



AGREEMENT COVER MEMORANDUM

To: Barbara Torres, City Clerk's Office	From: Tyler Harrel, Contracts	Date: 12/3/2018
Routing for signatures.		

Company:	FPI Security Services, Inc.
Contract Purpose:	Security Guard Services – Public Services
Contract Description:	To renew security guard services agreement for the City's Public Services Department and to add on additional security guards.

Contract Group:	Services (Contractual)	Effective Date:	6/1/2019
Agreement Type:	Amendment	Expiration Date:	5/31/2021
Contract Type:	Expense	Renewal Options:	Final Renewal Period
Location:	City Clerk's Office (Routing)	Notice Period:	300
Contract Value:	\$1,377,616.24	Notice Date:	8/4/2020
Contract Value Description:	The Contract Value of \$1,377,616.24 is comprised of an annual amount not to exceed \$688,808.12.		

Department:	Public Services	Approved by Commission:	Passed	
Contract Manager:	Steve Buckland	Commission Date (if Approved or Pending):	10/17/2018	
Procurement Method:	Renewal Agreement	For Commission Review:	Yes	
Procurement Summary:	Amendment	Reason For Commission Review:	Contract value exceeds \$25,000	
Account Coding(s):	TBD	Insurance Required:	Yes	Yes
		Bonds Required:	N/A	

Additional Notes:	None.
Attachments	(2) Originals, Signed/Notarized/Witnessed by Vendor <ul style="list-style-type: none"> • Master Agreement • Exhibit A – RFQ PSP-16-17 • Exhibit B – Proposal • Exhibit C – Pricing • Commission Approval – Original Agreement



**FIRST AMENDMENT TO CONTRACTUAL SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
FPI SECURITY SERVICES, INC.**

THIS AGREEMENT, dated this 11th day of December 2018, 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

FPI SECURITY SERVICES, INC., a Company authorized to do business in the State of Florida, with a business address of 1776 West 38 Place, Hialeah, FL 33012, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

WHEREAS, pursuant to **RFQ #PSPW-16-17**, on **May 10, 2017**, the CITY and CONTRACTOR entered into the Original Agreement for **Security Guard Services** for an initial **two (2) year period**, which expires on **May 30, 2019**; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement for two (2) additional two (2) year terms upon mutual consent, evidenced by a written amendment; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement, and desire to renew the terms of their contractual relationship as set forth herein; and,

WHEREAS, the Parties also seek to amend **Article 2 – Services and Responsibilities** of the Original Agreement to include the addition of a Security Guard in the Utilities Customer Services Offices and Security Guard Services at the WasteWater and Water Treatment Facilities upon execution of this amendment; and,

WHEREAS, the Parties also seek to amend **Article 4 – Compensation and Method of Payment** of the Original Agreement to include the annual amount increase from **\$333,278.40** to an annual amount not to exceed **\$688,808**; and,

WHEREAS, the Parties also seek to amend **Article 20 – Miscellaneous** of the Original Agreement to include the Scrutinized Companies Statute; and,

WHEREAS, the Parties seek to execute the first two (2) year renewal option and amend the Agreement in accordance with the terms and conditions set forth herein.



WITNESSETH

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 follows:

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

SECTION 2. The Parties hereby agree that **Article 2 – Services and Responsibilities** is hereby amended to include the following:

2.8 CONTRACTOR hereby agrees to include Security Guard Services at the Utilities Customer Services Offices located at **8300 South Palm Drive, Pembroke Pines, FL 33025**, the **WasteWater Treatment Plant** located at **13855 Pembroke Rd, Pembroke Pines, FL 33027** and the **Water Treatment Facility** located at **7960 Johnson St, Pembroke Pines, FL 33025** with hourly rates more particularly described in **Exhibit “A”** of this Amendment as attached hereto and by this reference made a part hereof.

SECTION 3. The Parties hereby agree that **Article 4 – Compensation and Method of Payment** of the original agreement is hereby amended to include the following:

4.5 The CITY hereby agrees to compensate CONTRACTOR for all services performed by CONTRACTOR pursuant to the provisions of this agreement, based on an annual amount **NOT TO EXCEED SIX HUNDRED EIGHTY-EIGHT THOUSAND EIGHT HUNDRED EIGHT DOLLARS AND TWELVE CENTS (\$688,808.12)**, which includes an owner’s contingency fee of **SIXTY-TWO THOUSAND SIX HUNDRED AND EIGHTEEN DOLLARS AND NINETY-TWO CENTS (\$62,618.92)**.

SECTION 4. The Parties hereby agree that **Article 20 – Miscellaneous** of the Original Agreement is hereby amended to include the following:

20.19 **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 the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. 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 any agency or local governmental entity for goods or services if:



20.19.1 Any amount of, 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 s. 215.4725 or is engaged in a boycott of Israel; or

20.19.2 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:

20.19.2.1 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 s. 215.473; or

20.19.2.2 Is engaged in business operations in Syria.

SECTION 5. The Original Agreement is hereby extended up to including **May 31, 2019**. In addition, the Original Agreement is renewed for the First two (2) year renewal period to commence on **June 1, 2019** and terminate on **May 31, 2021**.

SECTION 6. 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 amendment shall control to the extent of any such conflict or ambiguity.

SECTION 7. The Parties agree that in all other respects the Original Agreement, as amended by this First Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 8. Each Exhibit referred to in the Original Agreement, except as repealed herein, 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.

**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.

ATTEST:

CITY:

M. D. Graham 12/11/18
MARLENE D. GRAHAM,
CITY CLERK

CITY OF PEMBROKE PINES
BY: Charles F. Dodge
CHARLES F. DODGE
CITY MANAGER



APPROVED AS TO FORM

Julie K. K... 12/10/18
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

FPI SECURITY SERVICES, INC.

WITNESSES

Karina Cartagena
Print Name

BY: [Signature]
Print Name: Daniel Gonzalez
Title: Vice President

Elizabeth Salmeron
Print Name

STATE OF Florida
COUNTY OF Miami-Dade SS:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Daniel Gonzalez as Vice President of FPI SECURITY SERVICES, INC., an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of FPI SECURITY SERVICES, INC., 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 20th day of November, 2018.

Josefina M. Fernandez

(Name of Notary Public) Type of Seal (Impressed)
JOSEFINA M FERNANDEZ
MY COMMISSION # FF228438
EXPIRES: May 07, 2019
FloridaNotaryService.com



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 12.

File ID: 18-1248

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 10/04/2018

Short Title: Increase to Annual Cost for FPI Security Services,
Inc.

Final Action: 10/17/2018

Title: MOTION TO INCREASE THE ANNUAL COST FOR THE AGREEMENT
WITH FPI SECURITY SERVICES, INC. TO AN ANNUAL AMOUNT NOT TO
EXCEED \$688,808.12.

***Agenda Date:** 10/17/2018

Agenda Number: 12.

Internal Notes:

Attachments: 1. Commission Approval (2017-05-03), 2. FPI Original Agreement with Exhibit C

1 City Commission 10/17/2018 approve Pass
Action Text: A motion was made to approve on the Consent Agenda
Aye: - 5 Mayor Ortis, Commissioner Castillo, Commissioner Schwartz,
Commissioner Siple, and Vice Mayor Good Jr.
Nay: - 0

MOTION TO INCREASE THE ANNUAL COST FOR THE AGREEMENT WITH FPI SECURITY SERVICES, INC. TO AN ANNUAL AMOUNT NOT TO EXCEED \$688,808.12.

SUMMARY EXPLANATION AND BACKGROUND:

1. On May 3, 2017, the City Commission approved the findings and recommendation of the Evaluation Committee for RFQ # PSPW-16-17 "Security Guard Services" and awarded an agreement to FPI Security Services, Inc. in the estimated annual amount of \$333,278.40.
2. As a result, the City entered into an agreement for an initial two (2) year period commencing June 1, 2017 and ending May 30, 2019 which may be renewed for two (2) additional two (2) year terms upon mutual consent, evidenced by a written Amendment with the following unit rates:

Description	Hourly Rates
Unarmed Guard	\$ 14.35
Armed Guard	\$ 14.35
Site Supervisor	\$ 15.00
Golf Cart - Marked/Lighted	\$ 0.45
Patrol Car - Marked/Lighted	\$ 2.25

3. On October 3, 2018, the City Commission approved the Public Service Department's recommendations on the Contract Database Report to renew the FPI Security Services, Inc. Agreement for an additional two (2) year term commencing on June 1, 2019 and expiring on May 30, 2021, as allowed by the agreement.
4. The original estimated annual cost shown below utilizes the per unit pricing from FPI Security Services, Inc., with the estimated hours needed for the various departments based on a 52 week calendar with 7 days per week. However, please note that actual usage may vary throughout the year based on additional number of days in a specific year and increases or decreases in hours needed for departments throughout the City:

Location	Security Type	Annual Est. Hours	Hourly Rates	Annual Amount
Academic Village (Pool & Water Tank)	Guard	5616	\$ 14.35	\$ 80,589.60
Pembroke Road Storage Lot	Guard	4368	\$ 14.35	\$ 62,680.80
Pines Place	Guard	8736	\$ 14.35	\$ 125,361.60
Howard C. Forman Campus	Guard	4368	\$ 14.35	\$ 62,680.80
Howard C. Forman Campus	Golf Cart	4368	\$ 0.45	\$ 1,965.60
			Total	\$ 333,278.40

5. Since the award of the contract, the Utilities Department has added a guard in the Utilities Customer Services Offices for part of the 2017-18 fiscal year. In addition, the Utilities Department is also requesting to add security guard services at the WasteWater and Water Treatment Facilities. The total estimated annual cost for these additional sites are:

Security	Annual	Hourly	Annual
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Agenda Request Form Continued (18-1248)

Revenues	\$0	\$0	\$0	\$0	\$0	
Expenditures		\$688,808.12	\$688,808.12	\$459,205.42	\$0	\$0
Net Cost	\$688,808.12	\$688,808.12	\$459,205.42	\$0	\$0	

e) Detail of additional staff requirements: Not Applicable.

Exhibit A
Additional Security Guard Services

Location	Security Type	Annual Est. Hours	Hourly Rates	Annual Amount
Utilities Customer Service	Guard	2392	\$14.35	\$34,325.20
WasteWater Treatment Plant	Guard	8736	\$14.35	\$125,361.60
WasteWater Treatment Plant	Golf Cart	8736	\$0.45	\$3,931.20
Water Treatment Plant	Guard	8736	\$14.35	\$125,361.60
Water Treatment Plant	Golf Cart	8736	\$0.45	\$3,931.20
				\$292,910.80



CONTRACTUAL SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated the 10th day of May, 2017, 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

FPI SECURITY SERVICES, INC., a corporation, authorized to do business in the State of Florida, with a business address of **1776 West 38 Place, Hialeah, FL 33012** (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 **October 25, 2016**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **Security Guard Services** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

RFQ # PSPW-16-17
"Security Guard Services"

1.2 On **December 13, 2016**, the bids were opened at the offices of the City Clerk.

1.3 On **May 3, 2017**, 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 **Security Guard Services**, 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, "**RFQ # PSPW-16-17**", 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 **Security Guard Services**, 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 **two (2) year** period commencing on **June 1, 2017** and ending on **May 30, 2019**.

3.2 This Agreement may be renewed for **two (2) additional two (2) year 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 **seven (7) business days** 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 the **PER UNIT PRICE** in "**Exhibit C**", 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 The CITY shall within thirty (30) days, from the date the City's authorized approver approves the Application for Payment, pay the CONTRACTOR the amount approved by the City's appropriate Department Head or his or her assignees.

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



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
DELETED

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, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from the CONTRACTOR's acts, errors, or omissions 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 §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 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, material change or non-renewal of policies required under the contract. If the carrier will not agree to this notification, the CONTRACTOR or its insurance broker shall notify the CITY of any cancellation or reduction in coverage within seven days of receipt of insurer's notification of cancellation or reduction in coverage.

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 fifteen (15) 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 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.

8.7 REQUIRED INSURANCE

8.7.1 Commercial General Liability Insurance including, but not limited to: coverage for premises & operations, personal & advertising injury, products & completed operations, Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract), and independent contractors. Policy must include coverage for assault & battery, false arrest/detention, property in your care custody and control, use of firearms, and lost key coverage. 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. City's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

8.7.2 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 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

Coverage shall be included for injuries or claims under the USL&H or Jones Act, when applicable.



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.

8.7.3 Auto Liability Insurance covering all owned, leased, hired, non-owned and employee non-owned 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

8.7.4 Professional Liability/Errors & Omissions Insurance 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 three (3) years after final payment of the contract.

8.7.5 Excess Liability with a limit of no less than \$3,000,000 per occurrence. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. City's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

8.7.6 Crime Coverage when applicable, 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 the City's premises, a third-party fidelity coverage extension shall apply.

8.7.7 Sexual Abuse may not be excluded from any policy.

8.8 REQUIRED ENDORSEMENTS

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

8.8.2 Waiver of all Rights of Subrogation against the CITY

8.8.3 30 Day Notice of Cancellation or Non-Renewal to the CITY

8.8.4 CONTRACTORS' policies shall be Primary & Non-Contributory

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

8.8.6 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.

8.9 CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability/Excess 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. 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 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
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.

18.2 **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 **Daniel Gonzalez, Vice President**
FPI Security Services, Inc.
1776 West 38 Place
Hialeah, FL 33012
E-mail: **dgonzalez@fpisecurity.com**
Telephone No: **(305) 827-4300**
Cell phone No:
Facsimile No: **(305) 826-7741**

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.** Therefore, any personnel assigned to any of the CITY's Charter School Campuses, or any other location to which the Jessica Lunsford Act applies, shall be screened as required by law prior to working at the site. CONTRACTOR shall provide written verification of the screenings and background checks required by the Jessica Lunsford Act to the CITY, upon request from the CITY. A failure to comply with this Section shall be grounds for immediate termination of this Agreement.

20.18 **Additional Background Screening Requirements.** In addition, to any other background screening requirements that may be required in **Exhibit A** 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.** All required screenings and background checks shall be completed on CONTRACTOR personnel prior to working at any location where such screenings or background checks are required. CONTRACTOR shall provide written verification of the required screenings and background checks to the CITY, upon request from the CITY. A failure to comply with this Section shall be grounds for immediate termination of this Agreement.

**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

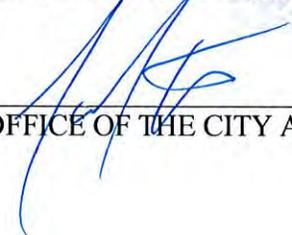
ATTEST:


MARLENE D. GRAHAM, CITY CLERK

5/10/17

By: 
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:


OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

FPI SECURITY SERVICES, INC.

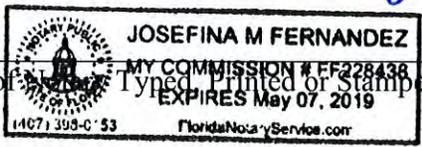
By: 
Name: Alexander Perez
Title: President

STATE OF Florida
COUNTY OF Broward

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Alexander A Perez as president of **FPI Security Services, Inc.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **FPI Security Services, Inc.** 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 28 day of April, 2017.


NOTARY PUBLIC

(Name of Notary Public Typed, Printed or Stamped)

JOSEFINA M FERNANDEZ
MY COMMISSION # FF228438
EXPIRES May 07, 2019
14071393-C-53 FloridaNotaryServices.com



Security Guard Services

Request for Qualifications # PSPW-16-17

General Information		
Evaluation of Proposals	Evaluation Committee	See Section 1.9
Pre-Bid Meeting / Site Visit	Not Applicable	N/A
Project Timeline	This contract is anticipated to commence on January 1, 2017 and shall be for an initial two year period with two additional two-year renewal terms.	See Section 1.10
Question Due Date	November 7, 2016	See Section 1.10
Proposals will be accepted until	2:00 p.m. on November 22, 2016	See Section 1.10
Proposal Security / Bid Bond	Required in the amount of \$10,000	See Section 4.1
Payment and Performance Bonds	Required in the amount of 100% of the total annual contract amount.	See Section 4.2

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



Table of Contents

SECTION 1 - INSTRUCTIONS 5

1.1 NOTICE 5

1.2 PURPOSE 5

1.3 BACKGROUND 6

1.4 OBJECTIVES 6

1.5 REQUIREMENTS..... 7

1.5.1 Contractor 7

1.5.2 Communication System 7

1.5.3 Uniforms and Equipment 9

1.5.4 Professional, Technical Licenses or Certificates, and Physical Requirements 12

1.5.5 Selected Proposer(s) Project Manager, Site Supervisor, and Security Officers 13

1.5.6 Jessica Lunsford Act 16

1.5.7 Polygraph Examination 16

1.5.8 Removal from Duties 16

1.5.9 Work Materials 16

1.6 SCOPE OF WORK 16

1.6.1 Descriptive Tasks and Responsibilities 17

1.6.2 Reporting Requirements and Procedures 19

1.6.3 Post Order 20

1.6.4 Scheduling/Post Coverage 21

1.6.5 Relief/Break Period 21

1.6.6 Emergencies 21

1.6.7 Changes in Assignment 21

1.6.8 New Assignments/Notice of Extended Hours 22

1.6.9 Guard Checks 22

1.6.10 Limitation On Employee-Hours And Assignments 22

1.6.11 Inability to Provide Additional Requested Service 22

1.6.12 Quality Assurance Plan 22

1.6.13 Failure to Perform 23

1.6.14 Court Appearances 25

1.7 CONTRACT PERFORMANCE 26

1.7.1 Specimen Contract 26



1.7.2	Manner of Performance	26
1.7.3	Poor Performance.....	26
1.8	PROPOSAL REQUIREMENTS	26
	Title Page:	27
	Tab 1 - Table of Contents:	27
	Tab 2 - Letter of Interest:	27
	Tab 3 - Experience and Ability (25 points):	27
	Tab 4 - Previous Experience (20 points):	28
	Tab 5 - Firm’s Understanding and Approach to the Work (25 points):.....	28
	Tab 6 - Project Cost (25 points):.....	31
	Tab 7 - Other Completed Documents (5 points for Vendor Preference - Local/VOSB):.....	31
	Tab 8 – Class B Security Agency or Class BB Security Agency Branch Office License:...	32
	Tab 9 – Local Business Tax Receipts, Professional Licenses & Certificates:.....	32
	Tab 10 – Additional Information:	32
1.9	EVALUATION OF PROPOSALS & PROCESS OF SELECTION	32
1.10	TENTATIVE SCHEDULE OF EVENTS	34
1.11	SUBMISSION REQUIREMENTS	34
	SECTION 2 - INSURANCE REQUIREMENTS	36
2.1	REQUIRED INSURANCE	37
2.2	REQUIRED ENDORSEMENTS	38
	SECTION 3 - GENERAL TERMS & CONDITIONS.....	39
3.1	EXAMINATION OF CONTRACT DOCUMENTS.....	39
3.2	CONFLICT OF INSTRUCTIONS	39
3.3	ADDENDA or ADDENDUM	39
3.4	INTERPRETATIONS AND QUESTIONS	39
3.5	RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES	39
3.6	WARRANTIES FOR USAGE	40
3.7	BRAND NAMES.....	40
3.8	QUALITY.....	40
3.9	SAMPLES.....	40
3.10	DEVELOPMENT COSTS.....	40
3.11	PRICING.....	40
3.12	DELIVERY POINT.....	40
3.13	TAX EXEMPT STATUS	40



3.14 CONTRACT TIME 40

3.15 COPYRIGHT OR PATENT RIGHTS 41

3.16 PUBLIC ENTITY CRIMES 41

3.17 CONFLICT OF INTEREST 41

3.18 FACILITIES 41

3.19 ENVIRONMENTAL REGULATIONS 41

3.20 SIGNATURE REQUIRED..... 42

3.21 MANUFACTURER’S CERTIFICATION..... 42

3.22 MODIFICATION OR WITHDRAWAL OF PROPOSAL 42

3.23 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS 42

3.24 RESERVATIONS FOR REJECTION AND AWARD..... 43

3.25 BID PROTEST 43

3.26 INDEMNIFICATION..... 43

3.27 DEFAULT PROVISION 43

3.28 ACCEPTANCE OF MATERIAL..... 44

3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT 44

SECTION 4 - SPECIAL TERMS & CONDITIONS 45

4.1 PROPOSAL SECURITY..... 45

4.2 PAYMENT AND PERFORMANCE BONDS 45

4.3 OWNER’S CONTINGENCY 46

ATTACHMENTS

- Attachment A: Contact Information Form
- Attachment B: Vendor Information Form and a W-9
- Attachment C: Non-Collusive Affidavit
- Attachment D: Sworn Statement on Public Entity Crimes Form
- Attachment E: Local Vendor Preference Certification
- Attachment F: Veteran Owned Small Business Preference Certification
- Attachment G: Equal Benefits Certification Form
- Attachment H: Proposer’s Completed Qualification Statement
- Attachment I: Sample Insurance Certificate
- Attachment J: Specimen Contract/Agreement
- Attachment K: References Form



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:

RFQ # PSPW-16-17 Security Guard 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 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., Tuesday, November 22, 2016. Proposals must be **submitted electronically** at www.BidSync.com. The sealed electronic proposals will be publicly opened at 2:30 p.m. in the Office of the City Clerk, Administration Building, 10100 Pines Boulevard, Pembroke Pines, Florida, 33026.

1.2 PURPOSE

The City of Pembroke Pines is hereby seeking proposals from qualified Contractors for Security Guard Services in a manner that ensures the highest level of security at each facility where services are provided.

The Contractor shall provide, in all instances as required by the City within the scope of this solicitation, adequate number of personnel to provide the services stipulated herein at the designated locations and hours, as may be amended by the City. In addition, the Contractor shall provide all items necessary to provide the service including adequate uniforms, equipment, and vehicles.



1.3 BACKGROUND

Below is list of locations, schedules, and the type of security needed at each of these locations. The City reserves the right to award each location individually. The locations, schedules, and type of security may be amended by the City as needed.

Location	Schedule	Type of Security	Estimated Hours Per Week	Estimated Hours Per Year
Academic Village (Pool & Water Tank) 17189 Sheridan Street	7:00 p.m. - 7:00 a.m. Mon – Fri 24 hours per day Sat & Sun	1 Unarmed Guard	108	5,616
Storage Lot Pembroke Road and 108 th Avenue	7:00 p.m. - 7:00 a.m. 7 days per week	1 Unarmed Guard	84	4,368
Pines Place 8203 S. Palm Drive	24 hours per day 7 days per week	1 Unarmed Guard	168	8,736
Howard C. Forman Human Services Campus 8300 Florida Drive (Various Other Locations)	7:00 p.m. - 7:00 a.m. 7 days per week	1 Unarmed Guard	84	4,368
		1 Marked/Lighted Golf Cart		
Broward Correctional Institution Property (AKA Woman's Prison) 20421 Sheridan Street	24 hours per day 7 days per week	1 Marked/Lighted Patrol Car	168	8,736
	7:00 p.m. - 7:00 a.m. 7 days per week	1 Armed Guard	84	4,368

1.4 OBJECTIVES

It is the intent of the City to protect its students, personnel, and/or property by means of well-trained experienced, alert, interested, and reliable Contractor personnel. Contractor shall impress upon its personnel that their primary duty and responsibility is to safeguard the students, employees, the general public, and City property. This general order supersedes all others. Contractor personnel shall act in a courteous and professional manner at all times.

The types of services required under this Solicitation are:

- Armed Security
- Unarmed Security
- Marked/Lighted Security Golf Cart Patrol
- Marked/Lighted Security Car Patrol

Each of these services requires special technical and managerial proficiencies; therefore, specific prior experience requirements must be met to adequately provide such services. Services at a given location shall be provided by a single Contractor.



Services shall be available to the City on a twenty-four (24) hour basis three-hundred and sixty-five days (365) a year (including all Federal and City observed holidays).

1.5 REQUIREMENTS

1.5.1 Contractor

Contractors shall provide documentation in their Proposal that demonstrates their ability to satisfy the minimum qualification requirements. Contractors who do not meet the minimum qualification requirements or who fail to provide supporting documentation may be deemed non-responsive.

The minimum qualification requirement for this Solicitation is:

Hold a valid class “B”, Security Agency License, or class “BB” Security Agency Branch Office License, issued by the State of Florida, Division of Licensing. License must be valid at the time proposal is submitted. The Contractor shall maintain this qualification during the term of the Contract, including extensions and renewals thereof.

1.5.2 Communication System

- A) **Handheld Radios:** Two-way handheld radios, licensed for use by the FCC, shall be provided by the Contractor(s) to all on-duty personnel or as directed by the City. In addition, one (1) radio shall be issued by the Contractor(s) to the City. Additional radios may be requested, at no additional charge, at the discretion of the City.
- B) **Central Dispatch Center:** Contractor shall have a stationary base station/office where the Central Dispatch Center is located. Dispatch Center shall have at least five (5) lines: four (4) dedicated telephone lines for incoming and outgoing voice phone calls, and one (1) additional dedicated line for fax and/or computer use. Contractor(s) Central Dispatch Center shall have a backup generator or other technology that allows for the continued operation of the Central Dispatch Center during power outages, inclement weather, man-made or natural disasters. The use of cellular phones and/or call forwarding for the main central dispatch telephone lines is unacceptable. A mobile transmitter/receiver or a handheld radio operated from the field or the office will not be considered sufficient to adequately provide dispatch service. The term “Office” does not include a home office, mail drop location, cellular phone or other location. Central Dispatch Center may be located out of the state but shall be independently operated by the Contractor. This Center shall not be outsourced to another company unless approved in writing by the City.

Central Dispatch Center shall be staffed by experienced Contractor(s) personnel twenty-four (24) hours a day, seven (7) days a week. Contractor(s) personnel assigned to the Central Dispatch Center shall have the ability and authority to take immediate action on behalf of the Contractor(s), as required. This station shall have a complete roster of all Contractor(s) personnel assigned to City posts, contact



information, assignment locations and assignment hours. The Central Dispatch Center shall maintain a logbook or electronic technologies which maintain records of all activities (e.g. requests for service, incidents, radio status checks, failure to report for duty, etc.). The Central Dispatch Center shall conduct routine radio status checks of the Contractor(s) personnel and make notations of any failure or the Contractor(s) personnel to respond or report for assigned duties. The frequency of radio status checks shall be mandated solely by the City. The Central Dispatch Center shall also be able to make contact with Contractor(s) management twenty-four (24) hours a day, seven (7) days a week. Failure to comply with any of these requirements constitutes a material breach of a contract, issued as a result of this Solicitation, and may result in Liquidated Damages and/or a Non-Performance being assessed.

The City reserves the right to visit the office space to be utilized to provide services, prior to award and during the term of the contract, to ensure space and equipment is adequate to provide the services required.

- C) **System Quality:** Radio communications among system users (e.g., all City and Selected Proposer(s) personnel) shall be strong and clear at all times, both transmitting and receiving. Selected Proposer(s) shall provide and maintain required system quality, as follows:
- 1) Use a network of repeaters of sufficient strength and capacity to service all facilities/buildings and service assignments included in this Solicitation and all renewals thereof.
 - 2) Ensure that the speed and quality of radio communications is not detrimentally impacted by on-air congestion. The Selected Proposer(s) should select a channel, (i.e., frequency that is not overloaded with non-contract users).
 - 3) Implement a program of maintenance and repair for all equipment to be used in providing services to the City. Such a program shall ensure the optimum performance of all equipment at all times, thereby allowing the system to meet the service requirements and quality standard specified in this Solicitation.
 - 4) Have a sufficient number of spare radios, chargers and charged batteries in stock to provide for those that are inoperative in the field or in the repair shop. Malfunctioning radios shall be replaced within four (4) hours.
 - 5) Ensure that all radio equipment has sufficient operating power at all times during a tour of duty. It may be necessary for the Selected Proposer(s) to implement a system by which fresh batteries, or charger radios, are delivered to the posts in order to meet this requirement. Wherever possible, the City may provide safe storage and electric power (for charging).
- D) **City Evaluation of Communications System:** City's Project Manager or designee reserves the right to evaluate the Communication System at any time during the term of a Contract including any extensions or renewal thereof. Should there be a



deterioration of performance and the Selected Proposer(s) is unable or unwilling to make necessary improvements, the City shall consider this a material breach of the Contract and may terminate the Contract issued. The City's Project Manager or designee shall be the sole judge of the adequacy of radio communications.

1.5.3 Uniforms and Equipment

A) Standard Uniform for Security Officers and Security Supervisor

Contractor(s) shall ensure that, at all times while in uniform, all personnel shall be fully equipped and wear complete City-approved uniforms including uniform jackets with required patches that are sewn on and name tags. Contractor(s) personnel shall wear uniforms whose color and style have been approved in advance by the City. Contractor(s) shall establish a dress code policy that includes: grooming and hygiene standards. Policy shall be approved in advance by the City. All personnel providing service to the City may be required to wear the same color and style of uniform, distinguished only by Contractor(s) identification patches. Uniforms do not have to be new, but shall be in good condition, and meet contractual standards. Uniforms shall consist of the following items:

- 1) Trousers, all-season weight.
- 2) Shirt/blouse, short or long sleeve.
- 3) Belt – solid black.
- 4) Duty Belt (high gloss style).
- 5) Socks – solid black in color.
- 6) Shoes – solid black Patent Leather or Corofram, no high heels, no platform shoes and no sneakers or tennis shoes (without medical waiver).
- 7) Shoulder patches to indicate the name of the Contractor(s) shall be sewn on and worn on both shoulders of the uniform jacket and shirt. No other identification of the Contractor(s) shall be worn or displayed on the uniform hat.
- 8) Nametags to be worn over the right shirt pocket.
- 9) Foul weather/cold weather clothing, including raincoats, boots, and/or security jackets, shall be required for those employees assigned to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing shall be identical in style and color for each Security Officer, and marked with Contractor(s) identification, logo or name, or an insignia. Jackets worn during cold weather shall be issued by the Contractor(s) along with company patch sewn to the jacket.
- 10) Wear clean, pressed uniforms at all times while on duty at a City Post.

B) Personnel Equipment

Except as specifically noted, or provided for in this Solicitation, all Contractor(s) personnel shall be equipped at all times while on duty with the following items:

- 1) Handcuffs and Key.



- 2) Flashlight; heavy-duty (2 or more D-cells or compact rechargeable lithium battery powered flashlights).
- 3) Two-way radio, licensed for use by the Federal Communications Commission (FCC) and meeting all requirements as specified in this Solicitation.
- 4) Mace foam style (officer shall be certified as per Florida State Statutes.)
- 5) Expandable Baton, e.g. ASP (officer shall be certified as per Florida State Statutes.)

Note: All Contractor(s) personnel shall not carry any unauthorized equipment such as chemical agents, concealed weapons, personal radios, or other items not approved by the City or which is not included in a contract issued as a result of this Solicitation.

C) Armed Personnel Equipment

In addition to the “Personnel Equipment” listed above, the Selected Proposer(s) shall issue to their armed personnel a company issued and owned Firearm. In no circumstance will an Officer’s personal weapons be acceptable as the Officer’s duty weapon in providing service to the City. The Firearm shall be a semiautomatic pistol of a reputable manufacturer (e.g., Smith & Wesson, Colt, Glock, Ruger, Sig Sauer, Beretta, H&K, or Taurus), and ammunition that meets Florida State Statutes. All semiautomatic pistols shall be of the same manufacturer and caliber. All personnel shall be issued an ammunition pouch and a minimum three (3) fully loaded magazines with the number of rounds in accordance to the weapon’s ammunition capacity. All armed personnel shall utilize a weapon triple retention holster compatible with the firearm, uniform, and other equipment. The holster shall be worn on the duty belt. All armed personnel shall be provided training for triple retention holsters.

Selected Proposer(s) shall observe the following safeguards regarding the use of firearms at all City facilities/buildings and service assignments. This includes, but is not limited to, the distribution of the following safeguards to all Officers on post and the inclusion of these safeguards in all training courses:

- 1) Firearms shall **not** be removed from their holsters for any reason except to be used in life-threatening situations or for inspection by the City’s Project Manager or designee. Gun Belts shall be worn properly at all times except during restroom breaks. Violations of these policies may result in immediate removal from City contract and criminal prosecution, as warranted.
- 2) At no time will firearms (including gun belts and ammunition) be stored or left unsecured at any City location.
- 3) Firearms shall not be cleaned at City locations **at any time.**
- 4) Unauthorized weapons, holsters, and ammunition are expressly prohibited.



- 5) Armed Officers and Supervisors who do not have in their possession a current Florida Department of State "G" license shall be immediately removed from standing post at the City location.
- 6) Loss, theft, use, or misuse of weapons shall be reported immediately to the City's Project Manager.
- 7) Any incident that involves the display or discharge of a firearm shall be immediately reported to the City's Project Manager or designee.
- 8) Armed Officers shall follow all guidelines as set forth all in FSS Chapter 493.

D) Vehicular Equipment

Contractor(s) personnel may be required by the City to operate licensed and insured marked motor vehicles in order to monitor different posts, move between assignments, or to conduct vehicular patrols of an area. Likewise, they may be required to operate off-street motorized carts in order to conduct vehicular patrol of an area. Vehicles shall be provided, and all expenses for their maintenance and operation shall be paid by the Contractor(s). Contractor(s) shall provide, all personnel assigned to these services, a training class with a minimum of eight (8) hours of course instruction. The City shall approve vehicle types, color, markings, lights, and other features. Any personnel assigned to a post where he/she will be operating a motorized vehicle, to include a golf cart, shall have a valid Florida driver's license.

E) City Issued Equipment

City shall furnish to the Selected Proposer(s), to be used only in connection with the providing services to the City. Selected Proposer(s) shall be responsible for all equipment issued by the City to the Selected Proposer(s) solely for performance of the work contained herein. Selected Proposer(s) shall replace, or reimburse the City at current market rates, for all equipment that is lost, damaged, stolen, or made otherwise unavailable due to the negligence of the Selected Proposer(s) or their personnel. Upon termination/expiration of a Contract issued as a result of this Solicitation and all renewals or extensions thereof, all equipment shall be returned to the City in good operating condition, less reasonable wear and tear as defined by the City's Project Manager or designee.

- 1) **Keys:** Selected Proposer(s) shall be responsible for all keys that are issued by the City. Special care shall be exercised when dealing with Grand Master or Master keys. All lost keys shall be reported immediately to the City's Project Manager. Selected Proposer(s) shall provide adequate control and accountability for these keys. If a Grand Master or Master key under control of the Selected Proposer(s) is lost, the Selected Proposer(s) shall be liable for the cost of re-keying those buildings, facilities or locations impacted. Lost keys, other than Grand Master or Master keys shall result in the Selected Proposer(s) paying for the cost of re-keying all effected doors. The removal and/or duplicating of City issued keys



without the expressed written consent of the City’s Project Manager or designee is strictly prohibited.

- 2) **Phones:** City phones made available to the Selected Proposer(s) personnel are to be used for City business only. Personal and long distance calls are prohibited. Long distance or any unauthorized calls shall be reimbursed to the City within fourteen (14) business days of notice from the City. The use of personal Cellular phones is also prohibited except in emergency situations, violations of these procedures will result in Liquidated Damages.

Note: The Selected Proposer(s) shall be liable for any loss of or damage to City or private property, real or personal, that may result from the acts or omitted acts of its personnel in violation of a Contract issued as a result of this Solicitation or any derivative or supplemental documents (e.g. post orders) or directives.

1.5.4 Professional, Technical Licenses or Certificates, and Physical Requirements

- 1) All personnel employed by the Contractor(s) to perform duties on any Contract issued as a result of this Solicitation shall be approved prior to performing said duties. Contractor personnel shall keep active, and possess at all times while on duty, those professional, technical licenses or certificates as required by all Federal Regulations and Florida State Statutes. This includes a company issued photo I.D. card. All of the above, as applicable, are to be conspicuously displayed at all times while on duty. The Contractor(s) shall provide in all instances radio equipped, uniformed Security Officers, and armed if requested, to provide Security service at designated locations. The number of personnel and hours of service required will solely be specified by the City, to the Contractor(s) throughout the term of any Contract issued as a result of this Solicitation.
- 2) All licenses and other personnel requirements shall be maintained throughout the term of a Contract issued as a result of this Solicitation and any extensions or renewals thereof, as follows:

License and Identification Cards	Security Officer / Security Supervisor
State of Florida “D” Security Officer License	Yes
State of Florida “G” Firearms License	*Yes
State of Florida Driver’s License	**Yes

- * Only required if assigned to armed post.
- ** Only required if assigned to vehicular patrol (e.g. motor vehicles or golf cart).

- 3) Personnel may not be employed by the Contractor(s) to provide services to the City if he/she currently or in the past has:
 - Any Felony, Sexual or Domestic Violence conviction.



- Discharged from the Military under any conditions other than Honorable.
 - Any history of irresponsible behavior including but not limited to any criminal activity, poor driving record.
- 4) The work performed under this Solicitation requires frequent and prolonged walking and standing. Occasionally, Security Officers may encounter and be required to subdue violent people. Physical stamina is a basic requirement of these positions. Any individual who cannot meet the physical requirements of the position, including inability discovered through the job performance, will not be qualified to work under a Contract issued as a result of this Solicitation. In addition, all personnel shall possess satisfactory interpersonal skills.
- 5) Contractor(s) personnel shall successfully complete a medical examination, to be conducted at the Contractor(s) expense prior to duty assignment or as required for reasonable cause, determined by the City. The results of the medical examination shall demonstrate the personnel's ability to perform the required services.

The medical and non-medical tests shall include, at a minimum:

- Psychological Testing
- Vision
- Physical Examination
- Speech
- Testing for drug and illegal substance use.
- Routine Urinalysis
- Audio
- PPD Skin Testing
- Background Screening
- Pulmonary Function Test

Thereafter, an annual examination(s) shall be conducted by the Contractor(s) and submitted to the City upon request. Cost of annual examinations shall be borne by the Contractor(s).

1.5.5 Selected Proposer(s) Project Manager, Site Supervisor, and Security Officers

A) General

The Project Manager(s), Site Supervisor(s) and Security Officer(s) employed by the Selected Proposer(s) to provide services to the City shall meet certain minimum qualifications or standards regarding background, experience, health, and licensure, as established in this section, unless specifically and individually waived in writing by the City. The City reserves the right to interview and approve any personnel.

- 1) Shall have a High School Diploma, GED or Degree, which shall be from a United States accredited and verifiable institution.
- 2) Shall have an FDLE and national criminal history background verification completed demonstrating a history of responsible behavior and that the candidate is free from previous or open criminal offenses prior to providing service to the City. An annual



- national background verifications shall be conducted and submitted to the City Project Manager or designee upon request. The City Project Manager or designee maintains the sole discretion to determine the demonstration of responsible behavior and may waive these requirements if determined to be in the best interest of the City.
- 3) Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.
 - 4) Shall be at least twenty-one (21) years of age.
 - 5) Shall be able to communicate proficiently (both oral and written) in English. Security work often deals with life/safety issues; therefore, the Selected Proposer(s) Project Manager(s), Site Supervisor(s) and Security Officer(s) shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.

B) Security Officer

All Security Officers shall meet the requirements listed under section **1.5.5(A)** “**General**” along with the following requirements:

- 1) Shall have a valid Class “D” (and “G” when applicable) license from the Florida Department of State, pursuant to Florida Statute 493, and shall maintain this license at all times while providing service to the City under a Contract issued as a result of this Solicitation.
- 2) Shall have or acquire a valid State of Florida Driver’s license (required if Security Officer is assigned to vehicular patrol (e.g. motor vehicles or golf cart).
- 3) All Security Officers shall pass an extensive background investigation, which includes ten (10) years employment history check in addition to a Criminal Background Check and a fingerprint check with the FBI. This check is mandatory.
- 4) Shall successfully complete a medical examination, to be conducted at Selected Proposer’s expense prior to duty assignment or when required for reasonable cause by the City. The results of the medical examination shall demonstrate the personnel’s ability to perform the services. The tests shall include, at a minimum, tests for communicable diseases, vision, color blindness, hearing, speech, and tests for drug and illegal substance use.
- 5) Must have a minimum one (1) year experience as a licensed Security Officer, or one (1) year management/supervisory experience, or one (1) year of accredited college course of study and/or its equivalent in credit hours.

C) Site Supervisor

Selected Proposer(s) shall provide a Site Supervisor when required by the City. These positions, shall be the equivalent in qualifications of the highest classification of officer being supervised. All Site Supervisors shall meet the requirements listed under section **1.5.5(A)** “**General**” along with the following requirements:



- 1) Shall have a valid Class “D” (and “G” when applicable) license from the Florida Department of State, pursuant to Florida Statute 493, and shall maintain this license at all times while providing service to the City under a Contract issued as a result of this Solicitation.
- 2) Shall have and maintain a valid State of Florida Driver’s license as well as responsible driving history as applicable. Shall have a five (5) year diving history check completed demonstrating the candidate is free from habitual offenses, criminal charges, suspensions or behaviors which may indicate irresponsible behaviors prior to providing services to the City. Thereafter, an annual Driver’s License check shall be conducted and submitted to the City’s Project Manager or designee upon request.

D) Selected Proposer’s Project Manager

Selected Proposer shall provide a Project Manager to serve as the liaison on behalf of the Selected Proposer to the City. City Project Manager or designee shall be presented with the personnel file of the Selected Proposer(s) proposed candidates demonstrating all requirements and qualifications are fully satisfied and may conduct an interview of all proposed Selected Proposer(s) candidates and reserves the right to approve and/or remove any Selected Proposer(s) personnel assigned to this position. The Selected Proposer Project Manager (SPPM) shall be available to respond to requests for meetings and/or any incident(s) within thirty (30) minutes or as determined as “reasonable”, as directed and determined by the City Project Manager or designee. SPPM shall be available to the City on a twenty-four (24) hour basis three-hundred and sixty-five days (365) a year (including all Federal and City observed holidays). SPPM shall have the full authority to act on behalf of the Selected Proposer(s) on all contractual matters. This position shall be at no direct cost to the City and all Selected Proposer(s) personnel acting in this role shall meet the requirements listed under section **1.5.5(A) “General”** along with the following requirements:

- 1) Shall have a valid “MB” / “M” (Manager of a Security Agency) State License from the Florida Department of State, and shall maintain this license at all times while providing service to the City under a Contract issued as a result of this Solicitation.
- 2) Shall have and maintain a valid State of Florida Driver’s license as well as responsible driving history as applicable. Shall have a five (5) year diving history check completed demonstrating the candidate is free from habitual offenses, criminal charges, suspensions or behaviors which may indicate irresponsible behaviors prior to providing services to the City. Thereafter, an annual Driver’s License check shall be conducted and submitted to the City’s Project Manager or designee upon request.
- 3) A Bachelor’s degree in Criminal Justice or Management related field is preferred.
 - a. (or equivalent credit hours from an accredited institution) and a minimum of two (2) years of experience in the management and operation of security, police, Corrections or U.S. military services (Management is defined as but not limited to the oversight of operations, training, policy development, supervision of personnel to include scheduling, payroll, disciplinary actions and recruiting).



- b. Note: Experience may substitute for the educational requirements on a year to year basis.

1.5.6 Jessica Lunsford Act

Contractor must comply with the Jessica Lunsford Act. The law requires specific standards and procedures related to the background screening of individuals who provide contracted non-instructional services to Florida schools.

1.5.7 Polygraph Examination

All Contractor(s) employees involved in an investigation shall complete a polygraph examination, upon request, as soon as possible but no later than five (5) working days from the date of request. The Polygraph Examiner shall be approved by the City. The City reserves the right to require any of the Contractor(s) personnel to submit to a polygraph examination as deemed necessary by the City. The Contractor(s) shall pay all costs associated with the examination. If the Contractor(s) employee refuses to submit to the examination or fails the examination, the employee shall not provide service to the City under any Contract issued as a result of this Solicitation and all renewals thereof.

1.5.8 Removal from Duties

The City additionally reserves the right at its sole discretion, to have the Contractor(s) relieve any employee from a duty assignment, and/or remove the employee from further service under a Contract issued as a result of this Solicitation and all renewals thereof.

1.5.9 Work Materials

Contractor(s) shall provide all work materials necessary for proper performance including, but not limited to, items such as bound log books, with preprinted consecutive numbered and lined pages, notebooks, pens, and pencils. Contractor(s), at no charge to the City, shall supply these materials, unless otherwise specified by the City. All post orders, logbooks, incident reports and records are the sole property of the City. These records are subject to inspection by the City at any time. Upon termination of any contract issued as a result of this Solicitation and all renewals thereof, Contractor(s) shall surrender all records or documents (e.g. log books, incident reports, etc.) to the City within seven (7) days of the contracts termination date.

1.6 SCOPE OF WORK

All labor, supervision, equipment, and materials required to ensure the proper performance of this work, unless otherwise specified, shall be furnished by the Contractor. Hours required at any site are to be determined by the City.

While providing this service, the Contractor will have at least one individual on site. A series of patrols will be performed at regular intervals at the various sites. These patrols will include



entire sites, and security personnel will not be expected to enter the buildings. Contractor shall have a system to assure complete and timely patrols of area at each location.

1.6.1 Descriptive Tasks and Responsibilities

- A) **Security Officer:** The specific tasks for the Security Officers will be determined at a later date and contingent upon the specific facility, location, or assignment needs. The required tasks shall be approved by the City. An example of general tasks for the Security Officer is listed below and may include but is not limited to the following:
- 1) Report to work on time and shall remain on assigned duties until relieved as required.
 - 2) Maintain good personal and uniform appearance, be courteous to the public and the City personnel at all times. Uniforms shall be clean and pressed and include name tags.
 - 3) Cover an assignment at a fixed post or patrols an area or facility for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to others or to property.
 - 4) Intervene to terminate injurious acts and detains individuals for further investigation or arrest where circumstances and conditions warrant as stated in the State of Florida Security Officer's Handbook (FSS Chapter 493).
 - 5) Communicate effectively with the public and the City personnel, directs visitors to personnel and services within the facility.
 - 6) Ensure that Lost and Found functions are conducted only by City personnel.
 - 7) Conduct patrols in accordance with routes and schedules established in the Post Orders. Where installed and in working order, reporting systems shall be used by uniformed personnel to record their presence at the designated posts.
 - 8) Raise and lower flags at designated times (where applicable).
 - 9) Refuse acceptance of any mail or packages without written authorization from the Building Manager/Facility Contact.
 - 10) Lock and unlock gates and doors at designated times.
 - 11) Turn lighting or electronic equipment on and off as required.
 - 12) Ensure that only authorized personnel are permitted access to closed or restricted facilities. Positive photo identification shall be presented. The Security Officer shall verify the picture on the I.D. is the same as the person presenting it. This may include calling residents in a residential building or calling offices in office building to confirm that the person is allowed access to the property, or confirming via a list, provided by the City, of authorized individuals.
 - 13) Respond to reports of sick or injured persons, and then notifies the Central Dispatch Center and appropriate authorities (e.g., 911 (Police / Fire), Building Manager/Facility Contact).
 - 14) Report safety hazards, malfunctioning equipment, spills, and other such matters to appropriate Facility Contact personnel. Any such incident will require a Logbook entry be made and an incident report completed.
 - 15) Monitor and operate facility fire alarm and intrusion detection systems and other protection devices or facility equipment as required.



- 16) Respond to scene of locally activated fire, burglary or other alarms, or other emergency situations; evaluates situations encountered and takes action as prescribed in Post Orders and/or facility/building self-protection plans.
 - 17) Investigate questionable acts or behavior observed or reported on City premises and questions witnesses and suspects to ascertain or verify facts, and notifies authorities if warranted.
 - 18) Operate a marked motor vehicle where required.
 - 19) Maintain order and uses good judgment and discretion in handling unruly or trespassing public.
 - 20) Maintain daily logs and writes daily reports, incident reports, and non-employee injury reports. Incident reports shall be on a form pre-approved by the City. All incident reports completed by Contractor(s) personnel will require a unique case number and will need to be submitted to the City.
 - 21) Provide escort services to City employees and visitors as required.
 - 22) Maintain a professional atmosphere within areas of assignment.
 - 23) Shall not read any non-work related items while providing services to the City. In addition newspapers and magazines are prohibited from being anywhere on post. It is the responsibility of each officer to ensure at the start of each shift that this policy is followed (e.g., they need to be sure that there are no unauthorized reading materials, Televisions, Radios, CD, MP-3 players or any other unauthorized items in the area of the post). Officers will be held responsible and Liquidated Damages may be assessed.
 - 24) Shall not use City telephones for calls of a personal nature without prior approval of the Building Manager or Facility Contact (when applicable) in each instance. Personnel cellular telephones should not be used unless authorized.
- B) **Site Supervisor:** The specific tasks for the Site Supervisor will be determined at a later date and contingent upon the specific facility, location, or assignment needs. The required tasks shall be approved by the City. The general tasks for the Site Supervisor shall include all of the tasks listed for the Security Officer position along with the provision of oversight and guidance to subordinate Security Officers.
- C) **Selected Proposer's Project Manager (SPPM):** SPPM may perform other duties for the Selected Proposer(s), but shall be available at all times to meet with or respond to City staff. Selected Proposer(s) shall provide a local telephone and cellular number or numbers where the SPPM (or identified alternate) may be reached twenty-four (24) hours per day, seven (7) days per week, on a year-round basis. An answering service or machine is not acceptable. The general tasks for the SPPM(s) is listed below and may include but is not limited to the following:
- 1) Acts as liaison between Selected Proposer(s) and City staff regarding all contractual issues
 - 2) Ensures all Selected Proposer(s) personnel are properly equipped and maintain good personal and uniform appearance and are courteous to the public and the City personnel at all times



- 3) Ensures Selected Proposer(s) personnel are properly trained and approved for contractual services prior to their performance of duties at City assignments
- 4) Ensures both City and Selected Proposer(s) personnel have copies of schedules for required coverages
- 5) Reviews and updates Post Orders as required
- 6) Reviews and ensures accuracy, timeliness and proper delivery of Selected Proposer(s) invoicing
- 7) Reviews Selected Proposer(s) personnel incident reports and forwards all reports to City personnel as directed
- 8) Reviews weekly, monthly and annual reports generated by screening personnel and forwards all reports to City personnel upon request
- 9) Reviews and ensures all annual medical, criminal history and driver license checks meet contractual standards and is forwarded to City personnel upon request
- 10) Reviews and provides updates as needed to the Quality Assurance Plan (QAP)
- 11) Ensures all contractual standards are being met and reports all incidents or deficiencies to City personnel as directed
- 12) Responds to incidents of a critical nature or as requested by the City Project Manager or designee within thirty (30) minutes of notification.
- 13) Meets with the City's Project Manager or designee as directed to review and discuss ongoing operational issues

1.6.2 Reporting Requirements and Procedures

Contractor(s) shall comply with the following reporting requirements and procedures:

- 1) A brief statement of any unusual events shall be written in the post logbook, so the City can identify the principals upon later inspection, if a further investigation is needed. All bound logbooks become the property of the City upon its replacement on the post. Hence, logbooks shall be kept in a clean and presentable manner and replaced as necessary to maintain this condition.
- 2) Contractor(s) shall maintain all logbooks during the term of a contract and any renewals or extensions thereof. Upon expiration of the contract or earlier as required by the City, the Contractor(s) shall deliver all such logbooks to the City at a place to be determined by the City within seven (7) days.
- 3) A copy of all reports shall be furnished to the City as directed or in critical incidents prior to the completion of each shift.
- 4) An Incident Report shall be completed whenever any unusual event and/or criminal event occurs. Such events include, but are not limited to the following: discharge of firearms, major criminal act, vandalism or any safety hazards. Officers shall consult the City when in doubt about any reports. If there are any injuries as a result of a firearm discharge, 911 is to be called immediately. The City shall be notified immediately after calling 911. Facility Contacts/ Building Managers and the appropriate Contractor(s) personnel shall also be notified.



- 5) Pertinent facts of daily events shall be written in the post logbook, however any incident that requires a report shall be verbally reported to the City immediately after the incident occurs, after authorities have been notified.
- 6) All employees shall follow the “Chain of Command.” After exhausting efforts with Contractor(s) Management staff the next step will be the City. Failure to adhere to these guidelines may result in Liquidated Damages and/or removal of the Contractor(s) personnel from providing services to the City.

1.6.3 Post Order

Post Orders shall be written and contain complete duty instruction for staffing each individual post, including emergency procedures. All Security personnel shall have access to these Post Orders at all times while on duty. This may be accomplished by storing the Post Orders on site or, in the instance in which no secure storage is available, delivering them to the site at the beginning of each tour of duty. Post Orders define the basic work to be performed by Security Officers at the applicable facility or location. The City will provide generic Post Orders to Contractor(s). Contractor(s) shall meet with the Building Manager or Facility Contact and coordinate to develop site specific Post Orders. These site specific Post Orders shall be approved by the Building Manager/Facility Contact prior to the Contract start date. Once established, the Contractor(s) shall assure that monthly updated copies are available for the duration of Contract including any extensions or renewals thereof. Contractor(s) shall check each post monthly for any updates that maybe required to the applicable Post Orders. Contractor(s) shall take appropriate measures to ensure the protection of sensitive security information (e.g. Post Orders, Policies, Logbooks and Procedures). All materials considered security sensitive information shall not be copied, removed, or disclosed to any parties without the expressed permission of the City. Failure in this area may result in a Liquidated Damage and/or Contractor(s) Non-Performance. Post Orders may include, but are not limited to, the following:

- 1) Facility/Building information (e.g., operating hours, chain of command).
- 2) Building rules and regulations.
- 3) Operation of equipment.
- 4) Roving patrol routes, schedules and duties.
- 5) Vehicular traffic control.
- 6) Access control procedures.
- 7) Emergency response procedures.
- 8) Security and fire control/alarm systems.
- 9) Hazardous conditions inspection/reporting.
- 10) Response to emergencies (e.g., fires, injury, or illness, etc.).
- 11) Procedures for raising, lowering, at half-staff U.S. and other flags.
- 12) Safeguarding persons and property.
- 13) Minimum number of hours for site orientation training.



Note: The Contractor(s) must emphasize to its personnel, assigned to provide service to the City, that general orders to “Protect City Personnel and Property” supersede all Post Orders.

1.6.4 Scheduling/Post Coverage

Contractor(s) shall provide copies of all personnel schedules that are assigned duties as a result of this Solicitation, to all parties as directed by the City upon request. The copies shall include the assigned personnel’s name and contact information. As situations or emergencies arise, the Contractor(s) shall notify the appropriate City personnel as directed by the City of all personnel unable to arrive on time for their scheduled assignment. The Contractor(s) shall provide the appropriate qualified, trained, and City approved replacement as soon as possible or within a maximum of one (1) hour. In cases which the Contractor(s) are unable to accomplish the required staffing they shall immediately notify the City. Failure to provide required staffing or notification of tardiness may result in a Liquidated Damage and/or a Contractor Non-Performance being issued.

1.6.5 Relief/Break Period

Security personnel shall not leave their assigned posts at the end of a shift until relieved by duty personnel assigned to the following shift, if such a shift is scheduled, or unless specifically authorized by the City. Contractor(s) shall provide breaks to personnel in accordance with Federal and Florida State law. Contractor(s) shall provide a sufficient number of relief personnel on a twenty-four (24) hour basis to facilitate meal and/or restroom breaks for their personnel at no cost to the City. Contractor(s) shall accomplish this task without impacting City security operations. All personnel who are on a break period shall be relieved by properly trained, qualified, and approved Contractor(s) relief personnel. All break periods shall be recorded on the Contractor(s) employee sign-in sheets and assigned location logbooks, which shall accurately reflect all periods of time of such occurrences. Any violations of this procedure may result in removal of the employee from working on any Contract issued as a result of this Solicitation and may result in Liquidated Damages or a Contractor(s) Non-Performance being issued.

1.6.6 Emergencies

All personnel assigned to a contract as a result of this Solicitation may be diverted by the City from their normal assignment to meet emergency situations or special duty assignments. When the personnel diverted are no longer needed for the special work assignments, they shall return to their normal assignments. No additional cost shall be charged to the City for such diversion, and the Contractor(s) shall not be penalized for the normal daily work not completed due to the emergency. Incidents of this nature shall be reported in accordance with procedures outlined in the facility Post Orders.

1.6.7 Changes in Assignment



The City may, at any time, by written or verbal instructions, make changes to all existing service(s). These changes may include, but are not limited to: scheduling changes, increases or decreases in the hours or type of service(s), and modifications in equipment requirements.

1.6.8 New Assignments/Notice of Extended Hours

The City will attempt to give the Contractor(s) twenty-four (24) hours of notice for new assignments. Failure to provide services may result in Liquidated Damages and/or a Contractor(s) Non-Performance. An extension of hours for regularly scheduled service(s) may occur from time to time to cover new assignments.

1.6.9 Guard Checks

Contractor(s) shall implement and use available systems to make sure that the guards are actively performing duty. This may include use of guard tour systems or similar, radio calls, or GPS. Contractor(s) shall notify the City in writing as to what system will be used by Contractor(s) under this Contract. Contractor(s) shall provide reports to the City upon receipt of the request from the City.

1.6.10 Limitation On Employee-Hours And Assignments

No personnel of the Contractor(s) assigned to the City's Contract shall provide more than twelve (12) hours of service, including all break periods, in a twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period. This limitation may be waived by the City in emergency situations that are beyond the control of the Contractor(s), (e.g., weather conditions, civil disturbances, natural disasters, etc.) and prevent the next shift from getting to their assignment. Each occurrence will require an individual waiver provided by the City.

1.6.11 Inability to Provide Additional Requested Service

Contractor(s) shall provide additional services when requested, however, if unable to provide these additional services, the Contractor(s) shall immediately notify the City verbally and in writing (within 24 hours of the request for additional service) with a detailed explanation for its inability to satisfy the request. If the Contractor(s) refuses to accept the additional requested services the City may award the new assignment to another Contractor(s) providing similar services to the City. Such new assignment may become permanent, at the City's discretion. Any costs incurred by the City as a result of inability or refusal shall be the responsibility of the Contractor(s). In addition, the Contractor(s) may incur liquidated damages or infraction fees.

1.6.12 Quality Assurance Plan

Selected Proposer(s) shall establish and maintain a Quality Assurance Plan (QAP) to ensure that all requirements stated in the Solicitation are met. Changes to this plan during



the term of the Contract shall be transmitted to and approved by the City's Project Manager or designee as they are made. The plan shall include, but not be limited to, the following:

- 1) **QAP Contractual Review Plan:** Selected Proposer(s) shall provide for the periodic review of all contractual requirements and services as identified in the Solicitation and related contractual documents (e.g., Post Orders, Quality Assurance Plan). The plan shall identify the activities to be inspected on both a scheduled and unscheduled basis; how often and in what manner the inspections will be accomplished and the name and rank of personnel who will perform the inspections.
- 2) **Customer Satisfaction Program:** Selected Proposer(s) shall implement a customer satisfaction program to include customer satisfaction surveys to be conducted at a minimum twice yearly. City's Project Manager will pre-approve the format for the surveys. Any negative feedback received shall eventually be followed by corrective action plan to be approved by the City's Project Manager.
- 3) **Corrective Action Procedures:** Selected Proposer(s) shall have established procedures to respond to and correct deficiencies in service that may have been identified by the City's Project Manager or designee. The Selected Proposer(s) will be provided a time frame in which the corrective action shall be completed. If the Selected Proposer(s) is unable to complete the corrective action within the prescribed time allotted by the City's Project Manager or designee, then the Selected Proposer(s) may submit a written request for an extension of time. Failure to complete any corrective action within the prescribed time on the part of the Selected Proposer(s) will result in Liquidated Damages and/or a Selected Proposer(s) Non-Performance.

1.6.13 Failure to Perform

1) **Liquidated Damages:** Selected Proposer(s) shall be liable for damages, indirect or direct, resulting from its failure to meet all contractual requirements or standards. City's Project Manager or designee, in their sole discretion, will determine the damages arising from such failure. City's Project Manager's or designee's assessment of all Liquidated Damages will be final. City will accomplish this by requiring the Selected Proposer(s) to furnish a company issued check with the specified amount of the liquidated damages to the City. This check shall be submitted to the Public Services office, attention to the City's Project Manager or designee, within fourteen (14) business days of the notification. Failure to submit (or submit in a timely fashion) the required payment of the Liquidated Damage shall result in further damages being assessed and/or a Selected Proposer(s) Non-Performance being issued. Repeated violations or patterns of violations will result in a doubling or tripling of the amount of Liquidated Damages. Subsequent violations will result in a Selected Proposer(s) Non-Performance. Any of these violations may result in Selected Proposer(s) personnel being removed from the post and/or Contract issued as a result of this Solicitation at the request of the City's Project Manager or designee. A written notice of a violation and intent to impose liquidated damages shall be provided to the Selected Proposer(s) in the form of an Infraction Report. Infraction



Reports shall be issued to the Selected Proposer(s) promptly by the City’s Project Manager or designee, in order to afford the Selected Proposer(s) time to notify the City of extenuating circumstances.

Infractions	Violation	Special Violation
The 1st infraction may result in Liquidated Damages of	\$100.00	\$500.00
The 2nd infraction	\$200.00	\$1,000.00
The 3rd and subsequent infractions	\$300.00	\$1,500.00

The graduation of Liquidated Damages will occur with the involvement of the same facility, Selected Proposer(s) personnel and a pattern of the same incidents at multiple posts (i.e. repeated violations of the same type). Violations discovered subsequently to the infraction(s) occurrence shall be treated in the same manner (e.g. three infractions are discovered after the fact the first, second and third step damages would all apply.) Any violations committed by Selected Proposer(s)’s personnel may result in the suspension or removal from duty of said personnel at the discretion of the City’s Project Manager or designee. Violations that may result in the assessment of Liquidated Damages include, but are not limited to, the following;

A) Personnel Violations

- 1) Late for duty
- 2) Sleeping on duty
- 3) Failure to follow post orders
- 4) Abandoning post
- 5) Inappropriate Behavior
- 6) Improper or badly soiled uniform or failure to adhere to dress code
- 7) Failure to conspicuously display on person Security officer licenses (D & G), Company ID.
- 8) Failure to make report
- 9) Improper guard tour rounds
- 10) Improper State licensure (e.g. not on person, expired)
- 11) Improper records, reports or logbook
- 12) Improper reading materials other than work related (e.g., newspapers and magazines)
- 13) Improper audio/video devices other than work related
- 14) Unauthorized visitors on post
- 15) Not signing in or out in logbook
- 16) Vehicle irregularities
- 17) Post opened or closed late
- 18) Personal phone use
- 19) Failed to report for duty

B) Administrative Violations

- 1) Improperly or insufficiently equipped
- 2) No radio or inoperative radio
- 3) No vehicle or inoperative vehicle



- 4) No weapon or ammunition violation
- 5) Inadequate writing skills
- 6) Inadequate training
- 7) Lack of contract supervision.
- 8) Excessive hours on duty (not approved in advance by City's Project Manager)
- 9) Violations of local, State, or Federal laws, Regulations, or Ordinances
- 10) Failure to provide Security Officers for "special requests" assignment after making commitment
- 11) Criminal records check not complete
- 12) Contractor personnel with criminal records
- 13) Difficulty in speaking or understanding English, and/or being understood by others
- 14) Failure to have current Post orders on site
- 15) Invoicing Discrepancies or Inaccuracies
- 16) Contract Section Violations

C) Special Violations

- 1) Reassignment of any personnel previously suspended or removed from duty by the City
- 2) Assignment of personnel not properly qualified or approved for duty
- 3) Failure to notify the City of an arrest of personnel within the required time frame
- 4) False or Misleading Statements by personnel
- 5) Deducting money from an employee's paycheck as a result of Liquidated Damages
- 6) Failure to immediately report the display or discharge of a Firearm.
- 7) Failure to staff a duty assignment (open post)
- 8) Failure to make proper notifications regarding open duty assignments (open post)

Note: The Selected Proposer(s) shall NOT pass along to its personnel any liquidated damages assessed for infractions on any Contract issued as a result of this Solicitation. Such conduct constitutes a violation that may result in additional Liquidated Damages to the selected proposer.

1.6.14 Court Appearances

Selected Proposer(s) personnel may be required to testify in various judicial proceedings on behalf of the City. These personnel shall coordinate all Contract-related court appearances with the City's Project Manager or designee when such appearances are required. Any Selected Proposer(s) personnel required to make a court appearance shall be remunerated by the Selected Proposer(s) at the same hourly rate as would be earned while on duty under any Contract issued as a result of this Solicitation and all extensions or renewals thereof, and the Selected Proposer(s) shall in turn be remunerated by the City at the stipulated billing rate. Selected Proposer(s) shall invoice for the actual hours the employee spent at court, of whether or not his/her testimony was used and/or provided (Court delays are common, and multiple appearances by the testifying employee may be required). A copy of the original subpoena shall be submitted with the corresponding



invoice. Contract-related Court testimony on behalf of the City shall take priority over all other scheduled duties, and the Selected Proposer(s) shall coordinate with the City's Project Manager or designee to ensure that this is done with no impact to daily operations. Selected Proposer(s) personnel scheduled to testify on behalf of the City due to their Contract related duties shall appear for court testimony in full uniform however, without chemical weapons, batons, cuffs or firearms.

1.7 CONTRACT PERFORMANCE

1.7.1 Specimen Contract

A Specimen contract is included herein for general information of bidder. Upon award of the proposal, the awarded contractor shall be required to sign and agree to the terms of the attached Specimen Contract.

1.7.2 Manner of Performance

The Contractor(s) shall perform all its obligations and functions under this Contract in accordance with the requirements and standards contained herein and in a professional and businesslike manner. The Contractor(s) shall use its best efforts to coordinate its activities with and adjust its activities to the needs and requirements of the City of Pembroke Pines.

1.7.3 Poor Performance

The City of Pembroke Pines reserves the right to terminate the agreement with Successful Contractor(s), including revocation of registration, for any reason that the City determines is in the best interests of its residents and citizens, including but not limited to:

- Excessive complaints.
- Failure to perform as required.
- Failure to provide necessary documentation
- Unethical business practices.
- Expiration or revocation of any required license or certification.
- Falsification of documents.
- Failure to pay fees, if required.

1.8 PROPOSAL REQUIREMENTS

The following documents will need to be completed, scanned and submitted through www.bidsync.com as part of the bidder's submittal. The proposer interested in responding to this solicitation must provide the information requested below. Submittals that do not respond completely to all requirements specified herein may be considered non-responsive and eliminated from the process.



All proposals shall address and be tabbed/indexed as outlined below:

Title Page:

List the following:

RFQ Subject: **PSPW-16-17 “Security Guard 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

Tab 1 - Table of Contents:

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

Tab 2 - 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. Summary of abilities and experience of the firms’ professional personnel (More detail to be provided in **Tab 3 - Experience and Ability**)
 - c. Summary of past performance of the firm on similar projects (More detail to be provided in **Tab 4 - Previous Experience**)
 - d. Recent, current, and projected workload of the firm, and availability and access to the firms’ top level management personnel.

Tab 3 - 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 in-house staff 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. A minimum of two (2) years' experience. Please provide proof of such experience.
2. The firm must provide information on their proximity to and familiarity with the area in which the project is located.
3. 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.
4. 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.
5. Provide resume(s) of key persons to be assigned to the project with emphasis on their experience with similar work.
6. Resumes should list qualifications, including education, experience, honors and awards received, and professional associations of which the firm and/or its personnel are members.
7. Explain the ability and experience of the field staff with specific attention to project related experience.

Tab 4 - Previous Experience (20 points):

Provide specific examples of similar contracts, 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. Contractors' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Contractors qualifications. Details should include the following:

1. Attachment K: References Form
2. List of ongoing contracts and projected termination dates.
 - a. Include number of guards per contract, number of hours, per week, type of security services, and other relevant information to the contract.

Tab 5 - Firm's Understanding and Approach to the Work (25 points):

The understanding that the proposer demonstrates 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. **Statement of Understanding:**
 - a. Provide a narrative statement demonstrating an understanding of the overall intent of this RFQ, as well as the methods used to complete assigned tasks.
 - b. Please clearly describe all aspects of the project proposed.
2. **Approach:**



- a. Describe Proposer's approach, identifying specific key tasks, in performing the services described in the Scope of Services, including Proposer's specific policies, plans, procedures or techniques to be used in providing the services. The Proposer shall describe the responsibilities of Proposer's management and key staff personnel that will perform work in this project.
 - b. Describe Proposer's plan to remediate performance deficiencies as it relates to the services in this project.
 - c. Describe the Proposer's approach as it relates to using force or a situation in which an individual possesses, displays, or attacks with a deadly weapon.
 - d. Describe the Proposer's response experience and proposed approach in handling the discovery of an unattended package at a customer's facility.
 - e. Describe in detail the critical elements of success in providing the highest level of security to the City.
- 3. Proactive Management Plan:**
- a. Describe the Proposer's proactive management plan which will aid in reducing the felony and misdemeanor crimes at City facilities. The plan should include the following details:
 - i. Proposer's policy on response to resistance, the use of force, detention of subjects suspected of perpetrating a criminal offense.
 - ii. Proposer's experience in enforcing dedicated laws at customer facilities whether on a federal, state or local level.
 - iii. Proposer's experience in dealing with violent crimes such as robbery, battery, assault, sexual battery/assault, and homicide.
 - iv. Proposer's experience in providing detailed crime statistics and their activities resulting from observed, rising trends in criminal activities.
- 4. Emergency Plan:**
- a. Submit copy of Proposer's disaster preparedness, emergency operations, and continuity of operations plan that ensures coverage of posts at all times, including shift changes during times of hurricanes, civil unrest or disorder, or other unplanned event that may require the relocation of the Proposer's employees.
 - b. Describe the Proposer's past participation and proposed approach in emergency drills.
- 5. Communication and Dispatching System:**
- a. Describe Proposer's communication and dispatching systems and practices. Provide overview of the systems equipment and any related software. Describe how and to what degree systems and procedures will aid Proposer in providing superior control and distribution of field personnel.
- 6. Quality Assurance Plan:**
- a. Describe Proposer's process and role of Proposer's key staff in developing, implementing and maintaining the Proposer's Quality Assurance Plan. Outline Proposer's plan to remediate performance deficiencies.
 - b. Describe Proposer's process when amending Operational Procedures, providing for and conducting training on new or revised procedures, improved or enhanced technology, amended legislative changes, or changes in, or new procedures adopted by the City.
- 7. Personnel:**



- a. Describe Proposer's ability to satisfy all of the personnel qualifications. If Proposer cannot currently meet the requirements, explain how Proposer will attain the required key personnel. Key personnel includes all partners, project manager, security supervisors and other key professional staff, such as a dispatcher, that will perform work and/or services in this project.
 - b. Include Proposer's assurance that the key personnel described in its proposal shall be available to perform the services described, and that the Proposer has sufficient reserve personnel to adequately perform the services described in the event of illness, accident, or other unforeseeable events of a similar nature. Describe Proposer's approach to ensure the availability of personnel at all times, including Proposer's contingency plan, if any.
 - c. State Proposer's recruitment policy, procedures, methods and resources utilized for recruiting personnel, including conducting background investigations, verification of applicant's employment history, criminal and civil background checks, etc.
 - d. Describe the proposer's ability to recruit personnel and manage a security operation which requires constant, and often prolonged, verbal interaction with the public and avoiding misconduct associated with these verbal interactions.
 - e. Describe in detail the personnel development plan and professional opportunities for the Proposer's personnel, turnover rate and retention procedures implemented by the Proposer.
- 8. Training Program:**
- a. Provide detailed information on the current and proposed training program implemented by the Proposer to train its personnel. Proposer shall provide a copy of the Proposer's current training manual describing Proposer's process for providing and conducting training on new and revised procedures, improved or enhanced technology, amended or legislative changes, or changes in or new procedures adopted by the City. The information shall include but not limited to the following elements:
 - i. Training program: number of hours and training curriculum
 - ii. Training of newly hired security guards
 - iii. Orientation of newly hired security guards
 - iv. Continuing education/training
 - v. In-service training/on the job training
 - vi. Training resources
 - vii. Training instructors
- 9. Readiness and Timeline:**
- a. Describe Proposer's ability and readiness to begin providing services as requested herein, assuming a start date of **January 1, 2017**, including Proposer's planned training schedule, purchase of equipment, etc., to meet this start date. Proposer should include a time-line to get this accomplished.
- 10. Concerns:**
- a. Identify any issues or concerns of significance that may be appropriate.
- 11. Why is this Proposal the most beneficial to the City?**
- a. 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 6 - 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. The vendor must provide their pricing through the designated lines items listed on the BidSync website.
 - b. 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.
 - c. 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.
 - d. 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.
 - e. 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 7 - Other Completed Documents (5 points for Vendor Preference - Local/VOSB):

1. Attachment B: Vendor Information Form and a W-9
 - a. In addition to the Vendor Information Form, please ensure that you provide the completed W-9 (Rev. December 2014), as previously dated versions of this form will delay the processing of any payments to the awarded vendor.
2. Attachment C: Non-Collusive Affidavit
3. Attachment D: Sworn Statement on Public Entity Crimes Form
4. Attachment E: 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.
5. Attachment F: 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.
6. Attachment G: Equal Benefits Certification Form
7. Attachment H: Proposer's Completed Qualification Statement
8. Proposal Security (Bid Bond Form or Cashiers Check)
 - a. The proposal must be accompanied by a certified or cashiers check or by a Bid Bond made payable to the City of Pembroke Pines on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to CITY and authorized to write such Bond under the laws of the State of Florida, in an amount not less than \$10,000.
 - b. Proposers must submit a scanned copy of their bid security (bid bond form or cashiers check) with their bid submittal through BidSync.
 - c. Proposers must also submit their original bid security (bid bond form or cashiers check) at time of the bid due date, or they may be deemed as non-responsive.
 - d. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "**BID SECURITY - RFQ # PSPW-16-17 Security Guard Services**" and sent to the City of Pembroke Pines, City Clerk's Office, 5th Floor, 10100 Pines Boulevard, Pembroke Pines, FL 33026.
 - e. Please see SECTION 4 - SPECIAL TERMS & CONDITIONS of this RFP for additional information.

Tab 8 – Class B Security Agency or Class BB Security Agency Branch Office License:

1. Provide a copy of the Proposer's Class "B", Security Agency License, or Class "BB" Security Agency Branch Office License, issued by the State of Florida, Division of Licensing. Failure to provide this documentation may result in the proposer being deemed non-responsive.

Tab 9 – Local Business Tax Receipts, Professional Licenses & Certificates:

1. Copies of city, county, and state business tax receipts.
2. Copies of any applicable Professional Licenses.
3. Copies of any applicable Professional Certifications.

Tab 10 – 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.

1.9 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 solicitation. 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	20 points
Firm’s Understanding and Approach to the Work	25 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. If needed, the Evaluation Committee may schedule a second 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



proposers whose proposals are determined to be the most advantageous to the City taking into consideration the evaluation criteria.

* Please note that nothing contained in this section shall limit the evaluation committee from making other motions, decisions, recommendations, etc. This shall include, but shall not be limited to, the ability to; deem proposers as non-responsive, short-list proposers, post-pone meetings so that they can re-convene at a later time, the request presentations from proposers at a future evaluation committee meeting, etc.

1.10 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	October 25, 2016
Question Due Date	November 7, 2016
Anticipated Date of Issuance for the Addenda with Questions and Answers	November 10, 2016
Proposals will be accepted until	2:00 p.m. on November 22, 2016
Proposals will be opened at	2:30 p.m. on November 22, 2016
Evaluation of Proposals by the Evaluation Committee	TBD
Recommendation of Contractor to City Commission award	TBD
Estimated Project Start Date	January 1, 2017
Contract Duration	This contract shall be for an initial two year period with two additional two-year renewal terms.

1.11 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at www.bidsync.com on or before **2:00 p.m. on November 22, 2016.**

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.

However, please note that any required Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked “**BID SECURITY - RFQ # PSPW-16-17 Security Guard Services**” and sent to the City of Pembroke Pines, City Clerk's Office, 5th Floor, 10100 Pines Boulevard, Pembroke Pines, FL 33026.



SECTION 2 - INSURANCE REQUIREMENTS

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.

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.

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.

Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation, material change or non-renewal of policies required under the contract. If the carrier will not agree to this notification, the CONTRACTOR or its insurance broker shall notify the CITY of any cancellation or reduction in coverage within seven days of receipt of insurer's notification of cancellation or reduction in coverage.

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 fifteen (15) 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.

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.



2.1 REQUIRED INSURANCE

A. COMMERCIAL GENERAL LIABILITY INSURANCE including, but not limited to: coverage for premises & operations, personal & advertising injury, products & completed operations, Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract), and independent contractors. Policy must include coverage for assault & battery, false arrest/detention, property in your care custody and control, use of firearms, and lost key coverage. 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 (**mostly for construction or equipment sold to the CITY**)

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. City's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

B. 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 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

Coverage shall be included for injuries or claims under the USL&H or Jones Act, when applicable.

C. AUTO LIABILITY INSURANCE covering all owned, leased, hired, non-owned and employee non-owned 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

- D. PROFESSIONAL LIABILITY/ERRORS & OMISSIONS INSURANCE** 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 three (3) years after final payment of the contract.
- E. EXCESS LIABILITY** with a limit of no less than \$3,000,000 per occurrence.
The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. City's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.
- F. CRIME COVERAGE** when applicable, 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 the City's premises, a third-party fidelity coverage extension shall apply.
- G. SEXUAL ABUSE** may not be excluded from any policy for Agreements involving any interaction with minors or seniors.

2.2 REQUIRED ENDORSEMENTS

- 1. The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability/Excess Liability policies required herein
- 2. Waiver of all Rights of Subrogation against the CITY
- 3. 30 Day Notice of Cancellation or Non-Renewal to the CITY
- 4. CONTRACTORS' policies shall be Primary & Non-Contributory
- 5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
- 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.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability/Excess 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. 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 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.

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.



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 Invitation for Bid. 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, 10100 Pines Boulevard, Pembroke Pines, FL.

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 consequential arising out of or alleged to have arisen 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, Florida Prompt Payment Act.



SECTION 4 - SPECIAL TERMS & CONDITIONS

4.1 PROPOSAL SECURITY

Proposal Security Requirements: The proposal must be accompanied by a certified or cashier's check or by a Bid Bond made payable to the City of Pembroke Pines on an approved form, duly executed by the Proposer as principal and having as surety thereon a surety company acceptable to CITY and authorized to write such Bond under the laws of the State of Florida, in an amount not less than **\$10,000**.

Proposers must submit a scanned copy of their bid security (bid bond form or cashier's check) with their bid submittal through BidSync. Proposers must also submit their original bid security (bid bond form or cashier's check) at time of the bid due date, or they may be deemed as non-responsive. The original Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "**BID SECURITY – RFQ # PSPW-16-17 "Security Guard Services"**" and sent to the:

City of Pembroke Pines,
City Clerk's Office, 5th Floor,
10100 Pines Boulevard,
Pembroke Pines, FL 33026.

Successful Proposer: The Proposal Security of the Successful Proposer will be retained until such Proposer has executed the Contract and furnished the required insurance, payment and performance bonds, whereupon the Proposal Security will be returned. If the Successful Proposer fails to execute and deliver the Contract and furnish the required insurance and bonds within fifteen (15) calendar days of the Notice of Award, CITY may annul the Notice of Award and the entire sum of the Proposal Security shall be forfeited.

Three Lowest Proposers: The Proposal Security of the three (3) lowest Proposers will be returned within seven (7) calendar days after CITY and the Successful Proposer have executed the written Contract or if no such written Contract is executed within ninety (90) calendar days after the date of the Proposal opening, upon the demand of any Proposer at any time thereafter, provided that he has not been notified of the acceptance of his Proposal.

All Other Proposers: Proposal Security of all other Proposer will be returned within seven (7) calendar days after the proposal opening. The agent or attorney in fact or other officer who signs a Bid Bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so.

4.2 PAYMENT AND PERFORMANCE BONDS

Proposers shall include a Payment and Performance Bond within fifteen (15) calendar days after Notice of Award and in any event prior to commencing work, the Contractor shall execute and furnish to City a performance bond and a payment bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section 223.10, Section 223.11). Further, the surety



company shall provide City with evidence satisfactory to City, that such excess risk has been protected in an acceptable manner. Additionally, the bonding company must be rated at least "A," Class VI, by Best's Key Rating Guide, published by A.M. Best Company, and be authorized to do business in the state.

Two (2) separate bonds are required and both must be approved by the City. **The penal sum stated in each bond shall be 100% of the annual contract price.** The Performance Bond shall be conditioned that the Contractor performs the contract in the time and manner prescribed in the contract. The Payment Bond shall be conditioned that the Contractor promptly make payments to all persons who supply the Contractor with labor, materials and supplies used directly or indirectly by the Contractor in the prosecution of the work provided for in the Contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the City to the extent of any and all payments in connection with the carrying out of said Contract which the City may be required to make under the law.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Contractor to record the aforesaid payment and performance bonds in the public records of Broward County, with the Contractor to pay all recording costs.

4.3 OWNER'S CONTINGENCY

While the specifications contained in this solicitation and any ensuing Purchase Orders or contracts have incorporated all anticipated work to be accomplished, there may be unanticipated work required of the vendor in conjunction with a specific project. For this reason, the City Commission may award a project with an "Owner's Contingency". This contingency or

allowance authorizes the City execute change orders up to the amount of the contingency without the need to obtain additional Commission approval. The Owner's Contingency is usually based on a specified percent of the proposed project amount and is established for the specific project being performed under the contract. This dollar amount shall be shown on the specific project purchase order as a distinct item from the vendor's overall offer to determine the total potential dollar value of the contract. It is hereby understood and agreed that the vendor shall not expend any dollars in connection with the Owner's Contingency without the expressed prior approval of the City's authorized representative. Any Owner's Contingency funds that have not been utilized at the end of the project will remain with the Owner, the contractor shall only be paid for the proposed project cost as approved by the City Commission along with any Owner Contingency expenses that were approved by the City's authorized representative.



CONTACT INFORMATION FORM

IN ACCORDANCE WITH “RFP # PSPW-16-17” dated October 25, 2016 titled “Security Guard 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

Is a copy of the Proposer's Class "B", Security Agency License, or Class "BB" Security Agency Branch Office License, issued by the State of Florida, Division of Licensing included in this package? Yes

Is a Proposal Security in the form of a certified check, cashiers check or Bid Bond, in the amount of \$10,000 included in this package? Yes

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.

Item #	Item Description	Estimated Hours Per Year	Cost Per Hour
1)	Unarmed Guard	23,088	Price to be Submitted Via BidSync
2)	Armed Guard	4,368	Price to be Submitted Via BidSync
3)	Site Supervisor	0	Price to be Submitted Via BidSync
4)	Golf Cart - Marked/Lighted (Without Guard)	4,368	Price to be Submitted Via BidSync
5)	Patrol Car - Marked/Lighted (Without Guard)	8,736	Price to be Submitted Via BidSync



(OFFICE USE ONLY) Vendor number:

Please complete this vendor information form entirely along with the
IRS Form W-9, scan and upload it to the www.bidsync.com

Vendor Information Form

Operating Name (Payee)			
Legal Name (as filed with IRS)			
Remit-to Address (For Payments)			
Remit-to Contact Name:		Title:	
Email Address:			
Phone #:		Fax #	
Order-from Address (For purchase orders)			
Order-from Contact Name:		Title:	
Email Address:			
Phone #:		Fax #	
Return-to Address (For product returns)			
Return-to Contact Name		Title:	
Email Address:			
Phone #:		Fax #	
Payment Terms:			

Type of Business (please check one and provide Federal Tax identification or social security Number)

- | | | |
|--|-----------------------------|----------------------|
| <input type="checkbox"/> Corporation | Federal ID Number: | <input type="text"/> |
| <input type="checkbox"/> Sole Proprietorship/Individual | Social Security No.: | <input type="text"/> |
| <input type="checkbox"/> Partnership | | |
| <input type="checkbox"/> Health Care Service Provider | | |
| <input type="checkbox"/> LLC – C (C corporation) – S (S corporation) – P (partnership) | | |
| <input type="checkbox"/> Other (Specify): | | <input type="text"/> |

Name of Applicant / Signature _____

Title of Applicant _____ **Date** _____

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 Publication 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 28% 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 Part II instructions on page 3 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* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

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* on page 3 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, list first, and then circle, the name of the person or entity whose number you entered in Part I of 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 in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in 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.

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. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), 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 the chart on page 4 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. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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 items 1, 4, or 5 below indicate 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), 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)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. 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
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. 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:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. 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* on page 2.

*Note. 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 Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system 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 contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov 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.



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



**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

1. This sworn statement is submitted (name of entity submitting sworn statement) whose business address is and (if applicable) its Federal Employer Identification Number (FEIN) is . (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: .)

2. My name is and my
(Please print name of individual signing)
relationship to the entity named above is .

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.)**

Bidder's Name/Signature

Company

Date



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:

PRINTED NAME / AUTHORIZED SIGNATURE:



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:

PRINTED NAME / AUTHORIZED SIGNATURE:



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:

AUTHORIZED OFFICER NAME / SIGNATURE:



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:

Contact Person’s Name and Title:

Contact Person’s E-mail Address:

PROPOSER'S Telephone and Fax Number:

PROPOSER’S License Number:

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

PROPOSER’S Federal Identification Number:

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:

The business is a: Sole Proprietorship Partnership Corporation

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)

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 RFP submittals 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.

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

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)



AGREEMENT

THIS IS AN AGREEMENT, dated the _____ day of _____, 20____, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026 hereinafter referred to as "CITY",

and

[**VENDOR NAME**], a company authorized to do business in the State of Florida, with a business address of [**VENDOR ADDRESS**], hereinafter referred to as "CONTRACTOR".

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 [**DATE**], the CITY advertised its notice to bidders of the CITY's desire to hire a firm to [**DESCRIPTION OF PROJECT**] as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

[**BID NUMBER**]
[**BID TITLE**]

1.2 On [**DATE**], the bids were opened at the offices of the City Clerk.

1.3 On [**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 **[BRIEF EXPLANATION OF PROJECT]**, 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, "**[BID 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 **[DESCRIPTION OF PROJECT]**, 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 two (2) year period commencing on _____ and ending on _____.

3.2 This Agreement may be renewed for two (2) additional two (2) year terms upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof.

3.3 *Termination for Convenience:* This Agreement may be terminated by CITY for convenience, upon thirty (30) business days 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.

3.4 *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 LUMP SUM FEE OF AN AMOUNT NOT TO EXCEED [**WRITTEN AMOUNT**] DOLLARS (\$[**NUMERICAL AMOUNT**]), which includes an owner’s contingency fee of [**WRITTEN AMOUNT**] DOLLARS (\$[**NUMERICAL AMOUNT**]), 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 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 Public Services Director or his or her assignees.

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

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

PERFORMANCE BOND

6.1 At the time of the execution of this Agreement, CONTRACTOR shall have in effect a Performance Bond guaranteeing to the CITY the completion and performance of the Scope of Services and work covered in this Agreement. The Performance Bond shall at all times be valid and in force to cover the Work being performed. The Performance Bond shall be executed by a Surety Company approved by the U.S. Treasury Department, licensed to do business in the State of Florida, and having a registered agent in Broward County.

6.2 The CONTRACTOR agrees to keep such Bonds, or a replacement thereof, in force at all times during the course of performance of this Agreement. In addition to the foregoing requirements, such Bond shall contain provisions, whether by attaching endorsements or supplemental agreements, guaranteeing to the CITY the completion of services of the performance of this Agreement. CONTRACTOR may comply with the requirements of this provision by causing said Bond to specifically name the CITY as one of the parties to whom the protection afforded by said Bond is extended or as an alternative, may furnish the CITY with a separate Performance Bond meeting the same criteria provided above.

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, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from the CONTRACTOR's acts, errors, or omissions 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 §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
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.

18.2 **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
10100 PINES BOULEVARD, 5th 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
 10100 Pines Boulevard
 Pembroke Pines, Florida 33025
 Telephone No. (954) 431-4884
 Facsimile No. (954) 437-1149

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) 771-4900
Facsimile No. (954) 771-4923

Contractor [VENDOR NAME].
[VENDOR ADDRESS]
[VENDOR CITY, STATE, & ZIP CODE]
Telephone No. _____
Facsimile No. _____

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.

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.

ATTEST: CITY

MARLENE D. GRAHAM, CITY CLERK BY: CHARLES F. DODGE CITY MANAGER

APPROVED AS TO FORM.

OFFICE OF THE CITY ATTORNEY

CONTRACTOR

Witnesses: [NAME OF CONTRACTOR] BY: Print Name: Title:

Print Name Print Name

STATE OF COUNTY OF ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared as of [NAME OF CONTRACTOR], a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of [NAME OF CONTRACTOR] 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 , 20.

NOTARY PUBLIC (Name of Notary Typed, Printed or Stamped)

REFERENCES FORM

Provide specific examples of similar contracts. References should be 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 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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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:

[Vendor view of bid](#)

[Chat](#) | [Bid Comments](#) | [Documents](#) | [Attachments](#) | [Items](#) | [Addendums](#)

Bid #PSPW-16-17 - Security Guard Services     

Time Left Bid has ended.
Bid Started Oct 25, 2016 12:05:21 PM EDT
Bid Ended **This bid closed on Dec 13, 2016 2:00:00 PM EST**
Agency Information City of Pembroke Pines, FL ([view agency's bids](#))
Bid Classifications [Classification Codes](#)
Bid Regions [Regions](#)
Bid Contact [see contact information](#)
Copy Bid Click here to [copy](#) the bid and relist it as a new bid
View Rules Click here to [change](#) the rules for this bid.
Best and Final Offer: [Create](#)

Notifications [Report \(Bidder Activity\)](#)
of suppliers that viewed 106  ([View](#))
Q & A [Questions & Answers](#)
 Questions: 16
 Q&A Deadline: Nov 7, 2016 8:30:00 PM EST

Approval

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

Bid Comments

Contract Duration 2 years
Contract Renewal 2 annual renewals
Prices Good for 2 years
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, 5th Floor, 10100 Pines Boulevard, Pembroke Pines, FL 33026

Bid Comments The City of Pembroke Pines is hereby seeking proposals from qualified Contractors for Security Guard Services in a manner that ensures the highest level of security at each facility where services are provided. The Contractor shall provide, in all instances as required by the City within the scope of this solicitation, adequate number of personnel to provide the services stipulated herein at the designated locations and hours, as may be amended by the City. In addition, the Contractor shall provide all items necessary to provide the service including adequate uniforms, equipment, and vehicles.

Documents

[Select All](#) | [Select None](#) | [Download Selected](#)

1.  [PSPW-16-17 Security Guard Services.pdf](#) [[download](#)]

2.  [Attachment A - Contact Information Form.docx](#) [[download](#)]

- 3. [Attachment B - Vendor Information Form and a W-9.pdf](#) [download]
- 5. [Attachment D - Sworn Statement on Public Entity Crimes](#) [download]
- 7. [Attachment F - Veteran Owned Small Business \(VOSB\) Preference Certification](#) [download]
- 9. [Attachment H - Proposers Qualifications Statement](#) [download]
- 11. [Attachment J - Specimen Contract Contractual Services Rev. 2016-03-15.pdf](#) [download]

- 4. [Attachment C - Non-Collusive Affidavit](#) [download]
- 6. [Attachment E - Local Vendor Preference Certification](#) [download]
- 8. [Attachment G - Equal Benefits Certification Form](#) [download]
- 10. [Attachment I - Sample Insurance Certificate.pdf](#) [download]
- 12. [Attachment K - References Form](#) [download]

PSPW-16-17 - Addendum # 1 (3 documents)

= Included in Bid Packet = Excluded from Bid Packet

Items

Item	Title	Offers
PSPW-16-17--01-01	Unarmed Guard - 23,088 Estimated Hours Per Year	Y Info
PSPW-16-17--01-02	Armed Guard - 4,368 Estimated Hours Per Year	Y Info
PSPW-16-17--01-03	Site Supervisor - Hourly Rate	Y Info
PSPW-16-17--01-04	Golf Cart - Marked/Lighted (Without Guard)	Y Info
PSPW-16-17--01-05	Patrol Car - Marked/Lighted (Without Guard)	Y Info

Addendum #1 - Made On Nov 29, 2016 3:26:10 PM EST

New Documents PSPW-16-17 - Addendum 1.pdf
 Attachment L - Agreement with Bayus Security Services.pdf
 Attachment M - Agreement with Dalama Protection.pdf

Change Made On Nov 18, 2016 4:04:12 PM EST

Previous End Date Nov 22, 2016 2:00:00 PM EST **New End Date** Nov 29, 2016 2:00:00 PM EST

Change Made On Nov 23, 2016 11:33:17 AM EST

Previous End Date Nov 29, 2016 2:00:00 PM EST **New End Date** Dec 13, 2016 2:00:00 PM EST

Contractor Advertisements

[View All Ads](#)

There are no advertisements on this solicitation.

Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com



City of Pembroke Pines



Frank C. Ortis, Mayor
Carl Shechter, Vice-Mayor
Charles F. Dodge, City Manager

Angelo Castillo, Commissioner
Jay Schwartz, Commissioner
Iris A. Siple, Commissioner

November 29, 2016

RFQ # PSPW-16-17

Addendum # 1
City of Pembroke Pines
RFQ # PSPW-16-17
Security Guard Services

A) ADDITIONAL INFORMATION

The following documents are included with this Addendum:

- Attachment L – Agreement with Bayus Security Services
- Attachment M – Agreement with Dalama Protection

B) REVISION TO BONDING REQUIREMENTS

- A Proposal Security / Bid Bond, as requested in Section 4.1, is no longer required for this project.
- A Payment and Performance Bond, as requested in Section 4.2, is no longer required for this project.

Mark Gomes
Purchasing Manager
City of Pembroke Pines

AGREEMENT

THIS IS AN AGREEMENT, dated the 25 day of July, 2008, between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026, hereinafter referred to as "CITY,"

and

Bayus Security Services, Inc. an organization, authorized to do business in the State of Florida, with a business address of **6600 NW 27th Avenue, Suite 207, Miami, FL 33147**, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and condition, 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 **March 25, 2008**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide Security Services, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, for the said bid entitled:

"RFP PSPW-08-03"
"Security Services"

1.2 On **April 24, 2008** the bids were opened at the offices of the City Clerk.

1.3 On **May 21, 2008**, 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 professional services more particularly described herein below.

1.4.1 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 as more particularly described in **Composite Exhibit "A"** attached hereto and by this reference made a part hereof, in accordance with the Scope of Services outlined in the specifications, "RFP # PSPW-08-03, attached hereto and made it part hereof as **Composite 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 No. RFP PSPW-08-03, Addenda to this Agreement and Commission award complete with proposal form.

2.2 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 City's security services, as more specifically described in **Composite Exhibit "A"**.

2.3 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.

2.4 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 hereby agrees to conduct all work and services under this Agreement in accordance with all the applicable federal, state, and local laws or regulations. 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
PROTECTION OF CITY'S PROPERTY

At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY's property from all damage whatsoever on account of CONTRACTOR's performance of services carried on under this Contract.

Article 4
TERM AND TERMINATION

4.1 CONTRACTOR shall perform the maintenance services associated with the Property as identified in **Exhibit "A"** attached hereto and made a part hereof, for an initial **two (2) year** period commencing on **August 11, 2008** and ending on **August 10, 2010**.

4.2 This Agreement may be renewed for additional **two (2) year** terms upon mutual consent, evidenced by a written Amendment to this Agreement extending the term hereof.

4.3 This Agreement may be terminated by either party for cause, upon thirty (30) days written notice by the CITY to CONTRACTOR, in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, he shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount.

ARTICLE 5
CONTRACT SUM

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

5.2 Based on a LUMP SUM FEE OF AN AMOUNT NOT TO EXCEED **\$475,000 (Four Hundred Seventy Five Thousand Dollars)** per year, payable in bi-weekly payments for actual services performed for security services. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustment, relevant to providing these services.

5.3 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 assignee.

ARTICLE 6
CHANGES IN SCOPE OF WORK

6.1 CITY or CONTRACTOR may request changes that would increase, decrease, or

otherwise modify the Scope of Services, as described in **Composite 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 and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work..

6.2 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 7 INDEMNIFICATION

The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorney's fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

ARTICLE 8 CONTRACTOR'S LIABILITY INSURANCE

8.1 The CONTRACTOR shall not commence performance hereunder 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 approved.

8.2 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. These Certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least forty five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

8.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement is satisfied. 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 there under 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.

8.4 REQUIRED INSURANCE

8.4.1 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- | | | |
|----|---|-------------|
| A. | Bodily Injury | |
| 1. | Each Occurrence | \$1,000,000 |
| 2. | Annual Aggregate | 1,000,000 |
| B. | Property Damage | |
| 1. | Each Occurrence | 1,000,000 |
| 2. | Annual Aggregate | 1,000,000 |
| C. | Personal Injury | |
| | Annual Aggregate | 1,000,000 |
| D. | Completed Operations and Products Liability shall be maintained for two (2) years after the final payment. | |
| E. | Property Damage Liability Insurance shall include Coverage for the following hazards: X - explosion, C - Collapse, U - underground. | |

8.4.2 Errors & Omissions Coverage for Directors and Officers \$1,000,000 limit

8.4.3 Workers Compensation insurance shall be maintained during the life of this contract to comply with statutory limits for all employees, and 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. The following limits must be maintained:

- | | | |
|----|----------------------|----------------------------------|
| A. | Workers Compensation | Statutory |
| B. | Employer's Liability | \$ 100,000 each accident |
| | | \$ 500,000 Disease-policy limit |
| | | \$ 100,000 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.

8.4.4 Comprehensive Auto Liability – coverage shall include owned, hired and non-owned vehicles.

A.	Bodily Injury	
	1. Each Occurrence	\$1,000,000
	2. Annual Aggregate	\$1,000,000
B.	Property Damage	
	1. Each Occurrence	\$1,000,000
	2. Annual Aggregate	\$1,000,000

8.4.5 CONTRACTOR is required to post a Dishonesty Bond or its equivalent, as shall be determined by the City Attorney, in an amount equal to _____ with a deductible of _____.

8.5 The CONTRACTOR shall name the CITY as an additional insured on each of the policies required herein and shall hold the CITY harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

8.6 Any insurance required of CONTRACTOR pursuant to this Agreement must also be required by any sub-contractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work 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

ARTICLE 9 PROTECTION OF CITY'S PROPERTY

9.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY's property from all damage whatsoever on account of the work being carried on under this contract.

ARTICLE 10 CONTRACTOR'S INDEMNIFICATION

10.1 The CONTRACTOR agrees to release the CITY from and against any and all

liability and responsibility in connection with the above mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above mentioned matters.

10.2 The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

10.3 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that §725.06, Florida Statutes, requires a specific consideration be given therefor. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 11 INDEPENDENT CONTRACTOR

11.1 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 the CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of the CONTRACTOR, which policies of the CONTRACTOR shall not conflict with CITY, H.U.D., or United States policies, rules or regulations relating to the use of the CONTRACTOR's Funds provided for herein. The CONTRACTOR agree 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 12
PERFORMANCE BOND

12.1.1 At the time of the execution of this Agreement, CONTRACTOR shall have in effect a Performance Bond guaranteeing to the CITY the completion and performance of the Scope of Services and work covered in the Agreement. The Performance Bond shall at all times be valid and in force to cover the Work being performed. The Performance Bond shall be executed by a Surety Company approved by the U.S. Treasury Department, licensed to do business in the State of Florida, and having a registered agent in Broward County.

12.2 The CONTRACTOR agrees to keep such Bonds, or a replacement thereof, in force at all times during the course of performance of this Agreement. In addition to the foregoing requirements, such Bond shall contain provisions, whether by attaching endorsements or supplemental agreements, guaranteeing to the CITY the completion of services of the performance of this Agreement. CONTRACTOR may comply with the requirements of this provision by causing said Bond to specifically name the CITY OF PEMBROKE PINES as one of the parties to whom the protection afforded by said Bond is extended or as an alternative, may furnish the CITY with a separate Performance Bond meeting the same criteria provided above.

ARTICLE 13
DEFAULT OF CONTRACT & REMEDIES

13.1 **Liquidated Damages.**

As a breach of the service provided by this Agreement would cause serious and substantial damage to the CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by the 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, the CITY may elect to collect liquidated damages for each such breach, and the Contractor will pay the CITY as liquidated damages, and not as penalty, five (\$500.00) hundred dollars for every day of such malfunction. This sum is the agreed upon amount by which the 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 the CITY may have as to any subsequent breach of service under its Agreement.

13.2 **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:

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

13.2.2 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.

13.2.3. 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.

13.2.4. 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.

13.2.5. 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.

13.3 **Remedies in Default.** In case of default by CONTRACTOR, the CITY shall notify the 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 ("Surety"). If the abandonment, delay, refusal, failure, or neglect is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify the CONTRACTOR and the Surety 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.

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

monthly payments equal to those that would have been paid the CONTRACTOR had the CONTRACTOR continued to perform the services under the Agreement.

13.3.2. If such Surety fails to perform, the CITY may complete the Contract, 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 Contract, and charge the cost of same to the CONTRACTOR and/or the Surety together with the costs incident thereto to such default.

13.3.3. In the event the CITY completes the Contract at a lesser cost than would have been payable to the CONTRACTOR under this agreement, if the same had been fulfilled by said CONTRACTOR, CITY shall retain such differences. Should such cost to the CITY be greater, the CONTRACTOR and/or the Surety shall pay the amount of such excess to the CITY.

ARTICLE 14 BANKRUPTCY

It is agreed that if the 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 15 DISPUTE RESOLUTION

15.1 **Arbitration.** In addition to any other remedy provided hereunder, the CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Contract if arbitration is elected by the CITY. Any controversy or claim arising out of or relating to this Contract, 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 the CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

15.2 **Operations During Dispute.**

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

15.2.2 The CONTRACTOR expressly recognizes the paramount right and duty of the CITY to provide adequate maintenance of the 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 the 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 the CITY.

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

ARTICLE 16 MISCELLANEOUS

16.1 **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.

16.2 **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.

16.3 **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 three (3) 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.

16.4 **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 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.

16.5 **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 the 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, the 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.

16.6 **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, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

City: Charles F. Dodge, City Manager
 City of Pembroke Pines
 10100 Pines Boulevard
 Pembroke Pines, Florida 33025
 Telephone No. (954) 431-4884
 Facsimile No. (954) 437-1149

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) 771-4900
 Facsimile No. (954) 771-4923

Contractor: Olalekan Shokunbi
 Bayus Security Services, Inc.
 6600 N.W. 27th Ave. Suite 207
 Miami, FL 33147
 Telephone No. 305-836-8383
 Fax No. 305-836-8544

16.7 **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.

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

16.9 **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.

16.10 **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.

16.11 **Governing Law.** This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

16.12 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

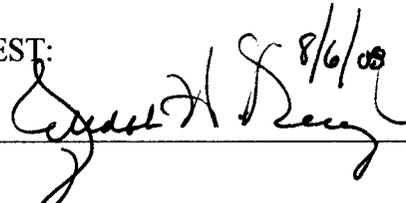
16.13 **Waiver.** Failure of the CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain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

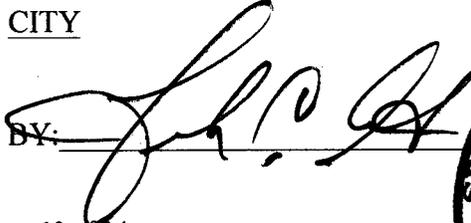
16.14 **Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit Court in and for Broward County.

16.15 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

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

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

ATTEST:

8/6/08

CITY
BY: 



JUDITH A. NEUGENT, CITY CLERK

FRANK ORTIS, MAYOR

APPROVED AS TO FORM.

Julie Hahn 8/4/08
CITY ATTORNEY

CONTRACTOR

WITNESSES:

St. Friederica
Rosemarie Trapp

BY: [Signature]

ATTEST:

SECRETARY

STATE OF FLORIDA)

)SS:

COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Ola Iekan Shokunbi as President, of BAYUS SECURITY SERVICES, INC. an organization, authorized to do business in the State of Florida, and acknowledged executed the foregoing Agreement as the proper official of BAYUS SECURITY SERVICES, INC. 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 25 day of July, 2008.

Terril Burzo
NOTARY PUBLIC

My Commission Expires:





City of Pembroke Pines



Frank C. Ortis, Mayor
 Carl Shechter, Vice-Mayor
 Charles F. Dodge, City Manager

Angelo Castillo, Commissioner
 Jack McCluskey, Commissioner
 Iris A. Siple, Commissioner

March 25, 2008

RFP #PSPW-08-03

NOTICE TO PROPOSERS

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

"Security Services"
 RFP # PSPW-08-03

Specifications may be obtained from the Public Services Department located at 13975 Pembroke Road, Pembroke Pines, Florida 33027, (954) 437-1111.

Proposals will be accepted until 2:00 p.m., Thursday, April 24, 2008, in the Office of the City Clerk, Administration Building, 10100 Pines Boulevard, Pembroke Pines, Florida, 33026, to be opened at 2:30 p.m.

For additional information please contact, Ken Friedrichs, Division Director of Purchasing at (954) 437-1111.

Envelopes must be sealed and plainly marked:

**"RFP # PSPW-08-03
 "Security Services"**

The City Commission of the City of Pembroke Pines reserves the right to reject any and all proposals; to waive any and all informalities or irregularities, and to reject all or any part of any proposal as they may deem to be in the best interest of the citizens of the City of Pembroke Pines.

CITY OF PEMBROKE PINES

 Judith A. Neugent
 City Clerk

10100 Pines Boulevard • Pembroke Pines, Florida 33026 • 954-435-6501

Security Services
PSPW-08-03

The City is seeking a contractor to provide security services at various sites located in Pembroke Pines.

All labor, supervision, equipment and materials required to ensure the proper performance of this work, unless otherwise specified, shall be furnished by the contractor. Personnel will be in uniform and will carry cell phones or direct communication radios supplied by the contractor. Hours required at any site to be determined by the City.

While providing this service, the contractor will have one individual on site and a vehicle will not be provided. A series of patrols will be performed at regular intervals at the various sites.

These patrols will include entire sites and security personnel will not be expected to enter the buildings.

Contractor shall have a system to assure complete and timely patrols of area at appropriate locations.

All employees shall have proper identification cards and all required appropriate background checks to work at a school and shall have a minimum of two years experience, the last six months of which shall have been with the contractor.

Employees shall check in and check out at the end of shifts with their company and provide daily activity logs on a weekly basis.

The rates quoted on the Proposal Form shall be in effect at all times, including weekends and holidays.

Contractor shall quote rates to provide armed and unarmed services depending on the City's needs.

All rest and meal breaks shall be taken on site.

The rates quoted in response to these specifications shall be valid for an initial period of two years and may be renewed for two additional two year terms upon mutual agreement.

Bid security in the form of a bid bond or certified check made payable to the City of Pembroke Pines in the amount of \$2,500.00 shall be furnished with the proposal package.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS.

1. SUBMISSION AND RECEIPT OF BIDS

- A. Proposals, to receive consideration, must be received prior to the specific time opening as designated in the invitation.
- B. Unless otherwise specified, bidders must use the proposal form furnished by the City. Failure to do so may cause the bid to be rejected. Removal of any part of the bid may invalidate the bid.
- C. Proposals having any erasures or corrections must be initialed by bidder in ink. Bids shall be signed in ink. All quotations shall be typewritten or filled in with pen and ink.

2. 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. PRICES TO BE FIRM:

Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from date of bid opening unless otherwise stated by the City or bidder.

4. 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.

5. 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, it is the vendors responsibility to name such a product is equal to that specified. Evidence in the form of samples may be requested if brand is other than that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified.

6. 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.

7. SIGNATURE REQUIRED:

All quotations 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.**

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 seller's expense.

9. VARIATIONS TO SPECIFICATIONS:

The specifications, as set forth, are guideline specifications only. The specifications do not have to be strictly adhered to; however, any variation to these specifications must be specifically listed and included with the bid documents. Any variation to these specifications must be within reason, and must meet minimum bid specifications.

10. DELIVERY:

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.

11. 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.

12. 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.

13. 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.

14. 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 bidder's expense.

15. TAXES:

The City of Pembroke Pines is exempt from any taxes imposed by state and/or Federal Government. Exemption certificates certified on request. (Not applicable on construction remodeling projects.)

16. FAILURE TO QUOTE:

If you do not quote, return quotation sheet and state reason. Otherwise, your name may be removed from our mailing list

17. 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.

18. SIGNED BID CONSIDERED AN OFFER:

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.

19. 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).

20. CONFLICT OF INSTRUCTIONS:

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

21. LAWS AND REGULATIONS:

All applicable laws and regulations of the Federal Government, State of Florida and Ordinances of the City of Pembroke Pines shall apply to any resulting award.

All OSHA Standards, rules and/or regulations will apply to any item(s) of equipment or materials supplied as a result of this bid.

Bidder warrants by signature on his proposal sheet that prices quoted here are in conformity with the latest federal price guidelines, if any.

22. DAVIS-BACON & RELATED ACTS:

Contractors or their subcontractors are required to comply with all aspects of the Davis Bacon Act as it applies to construction, alterations or repairs of public buildings or public works.

The Davis-Bacon Act requires that each contract over \$2,000 to which the United States or the District of Columbia is a party for the construction, alteration, or repair of public buildings or public works shall contain a clause setting forth the minimum wages to be paid to various classes of laborers and mechanics employed under the contract. Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.

In addition to the Davis-Bacon Act itself, Congress has added prevailing wage provisions to approximately 60 statutes which assist construction projects through grants, loans, loan guarantees, and insurance. These "related Acts" involve construction in such areas as transportation, housing, air and water pollution reduction, and health. If a construction project is funded or assisted under more than one Federal statute, the Davis-Bacon

prevailing wage provisions may apply to the project if any of the applicable statutes requires payment of Davis-Bacon wage rates. Davis-Bacon wage determinations are to be used in accordance with the provisions of Regulations, 29 CFR Part 1, Part 3, and Part 5.

23. LOCAL GOVERNMENT PROMPT PAYMENT ACT

The law restricts the percentage of payment that local governments may withhold from contractors during construction. Once a construction project is substantially completed, the law requires local governments to develop a list of items (punch list) for final acceptance of construction services. §218.70, Florida Statutes.

24. FLORIDA MUNICIPAL CONSTRUCTION INSURANCE TRUST

The Contractor may be required to participate in the Florida Municipal Construction Insurance Trust (FMCI) program. This program provides members with a vehicle by which they may purchase certain insurance coverage through owner controlled insurance programs (OCIP) which are intended to be a comprehensive insurance product that covers specified risks associated with contractors and subcontractors performing the construction of member's public facilities.

25. TAX SAVER PROGRAM

The Contractor shall cooperate on certain projects to allow the City to avail itself of a sales tax savings program.

26. 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."

Judith A. Neugent
City Clerk
CITY OF PEMBROKE PINES
10100 PINES BOULEVARD

The Contractor shall not commence work under this contract until he 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 sub-contract until all similar such insurance required of the subcontractor has been obtained and approved

CERTIFICATES OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the WORK. These Certificates shall contain a provision that coverages afforded under these policies shall not be canceled until at least thirty (30) days prior written notice has been given to do business under the laws of the State of Florida. Financial Ratings shall be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

Insurance shall be in force until all work required to be performed under the terms of the Contract is 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 contract, then in the event, the Contractor shall furnish, at least thirty (30) 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 contract and extension thereunder is in effect. The Contractor shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

The Contractor shall hold the City of Pembroke Pines, Florida, their agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this contract and specifically name the City as an additional insured under their policy.

The City reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

REQUIRED INSURANCE

1. **COMPREHENSIVE GENERAL LIABILITY** insurance to cover liability, bodily injury, and property damage. Exposures to be covered are: premises, operations, product/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:
 1. **BODILY INJURY**

(a)	Each Occurrence	\$1,000,000.00
(b)	Annual Aggregate	\$1,000,000.00
 2. **PROPERTY DAMAGE**

(a)	Each Occurrence	\$1,000,000.00
(b)	Annual Aggregate	\$1,000,000.00
 3. **PERSONAL INJURY**

(A)	Annual Aggregate	\$1,000,000.00
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 4. Completed Operations and Products Liability shall be maintained for Two (2) years after the final payment
 5. Property Damage Liability Insurance shall Include Coverage for the following hazards:
X-explosion, C-collapse, U-underground
2. **WORKERS COMPENSATION** insurance shall be maintained during the life of this contract to comply with statutory limits for all employees, and in the case any work is

Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. The Contractor and his subcontractors shall maintain during the life of this policy Employers Liability Insurance. The following limits must be maintained:

1.	Workers Compensation	Statutory
2.	Employer's Liability	\$500,000 per occurrence
3.	COMPREHENSIVE AUTO LIABILITY	
1.	BODILY INJURY	
	(a) Each Occurrence	\$1,000,000.00
	(b) Annual Aggregate	\$1,000,000.00
2.	PROPERTY DAMAGE	
	(a) Each Occurrence	\$1,000,000.00
	(b) Annual Aggregate	\$1,000,000.00

Coverage shall include owned, hired, and non-owned vehicles.

PROPOSAL FORM

BID: #PSPW-08-03

DATE: April 24, 2008

TO: CITY OF PEMBROKE PINES
10100 PINES BOULEVARD
PEMBROKE PINES, FL 33026

IN ACCORDANCE WITH THE "Requests for Proposals" dated March 25, 2008 titled "Security Services" attached hereto as a part hereof the undersigned proposes the following:

- 1) Total Cost to provide all labor, materials and all other associated costs to provide the required security services at the designated locations, per specifications, per hour
 - \$ _____ armed
 - \$ _____ unarmed

- 2) Cost to provide marked/lighted golf cart \$ _____

PLEASE PRINT

NAME _____

COMPANY _____

STREET ADDRESS: _____

CITY & STATE: _____

ZIP CODE: _____ TELEPHONE: _____

SIGNATURE: _____

TITLE: _____

****NOTE** THIS YELLOW PROPOSAL FORM MUST BE SUBMITTED**

April 22, 2008

Mr. Ken Friedrichs
Division Director of Purchasing
10100 Pines Boulevard,
Pembroke Pines, Fl.33026

Re: Proposal for RFP No.PSPW – 08 - 03.

Dear Mr. Ken:

We at Bayus Security Services, Inc. are pleased to submit our proposal to be of service to City of Pembroke Pines, as represented by the Purchasing Department City of Pembroke Pines, to provide Security Guard Services to ensure the highest level of security at the locations outlined in this Request for Proposal.

Bayus Security, Inc. has been in existence since 2000 and has over 250 security personnel. The company Bayus was set up to provide security guard services and security training school for armed and unarmed security officers to protect people and property. The company also provides private investigative security services to governmental, industrial, commercial and professional organizations and agencies. The company has provided armed and unarmed security services for numerous entities since its origination while adhering strictly to the profession's highest ethical standards. Bayus Security's work with major county government, public and private clients, coupled with its status as a registered SDB of various Federal and city agencies, will ensure the delivery quality and timely services.

Federal, State and County government agencies, along with a wide-range of small to large companies, have retained Bayus Security Services. Our team includes highly trained security officers with many years of experiences as military or civilian police and as security officers for other agencies. Furthermore our team's knowledge and first-hand experience with Miami-Dade County Government facilitates our ability to successfully complete the service requested. We are a local organization with extensive ties and a vested interest in our community; as well we will be more responsive to the needs of City of Pembroke Pines.

The following is a list of few of the governmental agencies in various capacities that our company has provided its professional services to:

<i>Florida Department of Transportation</i>	<i>Miami-Dade County Public Schools</i>
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<i>Miami- Dade County Special Training District</i>	<i>Florida Department of Children & Families</i>
<i>Department of Veteran Administration</i>	<i>Supra Telecom</i>
<i>State of Florida Keys Aqueduct Authority</i>	<i>Hotel Intercontinental</i>

With our previous experience, expeditious time frame for the project completion and veteran staff that is able to deliver professional service is the reason we should be selected by the City of Pembroke Pines Purchasing Department to render services for this project. As well we are fully aware of the project timetable and are able to satisfy the report deliverables in the pre-allocated schedule.

Bayus Security Services, Inc. is capable, prepared and committed to serving the needs of the City of Pembroke Pines. As well our team of officers currently and in the past has served the needs of many government, industrial, commercial, and professional organizations and agencies. If you have any questions, require changes to the scope, need additional information and/or desire to contact us for oral presentations please feel free to contact me at (305) 836-8383.

Best Regards,



Olalekan Shokunbi
President

TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE NO.
1	COVER PAGE	(RFP#PSPW-08-03)
2	SUBMISSION LETTER	2-PAGES
3	TABLE OF CONTENTS	1-PAGE
4	EXECUTIVE SUMMARY	1-26
5	MINIMUM QUALIFICATION REQUIREMENTS	2-PAGES
6	KEY PERSONNEL	23-PAGES
7	EXPERIENCE AND PAST PERFORMANCE	3-PAGES
8	RECRUITMENT PLAN, PERSONNEL DEVELOPMENT PLAN AND TRAINING	5-PAGES
9	FINANCIAL CAPABILITY	2-PAGES
10	APPENDICES <i>Occupational License</i> <i>Professional Licenses</i> <i>Minimum Qualification Support</i> <i>Letter of Recommendations</i>	15-PAGES
11	MIAMI – DADE COUNTY SCHOOL BOARD CONTRACT SCOPE OF SERVICES LOCATIONS	

EXECUTIVE SUMMARY

In 2000, Shokunbi Olalekan, popularly know as Chief Lakes, incorporated his own security company by the name of Bayus Security Services, Inc. The name Bayus was derived from the name of his son whom is named "Bayo" which means "Blessing is Born."

Bayus Security Services, Inc. Was incorporated in November 2000 with the State of Florida Department of State, Division of Licensing. The company Bayus was set up to provide security guard services and security training school. Both for armed and unarmed security services to protect people and property. The company also provides private investigative security services to governmental, industrial, commercial and professional organizations/agencies.

In terms of the experience, Bayus may be new with the registration of the company, but the owner and the team members have thought of setting up Bayus and are not new in the security business.

The company personnel are highly experienced in serving both the public and private sectors as well as being pro-active in their planning methods. You can be assured that behind you stands a large, diversified corporation that is ready to assist you in the proper performance of your duties. Working with Bayus can be the way to a rewarding life-long career in the security field. You should make every effort to learn as much about Bayus as possible. Start out by learning the name of your Bayus Manager, Field Supervisor and your Site Supervisor.

Keeping in mind the proper chain of command, feel free to speak with your supervisors at the proper time, when you have questions or comments. As a Bayus security officer, you will receive special training at our Bayus Security Training School to develop the skills of your profession. Your career with Bayus will depend on your performance, length of time on the job, and the particular assignments currently available. Many employees will be progressed to higher paid positions with increased responsibilities. There are many benefits and possibilities that await you as a Bayus security officer.

Reference to the above, let me refer you to some but not all of the big government contracts that Chief Laks (the President of Bayus) ever took over as an operations manager for another security company and have the smooth running of every contract until he decided to make use of his experience in the security field to set Bayus up.

- Miami-Dade County G.S.A. Security contract took over July 1, 1994 through February, 2001
- Florida Department of Transportation contract took over January, 2000 through February, 2001
- Miami-Dade County Public Schools contract took over May, 1998 through February, 2001
- Miami-Dade County Special Taxing District contract took over January, 2000 through February, 2001
- Department of Veteran Administration contract took over January, 1998 through February, 2001
- Florida Department of Children and Families contract took over May, 1998 through February, 2001

GENERAL ORDERS

As a Bayus Security Officer, it is your duty and responsibility to:

- A. Take charge of your post and protect life and property when endangered.
- B. Work your post in an alert, courteous and disciplined manner by observing everything that takes place within sight or hearing.
- C. Know your client's post orders and report all security violations, safety violations, and fire hazards.
- D. Never leave your post unless properly relieved.
- E. Receive, obey, and pass on to the guard who relieves you, and all orders from your supervisor and the client representative.
- F. Limit your conversations to duties, avoid casual conversations with may distract you.
- G. Give alarm and notify the proper authorities in case of fire, intrusion, or disorder.
- H. Call your supervisor regarding any incident not covered by the Bayus security general orders or by your post orders.
- I. Be especially watchful at night, challenging and identifying all persons on or near your post.
- J. Allow no one to enter or leave the client's facilities without proper identification or authorization.
- K. Maintain the logbook as a permanent record of all violations or security fire safety, client regulations or usual incidents.
- L. Be neat, clean, well groomed, and properly uniformed at all times while on duty.

POST ORDERS

Post orders are special procedures, which are to be followed at individual facilities. These instructions establish specific routines for the post and they prescribe the correct course of action required of a security officer in accordance with the client's security requirements and policies.

Post orders will be provided to you on assignment. Study them carefully and learn them thoroughly.

Is not possible to include there in written instructions a course of action, which will cover all situations. In cases not specifically covered by written instructions, you must use good judgment and contact your supervisor to obtain further instructions.

In your role as a security officer you are prescribed to be the person in charge of every situation. To this end, a guard must always be aware of his or her conduct.

CLEANLINESS OF THE POST

The guard's post will be kept neat and orderly at all times. Only authorized individuals will be permitted in the post. Using this area for storage, hanging personal clothing, equipment or belongings are prohibited.

TELEPHONES

In answering or using the telephones, the following instructions and procedures will be followed:

- The telephones will only be used for matters related to performance of the security officer's duties. The telephones are not for personal calls.
- Answer the telephones as promptly as possible. In answering the telephone, always assume that the call is important and act accordingly.
- Speak clearly into the mouthpiece in a moderate tone. Your tone of voice should be polite and helpful.
- Have a pad and a pencil handy to take notes and all times.
- Identify yourself immediately as "Security Officer, speaking." Do not shout "Hello."
- If the caller does not identify himself/herself, inquire, "May I Ask Who's Calling?" Do not say, "Who is this?" Always ask the caller to spell his/her name and to give you a number where he/she can be reached.

KNOWLEDGE

In order for a security officer to perform his/her duties, primarily in plant, the following knowledge is essential.

1. Knowledge of the procedures in the Bayus standard procedures book for security officers.
2. Knowledge of the general instructions contained in this handbook.
3. Knowledge of the post orders for the post to which you are assigned.
4. Knowledge of the plant's physical layout and the general area surrounding the plant.
5. Knowledge of the company's rules.

Knowledge (cont.)

It is essential for security officers to have a complete knowledge of the building and the offices and departments that they are to protect. This knowledge is also necessary for directing visitors and employees and for providing other required information. Specifically, the security officer is required to know the following:

- Location of all departments and personnel.
- Location of the telephones (including those for which “night connections” are established).
- Where all stairways and doors lead.
- Where material are stored.
- Location of fire fighting equipment, such as hand extinguishers, fire hoses, and fire hydrants.
- Location of light switches.
- Location of control rooms.
- Location of all valves controlling the supply of water to sprinkler systems and also where extra sprinkler heads are stored.
- Location of fuse boxes, power control switches, steam valves, hydrants, and other control devices.

In case of a fire or other emergencies, it is important that the officer be able to direct the fire department or other emergency force to the proper locations.

AWARENESS

A security officer must become so familiar with the area for which he/she is responsible that anything out of the ordinary will be immediately apparent. A door left ajar, or plant equipment left out of place should arouse the officer's attention and depending on the situation, be noted in the logbook.

While becoming familiar with the plant layout, the security officer should avoid falling victim to routine. The security officer should make small alterations in the normal rounds where possible in order to maintain a state of complete awareness.

The security officer should be alert to any unusual odors, which may cause injury, property out of place, which may indicate theft, or noises, which many indicate, malfunctioning machinery.

PROTOCOL

The security officer's first job is to be courteous. However, it is important for the officer to maintain a professional distance between himself/herself and the client's employees.

At the same time, the security officer should make a special effort to greet the client contact and company officers by name. For example, a security officer is expected to say "Good Morning Chief Laks" or "Good Evening Chief Laks" when he encounters the client contact or company officers.

In situations where the security officer is required to keep his post clear of client personnel, he/she must do so. However, in rare instances or inclement weather or unsafe surrounding, the security officer must use good judgment and common sense. If it is not possible to direct the client to a place where he/she may wait in comfort, it may be necessary in some cases to allow the client's personnel in to the restricted area in such circumstances the security officer should keep the client's personnel in an area where they can be observed and controlled.

Should it become necessary for the security officer to make clock rounds during this time. The officer should call his/her supervisor to explain the situation and ask for advice.

Communicating with your supervisor if a situation develops where the security officer is uncertain how to proceed. He/she should contact the supervisor.

Unless the matter is pressing, however, the supervisor should not be contacted during hours, which common sense dictates might be inconvenient. Such calls should be noted in the logbook.

UNIFORMS AND PERSONAL APPEARANCE

Whenever a security officer is assigned to a post, he/she must always be aware of the security officer's role as a representative of Bayus Security Services, Inc.

APPEARANCE

Personal cleanliness and neatness are basic requirements for security officers. Neatness in appearance calls for hair to be properly cut, fingernails and hand to be clean, and for men to have clean-shaven faces.

The Bayus security uniform is a prestigious identifying element of the company. You should be in the prescribed Bayus uniform at all times while on duty. Your uniform should be kept clean and neat. It should never be allowed to become frayed or spotted.

The prescribed uniform will be worn during the winter or summer months, depending upon local conditions.

- Uniforms and equipment differ at various Bayus offices. However, certain requirements for the care maintenance and wearing of the uniform are all the same.
- The uniform will be kept clean, in good repair, and unwrinkled. Black shoes should be kept well polished.
- Unless you are directed otherwise, the sheriff hat with Bayus' badge will be worn at all times while on duty. The sheriff hat will be worn properly, not to the side of the head not tilted to the back of the head. The same rule applies to the Bayus Security cap with Bayus' badge.
- A tie (color as prescribed) will be worn at all times.
- The shirt collar will be kept buttoned at all times, unless otherwise authorized. Sleeves shall be kept rolled down and kept buttoned, except for Summer uniforms.
- No uniform equipment or any parts will be worn other than those authorized by the Bayus Security Management.
- Any equipment deemed necessary will be issued by the Bayus Security Management.



Various types of equipment will be the disposal of the security officer. No equipment is to be used without authorization.

VEHICLES

Many of you will be required to drive vehicles as a part of your duties. It is essential that you are properly licensed in your state before you operate a vehicle, even if you are driving on private property (whether driving a Bayus' vehicle or the client's vehicle) it is your responsibility to hand the vehicle in a proper and safe manner.

- Never leave keys in the vehicle unattended.
- Make certain that the vehicle is properly maintained before operation.
- Note and report all deficiencies more detailed your supervisor will give instructions.

WEAPONS

A weapon is defined as any instrument or devise that can be used to inflict bodily harm. No Bayus officer carries a weapon unless specially trained and specifically authorized by his/her supervisor and the client. Those of you who will be given weapons are accepting the burden of responsibility for it possession. If you have been issued a weapon, it is because you have show that you handle this responsibility. Extreme caution is essential.

Under no circumstances is the security officer to carry an unauthorized weapon to his/her post. Unauthorized weapons concealed or otherwise are a hazard to you, your client, Bayus, and with whomever you come in contact with. Do not carry unauthorized weapons regardless of how dangerous you may think your assignment may be. This rule is a strict policy of Bayus Security Services, Inc. any violation of this rule will result in immediate dismissal.

- a. Nightsticks: If you are issued a nightstick, you are also issued a proper holster. You should not draw your nightstick unless it is absolutely necessary for you to use it as a weapon. Do not leave the nightstick on top of desks, cabinets, or any place that is accessible to an unauthorized person.
- b. Teargas, mace or any chemical irritants: The policy of this company is that chemical irritant will not be issued to security officers. If your client desires you to carry such or any weapons you must immediately notify the office.

At times, the security officer will be called upon to perform his/her duty under extraordinary circumstances. Preparedness is the way to safety.

POWER FAILURES

The Bayus Security supervisor should be informed of the situation immediately. A list of telephone number and people to contact will be available at the post. Make the calls and check post orders for further details.

NATURAL DISASTERS

Security officers should be familiar with the client's emergency evacuation plans and post orders on the subject. The security officers should apprise his/her supervisor of the situation at the earliest possible time and assist local emergency authorities in any way possible.

BOMB THREATS

Security officers have been known to receive bomb threats against their clients. The potential loss in property and life makes it essential that we respond effectively and swiftly. When a bomb threat call occurs, the security officer should ask:

- When will the bomb go off?
- Where is the bomb planted?
- What floor is it on?
- What side of the building is it on?
- What does it look like?
- What sort of explosives was used?
- How powerful is the bomb?
- How was it placed?
- What is the reason for the bomb?
- What is the caller's name?

Keep the caller on the line as long as possible. Do this by asking the caller to repeat the message. Write down as many of the words spoken by the caller as possible. The information may help in identifying the severity of the problem, as well as the identity of the caller.

Listen for anything distinctive about the caller's voice or speech. Listen for distinctive background noises, such as voices, motors, running, background music, etc. Immediately after the call, write the information you have in the spaces provided at the end of this booklet. And report to client management and to your field supervisor.

FIRE PROCEDURES

One of the single most destructive emergencies is fire. There are several procedures that should be strictly followed in a fire emergency.

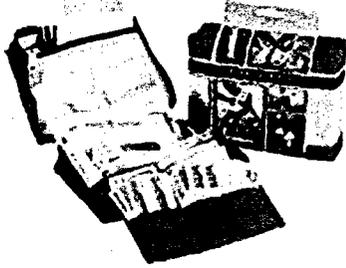
Here's what to do:

- a. Always call the fire department first. Give the location of the building where the fire has occurred. Give the telephone number from which you are calling. Do not forget to leave your name.
- b. Get everyone out of the building or area.
- c. If the fire is small, use an extinguisher.
- d. Stay near an exit; do not cut off your escape.
- e. Do not go into small rooms. If you are using an extinguisher, direct it from outside, so that you do not block you exit from the room.
- f. Ventilate the premises after the fire is out.
- g. If the fire gets too large, get out and close the doors behind you.
- h. Know the four types of fires:
 - i. Class "A": Burning materials, such as wood, paper, trash, etc.
 - ii. Class "B": Burning gasoline, oils, thinners, paints, etc.
 - iii. Class "C": Burning live electrical equipment, such as electrical motors, switch boards, electrical panels.
 - iv. Class "D": Fire involving certain combustible materials, such as Magnesium, Titanium, Zirconium, Sodium, Potassium, etc. Such fires require a special heat-absorbing extinguisher, which will not react with the burning materials.

In all cases, it is important that you use the proper extinguisher on the class of fire that you are confronted with. Read all extinguisher labels on your job site carefully. All extinguishers are marked according to the class of fire. Therefore, you must know the proper one to use each type of fire.

FIRST AID

In order to administer first aid, it is imperative that you be trained and qualified accordingly. Even with this training, it is important that you know what your limitations are. If you have not received that necessary training, do not attempt to administer first aid under any circumstances. This could aggravate the existing symptoms. Your primary responsibility is to send for a doctor and make the injured party as comfortable as possible.



SAFETY PRACTICES

Patrolling a plant of foot makes the security officer vulnerable to all pedestrian hazards such as slipping and falling. Since patrols are most frequently conducted at night, in dimly lit areas, the requirement to observe common sense safety measures is obvious. The fact that the security officer is often alone at a plant increases the danger of carelessness, which could result in injuries preventing the security officer from calling for assistance. Observing safety rules certainly will reduce the chance of serious injury and could save your life.

The first tour is the most important one of the entire shift if all is in order or this round, any later deviation should be a cause for concern. The following checklist may prove helpful.

- a. On night shifts, use flashlights if lighting conditions are not adequate for patrol
- b. Avoid short cuts between or through building and across grounds unless necessary in the normal routine of the inspection work.
- c. Always walk on the left side of the roadway, facing on-coming traffic (assuming sidewalks are not provided).
- d. Use handrails when ascending and descending stairs. Take one step at a time, do not run.
- e. When crossing tracks, step over the rails not on them.
- f. Avoid crossing through ditches where possible use crosswalks.
- g. Observe all safety warning signs.
- h. Be alert for leaks of any kind.

Safety Practices (cont.)

When in the vicinity of overhead pipelines:

- a. Do not walk through a concentration of fumes. Never assume fumes to be harmless
- b. Snow and ice tend to create hazards. Be especially alert under such conditions. Report un-sanded or un-cleared walks.
- c. Slippery or wet floors present an accident hazard. Be alert to avoid slipping or falling.

PLANT PATROLLING

Patrolling is one of the most important duties of a security officer, but it is possible to make all the rounds, visit all of the places as scheduled, and still fail to give the plant adequate protection. Patrolling means more than walking, it means observing.

Before starting the first patrol, the security officer should check their equipment. They should have a notebook and a pen or pencil, a flashlight, if at night or in a dark area, they should carry any authorized weapons and should have a heavy coat or raincoat, if the weather requires it.

Security officers should be familiar with the entire plant. Especially with the area of patrol. They should know the layout of all the grounds and buildings, including entrances and exits, and the control points for gas, water, and electrical systems.

A security officer should know the fencing weaknesses, if any. They should also know the quickest route from any point in the plant to any other point in the plant, in case of emergency.

Finally, a security officer should possess the common sense to recognize an emergency when it arises, and to act promptly and properly.

If post orders require "periodic call in" during the shift, security officers must make certain that they will be back to the phone or that there will be a phone available along the patrol route, at the required time.

In some cases, security officers are required to call in hourly to report to their dispatcher in the office. Should they fail to call, the supervisor will make a personal check.

HAZARD CHECKLIST

FIRE HAZARD

- Stack of empty cartons
- Pile of oily rags
- Uncapped or leaking containers
- Faulty electrical wiring
- Overloaded electrical fixtures
- Smoldering cigarettes in wastebaskets and ashtrays
- Inoperative fire doors
- Defective hoses, nozzles, sprinklers, and extinguishers

ACCIDENT HAZARDS

- Spilled liquids
- Loose boards
- Tears in carpet
- Loose handrails
- Objects falling from above
- Inoperative warning lights
- Missing barriers

SECURITY BREACHES

- Broken alarms
- Inoperative locks
- Lost keys
- Broken Fences
- Open or broken doors, gates, or windows

Security officers must be observant and should use all of their senses while patrolling. Good security requires common sense and sound judgment. Machines, which are left, running, should not be turned off unless specified by client's regulations.

This also works in reverse. If machines are found to be off, they should not be turned on, unless specified in writing by the client. If there is any doubt, post orders should be consulted and the supervisor should be called.

In order to assure the client that all the points on the patrol have been visited and in the proper order. The security industry has adopted the use of the portable keypunch time clock. There are several types and manufactures of these devices. But they all operate in a similar fashion. Ask your operations manager for a demonstration. The most common clock used is the Detex, and the system is sometimes referred to as "Detex Rounds or Clock Rounds."

At the end of the day or tour, as required, the supervisor or the client contact opens the clock case. The recording is reviewed and filed for future reference. Any variation in the required sequence or time must be explained in your reports and logbook. It is not possible for the security officer to open the clock case without damaging the equipment. If any emergency exists and a good reason is apparent, the security officer will take care of the emergency or other apparent problem in favor of making the rounds. The variation, however, must be explained in the reports appropriate for the post.

ACCESS CONTROL

Placing a security officer at the entrance and exit points to the premises is the practical means of monitoring the flow of people and traffic. This responsibility of the security officer to come into personal contact with many people calls for good judgment, tact, and courtesy. There are several procedures consistent with this duty, which will be described in individual post orders.

IDENTIFICATION CARDS

The most common system to control access to a plant or building is through the use of identification (ID) badges. Client employees are issued a card or badge with their name, photo and description. The employee must display their identification to the security officer to be allowed entry.



It is easy for a security officer to become lax when an ID badge access is used. Some employees will hold their badge up for plain viewing and comparison of the photo with their face, others will place the badge in a wallet with a limited view area, the wallet will be open and "flashed" with little opportunity for adequate observation. The courteous, but firm instances on a clear display of the ID card is required in such cases:

Security Officer: "Excuse me, Sir, Could you please remove the ID from your wallet for full identification?"

Company Employee: "Come on, I'm in a hurry. I always show my ID this way."

Security Officer: "My job requires a careful check." The officer smiles politely.

Premises using cards with electronic or photo reader to operate turnstiles or other barricades remove the responsibility of viewing the card. On these sites, security officers have to respond to employee who forgot their cards. Procedures for dealing with such situations will be covered in the post orders. Courtesy is important, unless it is set out in the post orders. Employees should not be allowed to pass based on personal recognition. The security officer risks admitting an employee who has been discharged and who's ID card has been taken.

EXIT CONTROLS

When an employee exits from the premises, there will be procedures to follow to insure that they do not carry merchandise or company property with them. Any large packages being carried out will require a property pass. Typewriters, calculator, and other items of officer equipment will require a form of authorization. Package and lunch box examinations, if required, will usually have explicit orders.

VEHICLE GATES

Vehicle gates present their own problems. Most clients allow only authorized vehicles into the plant area. Visitors are usually logged in and required to park in specific areas. Departing vehicles should be authorized.

Obtain proper authorization for any property to be removed from the client's premises. If a security officer sees something suspicious in a departing car, but has not instructions to allow for search or for further questioning, he/she should take the license plate number, vehicle description, and describe what is was that aroused suspicion. This should be done on the incident report form described in the section on reports. Truck gates will have instructions for keeping a log of vehicles going in and out. They will usually provide for identifying the driver and obtaining a copy of the invoice as well as for seal inspection.

KEY CONTROL

A most sensitive and important duty is key control. Most security post has one or more keys assigned to or available to the security officer on duty. These keys are usually to offices, buildings, and storerooms located along the patrol route they are necessary as part of inspection for fire and security.

Loss of these keys can be most serious and place a liability on Bayus to replace the lock. In some cases, if the keys are lost or is out of the possession and control of the security officer, Bayus would be liable for any loss of property protected by the locks.

Never lend a key to a client; employee, or any unauthorized person. If it is necessary to admit a person to a locked area, the security officer should do it personally and remain present until the person leaves.

If it is an employee who normally has access to the area during work hours but wants to come into work during off hours, he/she should sign the log showing time in and time out. If the procedure is unusual or suspicious, the supervisor should be informed immediately.

When a security officer accepts one key or a ring or keys, they should check carefully to make certain that all of the keys are accounted for. They should do the same when they pass the keys to the next shift, and they should note the inspection in the log. Some buildings and entire plants are on a master system, where one key will open many doors. The liability for the key is great and the responsibility must be properly understood.

If a client ever provides a key not discussed in the post order, the security officer should find out exactly why the key is being furnished, and what it will open. This should be noted in the log and the supervisor should be notified. When the key is passed on to the relief or the supervisor, it should be noted in the log.



Keys should not be carried home or a way from the client's premises. They should never be duplicated. If a key is lost, the loss should be reported immediately to the supervisor. If a security officer is relieved who cannot provide keys as described in the post orders, this should be noted in the post log and the supervisor should be notified immediately.

Written reports are essential to plant protection work. These reports concern past occurrences or present conditions. They are required for important reasons.

For one thing, they inform others of conditions, which may be corrected also, they are an aid to investigations and finally they are required for reference purposes.

The writing of reports is one of the most important duties of the security officer. It is essential that reports being accurate contain any facts and draw a complete word picture of what happened. Good report writing requires thought and concentration. The use of big words are not necessary, write your report in clear, simple language.

Keep in mind the five "w's." Who, what, when, where, and why. Then explain how the incident occurred:

- **Who:** Gives all available information, which will lead to the identification of the persons involved as well as witnesses.
- **What:** Explains the incident that took place.
- **When:** Tells the date and time of the incident.
- **Where:** Tells the place where the incident occurred.
- **Why & How:** Explains the events leading to the incident and say so. Be accurate. Do not risk making an unfair representation of events.

Other factors, which contribute to accurate reporting, are:

- **Observation:** You must see what has happened. Notice details; learn to estimate the number of people in a crowd. Note the license number if necessary and make and color car. When observing persons, note-distinguishing characteristics, such as height, weight, and hair color, complexion, scars, etc.
- **Clarity:** The reader should not have to guess at the meaning of your report.
- **Objectivity:** Don't let personal opinion enter into the report. State only the facts, what actually took place and remember the reader depends entirely on your report for this information.
- **Details:** Some of the important details to include in your report are the date, time, location, what action was take, if any, the results of the action taken, and who wrote the report.
- **Handwriting:** This report represents Bayus Security Services, Inc. to the client; therefore, you must write neatly and use printed letters.

BAYUS SECURITY SERVICES, INC.
INCIDENT REPORT

Case# _____

Date of Report: _____ Time of Report: _____

Location Name: _____ Location Address: _____ Incident: _____

Date of Incident: _____ Time: _____ Exact Location: _____

Report Writer Notified by: Radio Phone Contact Alarm Other

Backup/Supervisors on scene:

Police on scene: Yes No If yes, agency: _____ C/N: _____

Phone Report to be made later by: Victim Bayus Security/Supervisor

Sick/Injured: Slip/Fall Medical Medical Criminal On Job Injury Accident

First Aid: Given Refused Vict. Transported to: _____ Via _____

Fire/Rescue on Scene: Yes No If yes, agency: _____ Alarm# _____

Victim: Agency: _____ Contact: _____ Phone: _____

Victim's Name: _____ Race: _____ Sex: _____ Age: _____ D.O.B. _____

Address: _____ Phone: _____ Employer: _____

Occupation: _____ Bus. Phone: _____ Employee: Yes No

Reporter/Witness: _____ Race: _____ Sex: _____ Age: _____ D.O.B. _____

Subject's Name: _____ Race: _____ Sex: _____ Age: _____ D.O.B. _____

Height: _____ Weight: _____ Hair Color: _____ Eye Color: _____

Address: _____ Phone: _____ Employer: _____

Occupation: _____ Bus. Phone: _____ Employee: Yes No

Subject Arrested: Yes No Social Security Number: _____

Vehicle Incident: Year: _____ Make: _____ Model: _____ Doors: _____ Color: _____

Tag: _____ State: _____ Year: _____ Company Vehicle: Yes No

Point of Entry: _____ Force Entry: Yes No Amount of Damage: \$ _____

Property: Taken Recovered Seized Property Value \$ _____

Alarm: Act Imp. O/C Weather Faulty Equipment Unknown False Alarm: Yes No

Narrative: _____

Written by: _____ Signature: _____

Report writer: Company Supervisor Bayus Security Guard/Supervisor - Company: _____

BAYUS OFFICE USE ONLY

Signal: _____ Ref: _____ Type Case: _____ Loc Type: _____ Sector: _____

Bayus Supervisor _____ F/U FILE Grid _____ Date: _____

DAILY GUARD REPORTS

At the end of each shift, you will complete a daily guard report. Fill in the information at the top of the page and answer the questions by checking yes or no.

In cases where a "yes" is indicated on the check sheet, a written explanation of the circumstances should be entered on the logbook and on an incident report so the Bayus supervisor or the company management may take corrective action.

BAYUS SECURITY SERVICES
 6600 NW 27th Avenue, Suite 207
 Miami, FL 33147
 Phone: (305) 836-8383 Fax: (305) 836-8544

Day _____

Date _____

Shift _____

DAILY SECURITY REPORT

ITEMS 1 THRU 17 MUST BE ANSWERED/ ALL PERTINANT INFO. FOR ADDITIONAL SPACE, USE AREA BELOW.	
1. SUSPICIOUS VEHICLE/PEOPLE	
2. POLICE-FIRE-RESCUE	
3. SIGNS OFF OR NOT	
4. PARKING LOT LIGHTS	
5. ANY LIGHTS OUT	
6. ACCIDENTS	
7. INJURY	
8. DESTRUCTION OF PROPERTY	
9. GATES LOCKED	
10. MISSING VEHICLE	
11. DAMAGED VEHICLE	
12. DOCTOR STRONG	
13. FIRE ALARM	
14. UNLOCKED DOORS	
15. ESCAPE ATTEMPT	
16. BROKEN WINDOWS OR GLASS	
17. CLOCK ROUNDS MADE	

OTHER INFORMATION

INCOMING GUARD SIGNATURE: _____ OUT GOING GUARD SIGNATURE _____

LOG BOOK

The logbook is a record of routine activities. It is also a record of hazards and incidents for Bayus Security Services and the client. The logbook is a legal document, which can play a vital role in arrest proceedings, monetary claims, lawsuits, and disciplinary cases.

Logbook entries should include:

- Routine security duties
- Safety hazards
- Criminal acts
- Violation of company rules
- Defective equipment
- Accidents
- Corrective action taken

BAYUS SECURITY LOGBOOK

MONDAY, JANUARY 1, 2001		
0700	01/01/01	S/O CHIEF LAKS ON DUTY RECEIVED 10 KEYS, ONE TOUR CLOCK, ONE RADIO, CLIPBOARD AND LOGBOOK FROM OUTGOING OFC. JONES
0800		S/O STARTED FIRST ROUND CHECK
0900		S/O COMPLETE ROUND CHECK, ALL SECURED
1000		S/O CHIEF LAKS BEGAN SECOND PATROL
1100		GREASE ON SOUTH STAIRS BELOW SECOND FLOOR. WENT TO MAINTENANCE TO MAKE REPORT. S/O & MR. JOHN FROM MAINTENANCE CAME AND PUT SAND OVER GREASE.
1200		COMPLETE SECOND PATROL, ALL SECURED
1300		S/O STARTED THIRD PATROL
1400		S/O COMPLETED THIRD PATROL, ALL SECURED
1500		S/O CHIEF LAKS OFF DUTY, HANDOVER TO S/O TUNJI BELLO

MONDAY, JANUARY 1, 2001		
1500		S/O TUNJI BELLO ON DUTY. S/O ASSUMED DUTY WITH 10 KEYS, ONE TOUR CLOCK, ONE RADIO, CLIPBOARD AND LOGBOOK FROM OUTGOING S/O CHIEF LAKS
1600		S/O STARTED FIRST ROUND
1700		COMPLETED FIRST ROUND, ALL REMAIN SECURED
1700		S/O TUNJI BELLO OFF DUTY

EQUAL EMPLOYMENT OPPORTUNITY

DISCIPLINARY POLICY

In order to insure that we maintain a consistently high standard of personnel and services, Bayus Security Services, Inc. expects its security officers to work within the guidelines established by Bayus Security Services, Inc.

Violations, which will result in disciplinary action:

- a. Failure to be at workstations ready to begin work at the proper starting time.
- b. Failure to carry the security officer's license.
- c. Creating or contributing to unsanitary conditions at your job.
- d. Excessive absenteeism or tardiness.
- e. Excessive wage assignments, garnishments, wage deduction, summons, levies, etc. (subject to state law).
- f. Obscene, abusive language and/or malicious gossip while on the job.
- g. Failure to turn in complete and accurate report.
- h. Appearing for work poorly groomed and out of uniform. Security officers must appear for duty neat, well groomed, clean-shaven (men), and wearing black shoes. Only in Bayus issued uniforms and equipment may be used.
- i. Loafing or loitering during work hours.
- j. Posting or removal of notices, signs, or writing in any form on client property without the permission of the client.
- k. Willful refusal or failure to comply with safety precautions. This includes the failure to comply with safety precautions.
- l. Failure to report injuries or accidents immediately or misrepresenting facts regarding the same.
- m. Horseplay of any kind while on duty.
- n. Appearing on the clients' premises at any time other than his/her scheduled shift.
- o. Failure to notify your supervisor of an inability to report for duty at least four (4) hours prior to start of your shift your assigned hours of work.
- p. Any solicitation, collection of contributions, or distribution of literature of any kind on Bayus or clients' premises without prior approval or Bayus management.
- q. Failure to accept working assignments in the best interest of the company.

Violations, which will result in immediate discharge, are:

- a. Reporting to work under the influence or in the possession of alcoholic beverages or federally regulated drugs without the proper prescription, etc.
- b. Threatening, intimidating or coercing a fellow employee or an employee of the client
- c. Gambling, lottery, or other games of chance while on duty.
- d. Deliberate destruction or permitting damage to Bayus Security or Client's property, tools, machines, equipment, etc.
- e. Leaving the post without being properly relieved.
- f. Theft of property belonging to Bayus Security, Bayus employees, the client, or client employees.
- g. Willful violation of safety rules
- h. Willfully falsifying an application for employment, time, record, or other report requested by the company.
- i. Willful neglect or mishandling of Bayus Security or Client's equipment.
- j. Immoral conduct or indecency on Bayus or client's property.
- k. Possession of an unauthorized weapon on Bayus or Client's property.
- l. Stamping or reporting time for yourself or another Bayus employee for hours not actually worked.
- m. Fighting on Bayus or client's property.
- n. Sleeping during working hours.
- o. Accepting a bribe in connection with your work.
- p. Collusion, entering into a secret agreement for fraudulent or illegal purposes.
- q. Working for a competing guard contract service while working for a Bayus Security Service.
- r. Helping a person to secure stolen property.
- s. False reporting or lying.
- t. Misuse of company weapons.
- u. Refusal to cooperate in a company investigation.
- v. Committing willful acts of vandalism.

This description of violations is not intended to include others that are mentioned here.

Should cases develop which are not covered by these guidelines, they will be handled on an individual basis subject to such penalties as may be appropriate for the type of infraction involved.

GENERAL PRACTICES

Various responsibilities often fall to a security officer because of the nature of the job.

RELEASE OF INFORMATION

Security officers are not authorized to furnish to the press or anyone else any information that may come to their attention as a result of employment at the client's company. This includes information related to the client's company operations, employees, or management.

LOST AND FOUND

All lost, stolen, or abandoned property coming into the possession of a security officer shall be tagged, showing where found, date, and by whom, and secured according to your post orders.

FLAG RAISING

It is sometimes the responsibility of the security officer to raise the national flag. The national flag is to be raised at sunrise and lowered at sunset. When the national flag is required to be flown at half-mast, it should be raised to the top of the mast first, and then lowered to half-staff in lowering the flag from the half-mast positions; it should be raised to the topmast position first and then lowered.

Never let the national flag touch the ground when raising or lowering it. Flags must be folded properly, except when being dried or flown.

CLASSIFIED MATERIAL

On certain assignments, security measures may involve the safe guarding of classified materials. Special training will be given in those cases where classified material is involved.

LIMITS OF AUTHORITY

The security officer should be highly visible and should do as much as possible to prevent a crime, short of discharging a firearm. If the security office is unable to prevent a crime, it is then the officer's responsibility to observe, report, and contact immediately the appropriate enforcement authorities, their supervisor, and the client.

The security officer's limit of authority varies from jurisdiction to jurisdiction, however, security officers have no more power or arrest than any other citizen.

The security officer must be aware of the limitations of his/her powers in order to avoid any suit for damages in the event of a false arrest or illegal search.

It should be noted that under no circumstances are security officers considered police officers and thus have no more authority than the ordinary citizen.

GLOSSARY

Authorization: Permission provided by the proper authorities to execute a specific task.

Client: A person or company, which has engaged another person or company for the purpose of doing a job.

Courtesy: The polite, considerate, and respectful behavior shown by one person to another.

Discipline: the quality of self-control, orderliness, and efficiency maturity.

Emergency: A sudden and unexpected occurrence demanding immediate attention, a flood or an explosion for example.

Judgment: The ability to understand a situation and to deal with it in the proper manner.

Log: A written record of notable activities.

Patrol: The regular and organized inspection of an area.

Responsibility: To willingly take accountability for the successful completion of an assignment.

Security: The ability to provide safety and protection to a person or property.

Weapon: Any instrument or device, which may be used to inflict bodily harm.

NOTES

1. When will the bomb go off? _____

2. Where is it? _____

3. What floor is it on? _____

4. What side of the building is it on? _____

5. What does it look like? _____

6. What sort of explosives was used? _____

7. How powerful is the bomb? _____

8. How was it placed? _____

9. What is the reason for the bomb? _____

10. What is the caller's name? _____

OFFICERS ARE TO PRINT AND SIGN NAME ALONG WITH THE DATE AND TIME IN WHICH HE/SHE HAS READ THIS BOOK

NAME (PRINTED)	DATE	TIME	SIGNATURE
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____
11. _____	_____	_____	_____
12. _____	_____	_____	_____
13. _____	_____	_____	_____
14. _____	_____	_____	_____
15. _____	_____	_____	_____
16. _____	_____	_____	_____
17. _____	_____	_____	_____
18. _____	_____	_____	_____
19. _____	_____	_____	_____
20. _____	_____	_____	_____
21. _____	_____	_____	_____
22. _____	_____	_____	_____
23. _____	_____	_____	_____
24. _____	_____	_____	_____
25. _____	_____	_____	_____
26. _____	_____	_____	_____
27. _____	_____	_____	_____

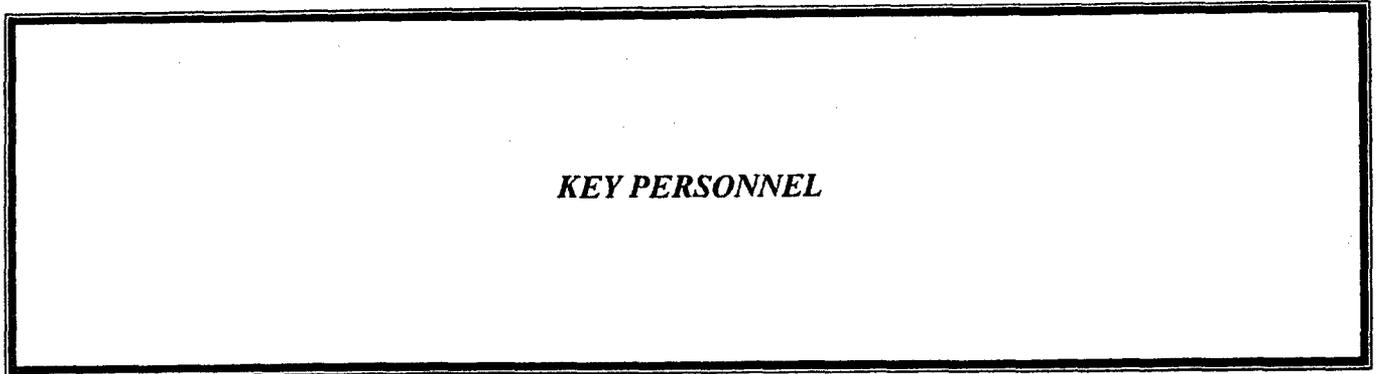
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MINIMUM QUALIFICATION REQUIREMENTS

Minimum Qualification Requirements

Bayus Security Officers currently possess the required licenses and other personnel requirements as it pertains to the conditions outlined in RFP#PSPW-08-03, and will maintain the requirements throughout the term of the contract issued as a result of this RFP.

We have also provided detailed descriptions along with the supporting documentation of our company's ability to meet the minimum qualification requirements in the appending section of this proposal.



KEY PERSONNEL

Key

Personnel

6.0

ORGANIZATIONAL CHART
Bayus Security Services, Inc.

President
Olalekan Shokunbi

Project Manager
Olalekan Shokunbi
Bayus Security Services
MB# MB93001 14

Office Manger
Ololade Odumuyiwa

General Manager
Raheen Afolabi

Account/Human
Resources Manager
Charles Oguns

Training
Manager/Instructor
Marin Alejandro
License #1{9900012

Scheduling Manager
Oluwatoyin Laditan

Sales Manager
Charles Oguns

Site Supervisor
Dumerlus
Robenson

Security Road
Supervisor
Olateju Adebiji

Supervisor
Joseph
Previllon

Security Officer

Security Officer

Security Officer

20931 NE 13th Place
 North Miami Beach,
 Florida 33179
 Telephone: (305) 654-5827
 Alternative: (786)251-5634

OLALEKAN M. SHOKUNBI

OBJECTIVE

To secure employment position in a business organization that will allow me to grow professionally.

WORK EXPERIENCE

January 2001 to Present

Bayus Security Services Incorporated, Miami, Florida.

President/Chairman

- Responsible for directing, planning, organizing, and controlling of operations.
- Perform evaluation of performance measurement of the company.
- Developing the policies and procedures concerning budget activities of the company.
- Overseeing to strategic planning, profit and expenditures forecasting of the company.
- Evaluate the degree of compliance with security contracts standard and established procedures.
- Attending various high level meeting security clients; produce extensive reports.

June 1994 to February 2001

Gabriel Security Incorporated, Miami, Florida.

Project/Operations Manager

- Performed the function of contract/project officer; maintained appropriate contractual agreement thru the length of contract.
- Handled the following security contract/projects on behalf of the company:
 Miami- Dade County General Service Administration BID # 0741- 4/98-4 (GSA),
 July 1994 thru February 2001
 Florida State Department of Transportation-January 2000 thru February 2001
 Miami-Dade County Public School, May 1998 thru February 2001.
 Miami-Dade County Special Taxing District, January 2000 thru February 2001
 Federal Department of Veteran Administration, January 1998 thru February 2001.
 Florida Department of Children and Families May 1998 thru February 2001.
- Overseen to daily operations of the company and relationship with the clients.
- Responded to client requests relating to satisfaction/need of the contracts.
- Identified essential training and assistance to security officers and office staff.
- Attended numerous bid meetings; met with existing clients; and staff meeting.
- Provided recommendation to clients for improvement of existing contracts.
- Overseen to purchase of appropriate security equipment/materials for officers

January 1990 to June 1994

Gabriel Security Incorporated, Miami, Florida.

Security Road Supervisor

- Performed on site (security posts) monitoring visits belonging to the company

- Ensured junior security officers follow post order as required by the company.
- Interpreted company policies/contract objective to assigned officer at posts.
- Ensured the general safety/welfare of client's customers, staff, and property.
- Collected reports from posts; relay further instructions to officers at the posts.
- Provided on site training, equipment/materials to newly hired security officers
- Responded to unresolved emergency situations by junior security officers.
- Attended instruction meeting/training; prepared written and verbal reports.
- Worked closely with fire/law enforcement officers; performed other duties.

June 1988 to September 1990

Gabriel Security Incorporated, Miami, Florida

Security Officer

- Monitored entering/exiting of school buses from the yard/patrolled the yard.
- Ensured the school buses are secured against damage, theft, and vandalism.
- Prepared daily and incident reports; performed clerical/other assigned duties.
- Patrolled the building/premises every hour; checked doors, locks and gates.
- Observed for dangerous, unusual, and suspicious activity within the premise.

COMPUTER EXPERIENCE

Hardware- Apple. Compaq. Gateway. Hewlett Packard. IBM. Sony.
Software- Excel. Lotus 1-2-3. Microsoft Words. Works. Word Perfect.

EDUCATION

University of Banjaluka, Banjaluka, Yugoslavia.

Master Degree in Mechanical Engineering, July 1987

Higher Technical College, Bihac, Yugoslavia.

Higher National Degree in Mechanical Engineering, July 1982.

School of Petroleum Engineering, Varazdin, Yugoslavia.

Associate Degree in Mechanical Engineering, July 1980.

PROFESSIONAL LICENSE

Certified by the State of Florida with following security licenses:

"D" #: 9202634; "G" #: 9202948; "MB" #: 9300114; "DI" #: 2000132; and

"W" #: 2115992

PROFESSIONAL REFERENCE

Reference Available Upon Request

Raheen Afolabi
20501 NW 2nd Court Miami Fl. 33169
Tel: (305) 651 6852 (Home)
Alternate: (305) 751 3814
E-mail: AfolabiRaheen@aol.com

Summary

- **Career Professional Security Officer for 12 years, with 4 years as Supervisors and a year and a half as Project Manager.**
- **Extended, diverse exposures to working as guard and supervisor in various security work capacity.**
- **Since 1996, worked as a supervisor, and Chief Supervisor supervising the job duties of over fifty officers in the Miami-Dade County Buildings in Downtown Miami and the County Schools Board schools located in the north/south region of the County.**

Professional Experience

- D Security Officer: 1992 – 1996
- D Security Supervisor: 1996 – 1998
- D Chief Supervisor: 1998 – 2000
- D Gatehouse Supervisor: 2000 – 2001
- D Industrial Park Patrol Officer: 2001 – 2004
- D Road Supervisor (Major) for Union Planters Bank: 4/02 – 12/02
- D Project Manager: April 2003 – October 2004.

Experience

Human Resources Officer, January, 2005 to Present

Bayus Security Services Inc.,
6600 NW 27th Avenue Miami Fl. 33147
Tel: 305 836 8383

- D Performed recording, calculating and verifying of all funds processed.
- D Conducted the audit of security service contracts with outside companies.
- D Processed account receivable, payable, fixed assets; data entry, petty cash.
- D Organized and coordinated administrative and budget tasks; prepared reports.
- D Resolved payroll discrepancies; provided accounting information as requested.
- D Conducted recruitment, interviewing, selection, placement, and work scheduling.
- D Processed and updated personnel records, benefits, and time keeping functions.
- D Attended meetings, analyzed policies, procedures, rules/regulations to employees

Issued/retrieved security materials and uniform to new and resigned employees.

Project Manager (for GSA Contracts) April 2003 — Oct. 2004
Delad Security Incorporation 6073 NW 167th Street Miami FL.
Suite C#10 Tel: 305 817 3298.

- Prepared Invitation Bid (ITB) and Request for Proposal (RFP) on behalf of Delad Security Incorporation.
- Prepared Schedules and Managed Supervisors and Officers assigned to the County Contracts.
- Fleet Management and Human Resource Duties
- Negotiated and Represented on behalf of the company
- Involved in hiring, disciplining and discharging of officers
- Ensured highest compliance to contract standards and clients specific instructions among officers.

Sterling Heights Protection Agency 5775 Blue Lagoon Dr. Tel: 305 899 7000
Road Supervisor (Major) April 2002 — Dec. 2002

- Conducted primarily, inspection of officers assigned to Union Planters Bank Branches from South Miami to West Palm Beach.
- Ensured Sterling Heights uniform code for officers.
- Relieved officers for breaks and covered post for absentee officers
- Inspected officers licenses, ensuring that they are current
- Meet with bank branches managers to discuss security concerns
- Investigated incidents and make reports and
- Other duties as instructed.

Milex Security Incorporation 5190 NW 167th Street, Miami Fl. Suite #215 Tel: 305 626 9419. Palmetto Lakes Industrial Park Patrol Officer (Armed) Sept. 2001 — April 2004

- Patrolled the Palmetto Lakes Industrial Park in company assigned vehicle (midnight and weekend shift).
- Responded to burglar alarm and fire alarm signals on calls from Dispatch.
- Investigate and completed and incident report, also issue alarm report to businesses in the park.
- Escort business owners on as needed basis.

International Security Management Group (ISMG) 120 S. University Dr. Suite A Plantation Fl. 33324
Security & Concierge @ Courvoisier Courts Condominium at Brickell Key Miami.
May 2001 — August 2001.

- visitors/guests, obtaining authorization from residents before access is granted.
- Executed the distribution of mails and packages for residents at Courvoisier Courts.
 - Conducted rounds (patrol) of the apartment floors responding to alarm signals (fire & burglary).
 -)= Assisted residents during fire alarm evacuation orders.
 - Responded to disturbance calls.

Protec Security Inc. 1800 SW First Street Miami Fl. Tel: 305 625 2002
Gatehouse Security Officer (Shift Supervisor) @ Monterrey Apartments July 2000 – June 2001.

-)= Verified the status of visitors/guests at point of entry to Monterrey Gated Community with the use of computer data before allowing access.
- Patrolled in company vehicle the entire property of Monterrey, employing the TOCO (Tour Confirmation System) to register rounds.
- Supervise all other officers on location.

Gabriel Security Inc. 16359 NW 57th Avenue Miami. Tel: 305 627 8968
October 1993 – June 2000
Front Desk Security & Supervisor

Access control duties at the Miami-Dade County City Hall (Government Center).
 Duties include:

- Protecting county employees, including commissioners from unwarranted approach from homeless individuals.
 - Preparing the opening of doors for county commission meetings.
 - Assisting the Election Department during elections season through the year.
 - Providing referral services support to the public entering the county facility.
 - Performing the tour (electronically) of floors (31) two times within a shift.
 - Controlling crowd during demonstrations at the County facilities.
 - Responding to calls from the General Services Administration, Security Operation Center at various times in connection with vagrants and or safety issue.
 - Patrolling all other County facilities, such as the water plant, county cultural facilities and Libraries located in Downtown.
 - Provide Escorts for County Commissioners and employees
 - Assisted building managers during incidents inside the buildings.
- **Assigned as Field Supervisor responsible for officers posted at over ten Miami-Dade County buildings in downtown Miami. Meet with county buildings managers to discuss incidents and security related issues affecting the county facilities.**

Comcommendations

Received from County Employees and County Security Inspectors.

- In 1996, commended by GSA Security Inspectors for initiatives in handling problem employees and public individuals.
- In 1998, commendation was received from another GSA Security Inspector, for my role during emergencies (alarms, machine malfunctions etc.) at the 140 West Flagler Building.
- ||| Received commendation likewise from most clients that had security service contract with most of the companies I have worked with.

Education

Obtained a GED Certificate in 2000 at Lindsey Hopkins Technical Institute, Miami, and also currently enrolled in classes at Miami-Dade College towards a AA degree in Pharmacy. I have so far completed over 30 hours of course credit towards my AA degree in Civil Engineering.

Professional Certificates:

"D" & "G" License professional security officer in the State of Florida, and MB License. Also Instructor License.

Other Professional Activities:

ASIS Participant in New Orleans, 2003.

621 NW. 177th Street, #203
 Miami, Florida 33169
 Telephone:(305) 653-0658
 Alternative:(954) 985-0833

Charles E. Am Oguns

PROFESSIONAL OBJECTIVE

Seeking for employment position with an aggressive business organization in which I can utilize my skills, knowledge, and experience.

PROFESSIONAL EXPERIENCE

August 2002 to Present

Bayus Security Services Incorporated, Miami, Florida.

Account/Human Resources Manager

- Performed recording, calculating and verifying of all funds processed.
- Conducted the audit of security service contracts with outside companies.
- Processed account receivable, payable, fixed assets; data entry, petty cash.
- Organized and coordinated administrative and budget tasks; prepared reports.
- Resolved payroll discrepancies; provided accounting information as requested.
- Conducted recruitment, interviewing, selection, placement, and work scheduling.
- Processed and updated personnel records, benefits, and time keeping functions.
- Attended meetings, analyzed policies, procedures, rules/regulations to employees
- Issued/retrieved security materials and uniform to new and resigned employees.

June 2001 to August 2002

Bayus Security Services Incorporated, Miami, Florida.

Inventory Supervisor (Promoted to Human Resources Department)

- Placed orders for stationery, materials, equipment and recorded deliveries.
- Ensured correct orders are received, properly sorted, arranged and stocked.
- Inspected orders received for damage/shortage for proper credit from vendors.
- Administered both issuing and physical inventory control of supplies on hand.
- Worked closely with buyers, purchasing and account department and vendors.
- Performed data entry of supplies expensed and on hand into computer system.
- Ensured proper pick up, disposal, dumping of all trash, papers, and cardboards.

October 1994 to April 1999

City Of Chicago Department Of Fire, Fire Prevention Bureau, Chicago, Illinois.

Permit Processing Clerk III

- Reviewed for completeness of fire prevention application plans (blue prints).
- Examined fire prevention plans; ensured plans comply with municipal fire codes.
- Prepared official records and correspondence; scheduled fire safety inspections.
- Interacted with architects, contractors, building owners, & public about fire codes.
- Issued permits for approved fire plans-Exit sign, Fire alarm, and Sprinkler system.
- Prepared monthly statement for fees collected from permits, registrations & license.

- Forwarded permits and license fees sequentially to Revenue department with note.

July 1996 to December 1997

City Of Chicago Department On Aging, Finance/Administration, Chicago, Illinois.

Accounting Technician III

- Processed time sheets; calculated hours & total amount for volunteer
- Ensured the amounts are correct, posted amounts to payroll registers.
- Obtained verification/authorized signatures; adjusted register if needed.
- Sent payroll register to City Comptroller's (Fin. Dept) office for final approval.
- Picked up payroll register and paychecks; distributed paychecks to sections.
- Kept records of all earned sick leaves, compensation, and vacation of volunteers.
- Performed billing of sites, handled cash, checks, and depository for all sites.
- Prepared statements, paid bills, assisted in setting up regular service meeting
- Performed billing of sites; tracked financial expenditures/prepared statements

August 1991 to October 1994

City Of Chicago Department Of Public Library, Chicago, Illinois.

Library Assistant

- Inspected returned reference books and materials for damage.
- Charged and discharged library books and materials via computer network.
- Kept records of delinquent clients and collected late fines; prepared reports.
- Removed outdated materials from the system/processed incoming materials.
- Placed orders for updated manuals; participated in special events/projects.
- Prepared documents for active files; determined retention period for material.

Hardware- • Apple • Compaq • Gateway • Hewlett Packard • IBM • Sony

Software- • Excel • Lotus 1-2-3 • Microsoft Words • Works • Word Perfect

**COMPUTER
EXPERIENCE**

EDUCATION

University Of Phoenix, Phoenix, Arizona.

Bachelor of Science degree in Business Administration, May 1990.

Certificate in Accounting, August 1989.

City Of Chicago And City Of Phoenix Employee Development Division.

Certificates in: Budget Process, Chicago Accounting & Purchasing Systems 1995

Governmental Accounting And Auditing Report Update, 1989.

Grand Rapids Community College, Grand Rapids, Michigan.

Associate of Arts Degree, December 1987.

Kalamazoo Adult Public School, Kalamazoo, Michigan.

General Educational Development, (GED), January 1981.

1268
 0 N. Miami Avenue Miami,
 Florida 33165 Telephone:
 (305) 751-6943

Olateju (Teju) Adebisi

OBJECTIVE

To secure employment position in a business organization that will allow me to grow professionally.

WORK EXPERIENCE

July 2003 to Present

Bayus Security services Incorporated, Miami, Florida.

Security Road Supervisor

- Performed on site (security posts) monitoring visits belonging to company.
- Ensured junior security officers follow post order as required by the company
- Interpreted company policies/contract objectives to assigned officer at posts.
- Ensured the general safety/welfare of client's customers, staff, and property.
- Collected reports from posts; relay further instructions to officers at the posts.
- Provided on site training, equipment/materials to newly hired security officers
- Responded to unresolved emergency situations by junior security officers.
- Attended instructional meeting/training; prepared written and verbal reports.
- Working closely with fire/law enforcement officers; performing other duties. .

May 2001 to Present

Gabriel Security Incorporated, (With Miami-Dade County-Court House Center) Miami, Florida.

Security Officer Level III

- Working with Family and Domestic Violent Division.
- Maintaining peace and orderliness during court proceedings.
- Watch out children, unusual situation and uncooperative general public.
- Patrolling floors; responding to alarm; checking main entrances and be alert.
- Rendering courtesy services to court staff, general public and co-employees.

January 2001 to March 2000

Milex Security Incorporated, With Palmetto Lakes Industrial Park), Miami, Florida.

Security Officer Level II

- Performed roving patrol duties within the Industrial park areas.
- Ensured the security and protection of employees and clients while on duty.
- Observed for dangerous, unusual, and suspicious activity within the premise.
- Monitored main entrance for no loitering, children, teenagers/uninvited guests

■ Provided courtesy/receptionist duties; performed related duties as requested.

April 1999 to September 2001

Gabriel Security Incorporated, (With Miami-Dade County Cultural Plaza), Miami, Florida.

Security Officer Level II

■ Monitored the entering, exiting area and use of general public property.

■ Reported unusual situation, suspicious/uncooperative to police officers.

■ Monitored fire and burglary alarms; prepared hourly/incident reports.

■ Performed courtesy service to general public; provided safety of the guests entering the cultural Plaza.

Nigerian Police Force., Kano, Kano State.

Police Supervisor (Sergeant)

- **Provided protection, safety, security and peace over people and properties.**
- Carried out supervisory duties over junior police officer and staff.
- Assigned to special operational duties; conducted numerous investigations
- Mounted assigned post, remained alert, and maintained orders per commander.
- Attended court proceedings as required; prepared reports.
- Participated in governmental ceremonial and general public events/activity..

Hardware- Apple. Compaq. Gateway. Hewlett Packard. IBM. Sony.

Software- Excel. Lotus 1-2-3. Microsoft Words. Works. Word Perfect.

**COMPUTER
EXPERIENCE**

EDUCATION

Lagos City College, Yaba, Lagos State, Nigeria.

West African School Certificate, June 1983.

**PROFESSIONAL
LICENSE**

Certified by the State of Florida with following security licenses:

"D" #: 9915082 and "G" #: 9902506

**PROFESSIONAL
REFERENCE**

Reference Available Upon Request.

Du merlus Robenson
 20110 NW 14th Place
 Miami, Florida 33169
 Telephone: (305) 652-3545
 Cellular: (305) 305-1324
 Email: robensondia@bellsouth.net

OBJECTIVE

Seek a position where my skills and abilities can be utilized efficiently.

QUALIFICATIONS

I have statewide Firearm License (G Lie), Private Investigator License, concealed weapons permit, Security Officer Instructor (DI), Security Agency Manager's License (MB), Security Agency/Investigative License (M), clerical skills, filing, faxing, and customer service oriented, Microsoft Excel, Word Perfect Windows 2000 and XP.

EDUCATION

Dec. 2003-Present	Ashworth College 430 Technology Parkway, Norcross GA Major: Criminal Justice
Jan. 2002-Oct 2002	Professional Career Development Institute The School of Private Investigation 430 Technology Parkway, Norcross, GA
Jan. 2000-May 2001	Miami Dade Community College 11380 NW 27 th Avenue, Miami, FL Major: Criminal Justice/Law Enforcement
Aug. 1989-Jun 1992	Miami Edison Senior High 6161 NW 5 th Court, Miami, FL

WORK EXPERIENCE

Jan. 2006-Present	Bay-us Security Services Inc. 6600 NW 27 th Avenue 4207 Miami, FL 33147 Title: Site Supervisor
Aug. 2003-Jan. 2006	Deland Security, Inc. 6073 NW 167 th Street Suite 4C-10 Miami Lakes, FL 33015 Title: Supervisor
Sept. 2001-Nov. 2003	Gabriel Security Corp. 16359 NW 57 th Avenue Miami Lakes, FL Title: Supervisor
Jan. 2000-Sept. 2001	50 State Security 1150 NE 125 th Street North Miami, FL Title: Supervisor

Nov. 1992-Dec. 1999

Vanguard Security Corp.
9600 NW 38th Street
Miami, FL
Title: Security Officer

REFERENCES AVAILABLE UPON REQUEST

Joseph Previllon14560 NE 6th Ave. Apt. # 202

North Miami, FL 33161

Telephone: (786) 357-1203

Facsimile: (786) 357-1203

E-mail: Previllon@yahoo.com

- Objective** To benefit an organization that can use a hard-working, detail-oriented and experienced professional Certified Security Officer (CSO) who is proficient in all areas, that is challenging and rewarding with skill related to make significant changes in the company and become more successful.
- Education** 2002-2005 Miami Dade Community College, Miami, Florida
 Graduated AA Degree, Planning to transfer to upper division status at a State university in Florida.
Majoring in Criminal Justice Undergraduate
 2000-2002 Miami Dade Community College, Miami, Florida
Vocational Program Majoring in Business Administration and Managerial
 1982-1986 School of Law and Institute National Management High Studies International (INAGUEI), Port-au-Prince, Haiti
Majoring in Law and Managerial. Graduated and Licensed by the Board of Education.
 1975-1982 Lycee Antenor Firmin, Port-au-Prince, Haiti
 High School Diploma and Baccalaureate 1st and 2nd party Graduated
Baccalaureate 1st and 2nd Party Certificate received from the Board of Education.
- Work Experience** 1987-2002 Miami Clothing Company, Inc. Miami, Florida
Supervisor Sales Manager, Inventory Control, Auction Merchandises, Control Selling bargain, Control Market Demand
 2001-2004 Gabriel Security Company, Inc. Miami Lakes, Florida
Post-Captain Supervisor, Duties Checking Post, Preparing Schedule, Supervising Company's equipment, solving client's problems.
 2001-2004 50 States Security Company, Inc. Miami, Florida
Rover Supervisor
 2005-Present Internal Intelligence Services, North Miami Beach, Florida
Certified Security Officer (CSO)
- Skills** Offer the ability to taking care of the people working for the company, cooperate with them for being in expected and proper operation or performance in the company. Preparing a good schedule, trying to understand their problems. Knowledgeable of how to handle any problems by using critical thinking. Have earned a reputation by helping people as a creative professional Security Officer Check order for making complex issues understandable to the public.
- Languages** English, French, Creole, and Spanish (not fluently)

**Computer
Experience**

Microsoft Word, Excel, Power Point and Lotus

References

Available Upon Request

4450 S.W. 39 Street
Hollywood, FL 33023

Phone: 306-944-2786
Cellular: 786-859-1211
Office 305

Oluwatoyin O. Laditan

Objective

To obtain employment in your organization where I will be able to exhibit my wide experience and proficient ability to enhance your organization and my career growth.

Experience

2005 - Present Bayus Security Inc. Miami, FL.

Operation Manager

- Equipped with proficient abilities and excellent interpersonal relationship with colleagues and subordinates.
- I am responsible for supervision of all security officers in the field including hiring, training, and scheduling.
- My responsibilities also include discharging payroll and ensuring that all contracts requirements are fulfilled.

2004 - Gabriel Security Corp. Inc. Miami

Operation Manager

- Write and maintain sites Post Orders covering specific duties for specific county facilities, communication and guards reporting procedures.
- Managed up to 150 security personnel posted at various county facilities. Evaluate officers' performance and implement teamwork initiatives.
- Implemented training course for new officers — improving services.

2000-2003 Gabriel Security Corp, Inc. Miami

Road Supervisor

- Enforcing regulation in accordance with security guidelines.
- Ensuring the security guards comply with post orders and general contract requirements.
- I update management on all security matters.

2002-2004 Delad Security. Miami

Road Supervisor

- As a member of the management team, I was responsible for security guards supervision in general.
Ensuring that guards comply with post orders and general security regulations.
- Update the upper level management through detailed written report.

1999 – 2000 Gabriel Security Miami Lakes FL.

Security Guard

- Patrol duties and front desk duties of signing in visitors and guests
- Access Control duties and special events activities.
- Ensured safety of employees and properties.

1978 - 1980 Kaduna Polytechnic Kaduna, Nigeria

Education ■ National Diploma in Estate Management.

1994-1996 C&S College of Divinity Lagos, Nigeria

- National Diploma in Theology.

1998 - Georgia Technical & Adult Education Lithia Springs GA

- GED Completion

Computer literate: Word Perfect, Excel/spreadsheet etc.

Skills

OLOLADE ODUMUYIWA
20931 N.E. 13TH PLACE
MIAMI, FL 33179
(305) 654-5827

GOAL: Opportunity to enhance the growth of the organization with my knowledge, ability, dedication and full commitment to its success.

EDUCATION:

Florida Memorial College – May 1997.
Bachelor of Arts Public Administration

OTHER TRAINING AND CERTIFICATION: Trained and proficient in various computer applications. Attended the 40hrs FACE training.

WORK EXPERIENCE:

2000 – PRESENT: BAYUS SECURITY SERVICES INC., MIAMI, FLORIDA

OFFICE MANAGER

- 1 Working as the Office Manager.
- 2 Managing and seeing to the day-to-day activities of the organization.
- 3 Performs a variety of administrative duties as an office manager.
- 4 Making sure security officers equipments are ready for different locations .
- 5 Providing security services and efficient security officers to monitor government buildings.
- 6 Providing security services to individuals in the community as needed.
- 7 Putting together adequate bids for up coming contracts.
- 8 Providing update and necessary information to the owner of the company.

1998-2000: STATE OF FLORIDA - CHILDREN AND FAMILIES

HUMAN SERVICES COUNSELOR 111

- 1 Inspections done regularly to monitor any reported abuse.
- 2 Developed support plans for each client and providing services.
- 3 Requested and used IEP of each child that needs government assistances to determine eligibility.
- 4 Worked closely with the state psychologist to determine eligibility.
- 5 Worked together with teachers in public schools to provide adequate support and services to children with disabilities.

Wrote court reports and prepared dockets for the court.

6 Investigated abuse in group homes and make sure rules and regulations of the state of Florida were followed.

7 Monitored and notified group home owners of violations and corrections that need to be done.

8 Followed clients to court houses to present their cases to the judge.

1995-1998: STATE OF FLORIDA - SOUTH FLORIDA STATE HOSPITAL, PEMBROKE PINES.

SERVICE PLAN COORDINATOR

1 Developed, coordinated, monitored and evaluated resident service plans.

Organized, documented and disseminated copies of service plans to all team members.

Developed and implemented a system of monitoring and evaluation of service delivery.

4 Performed supervision of several locations to ensure compliance with state laws regarding adult and children care programs.

5 Maintained records and documentation to provide relevant quality assurance data in compliance with State of Florida guidelines.

6 Documented all information in computerized progress notes.

SKILLS:

2002 Possess clerical and computer skills.

2003 Able to present good relationship with the community and superiors.

2004 Particularly adept at cost control.

Management and Key Personnel Responsibilities

Bayus Security Services, Inc. accepts and fully understands the personnel requirements as outlined in this Request for Proposal. We are prepared to completely adhere to the requirements and our personnel responsibilities will be clearly identified and separated.

Project Manager: Bayus Project Manger, Oluwatoyin Laditan, currently holds a valid "MB" State License from the Department of State and will maintain this license through the awarding of all contracts derived from this RFP. Bayus Project Manager also has the required educational background and communicates sufficiently and effectively in English, both in oral and written form.

The Project Manager will supervise all contract operations and coordinate reports, Security Officers assignments, and time sheets with the City of Pembroke Pines. Bayus Project Manager will be available at all times to meet with or respond to City staff, as well as on a monthly basis. The Project Manager will also be responsible for maintaining the Quality Assurance Plan, ensuring that all personnel is properly trained, ensure that there is sufficient cross-trained back up staff, and is extensively knowledgeable to contractual standards and procedures regarding all aspects of safety.

Bayus General Manager, Raheen Afolabi will assist the Project Manager in order to ensure the highest level of security is provided to the facilities assigned, adhere to contractual standards and procedures, and posses the required licenses as outlines in this RFP.

The Contract Field Supervisor, Olateju Adebisi, shall provide active, on-duty supervision for every shift covered on a 24-hour per day, year round basis. This Supervisor shall be uniformed, armed, and equipped with marked vehicles, and will have no other duties other than the inspections, supervision and training of personnel assigned to provide services to the City.

Bayus Site Supervisor specific tasks and duties will be determined according to the assigned facilities within the sections; but typically include, ensuring junior security officers follow post order as required by the company; interpreting company policies/contract objective to assigned officer at posts; ensuring the general safety/welfare of client's customers, staff, and property; collecting reports from posts; relay further instructions to officers at the posts; providing on site training, equipment/materials to newly hired security officers as needed; responding to unresolved emergency situations by junior security officers; attended instruction meeting/training; prepared written and verbal reports; and working closely with fire/law enforcement officers; performed other duties.

Bayus Security Officers assigned as a result of any contract awarded will strictly adhere to the following tasks in addition to Bayus Security Services, Inc. general guidelines and procedures:

- Reporting to work on time and remaining on post and assignments as required
- Maintaining good personal and uniformed appearance at all times while being
- courteous to the public and County personnel
- covering the assigned fixed post or patrolling an area or facility for the purpose of
- detecting and preventin^g individuals or groups from committing acts which could
- be injurious to others or to property
- Monitoring and operating facility fire alarm and intrusion detection systems and other
- Facility equipment as required and
- Other duties as assigned.

PROPOSER'S EXPERIENCE AND PAST PERFORMANCE

Experience and Qualification Information

8.0

Bayus Security Services, Inc.

Bayus Security Services, Inc. has been in existence since 2000 and has approximately 250 personnel. The company has adhered strictly to the profession's highest ethical standards during more than 7 years of operation. Bayus Security Services work with major corporate, government and not-for-profit clients, coupled with its status as a registered MBE of various state and city agencies, Bayus will deliver quality and timely services and provide conscientious and thorough performance for the process review project for DBD.

Bayus Security Services is one of the most respected resources for armed and unarmed security officers. We achieved this degree of prominence by giving our clients quality work at a reasonable price. In addition, our personnel are at the cutting-edge of the profession by complying with the profession's requirements including those additional requirements for armed officers. The company has an experienced staff of trained officers who are committed to this engagement. The entire management team assigned to this proposed engagement has a considerable amount of experience, in general and, specifically, with projects similar to the scope of this proposal.

Organization Name:	Hotel Intercontinental Miami
Scope of Work:	Bayus was engaged as of 2000 to provide unarmed security services for all exhibits, conferences, trade fairs, and other events.
Dollar Value:	\$10,000
Contract Duration:	2000-Present
Contact Name:	Ms. Dolores K. Quintero
Telephone Number:	(305) 567-0040
Contractor Status:	Prime
Results:	Currently retained by client and satisfactory progress reports have been received.

Organization Name:	State of Florida Keys Aqueduct Authority
Scope of Work:	Retained to provide unarmed security services in the patrolling of perimeters, roads and access control to Florida City Water Treatment Plant.
Dollar Value:	between \$85,000-\$105,000 annually
Contract Duration:	1998-2005
Contact Name:	Maryanne Clothier
Telephone Number:	(305) 296-2454 X294
Contractor Status:	Prime

results: Completed all work satisfactory.

Organization Name: Miami Dade County School Board
Scope of Work: Retained to provide access control to the Property Plant, and School Board Fleet Control and patrolling.
Dollar Value: between \$3.5 million-\$4million annually
Contract Duration: 2005-Present
Contact Name: James Williams
Telephone Number: (305) 995-2305
Contractor Status: Prime
Results: Currently retained by client and satisfactory progress reports have been received.

Organization Name: Supra Telecom
Scope of Work: Provided access controlling and facility patrolling for daily operations as well as special functions.
Dollar Value: \$15,000
Contract Duration: 2001-2005
Contact Name: Lawrence Fred
Telephone Number: (786) 236-0438
Contractor Status: Prime
Results: Completed all work satisfactory.

Organization Name: Iglesia Misionera Pregneros
Scope of Work: Provided parking lot patrolling and protection to parishioners on a 24 hour basis during the weekends and on an 8 hour shifts during the week.
Dollar Value: between \$5,000-\$10,000 per year
Contract Duration: 2001-2004
Contact Name: Rev. M. Renaldo
Telephone Number: (305) 863-0001
Contractor Status: Prime
Results: Completed all work satisfactory.

Organization Name: Bola Childcare & Learning Center
Scope of Work: Bayus Security provided parking lot and facility protection from vagrants in the area on a 24 hour basis.
Dollar Value: between \$5,000-\$10,000 per year
Contract Duration: 2001-2005
Contact Name: Joseph Akinbiyi
Telephone Number: (305) 625-7500
Contractor Status: Prime
Results: Completed all work satisfactory.

RECRUITMENT PLAN, PERSONNEL DEVELOPMENT PLAN AND TRAINING

Recruitment Plan, Personnel Development Plan and Training

In order to ensure the highest quality output of security officers, Bayus Security Services, Inc. practices the following recruitment procedures, and implements the personnel development plan and training described below:

Recruitment Plan

Bayus is committed to the spirit of reality of equal employment opportunity. This plan is designed to assure the implementation of human resource's policies and practices to promote equal employment opportunities. Our recruitment plan also takes into consideration federal and state laws regulating employment.

The goal of Bayus recruitment plan is the achievement of genuine equal employment for all qualified and interested person. Selections under such plans is based upon the ability of the applicants to do the essentials function of the job.

POLICY: Bayus policy is not to discriminate against any employee or applicant for employment because of race, color religion, national origin, sex, and age or disability status.

Recruitment: Notices of vacant positions will be advertised. Such notices will be distributed to all recruitment sources.

Selection Procedures: Selection procedures are based on selection of qualified applicants based on objective, job-related criteria which can be consistently applied and quantifiably measured.

1.Job Qualification: Generally, all applicants must meet the prerequisite such as education and experience.

2.Applications: All applications for employment will be on a Bayus job application. The application will be filled in completely and signed. The truth of all statements contained in the application form will be certified by applicant's signature. Providing untrue or incorrect information or withholding or falsifying an information on the employment application will be cause for immediate dismissal.

3.Screening Applicants: Each applicant will be screened using an applicant rating schedule. This rating schedule will be based on quantifiable job-related experience and professional qualification as set forth by the job description. Applicants will be ranked on the basis of their past work experience. The applicants in the highest numerical cluster will be selected for an interview.

4. Interview Applicants: Interviews will be confined to the applicant's responses to job-related questions or by performing job-related practical exercises which can be quantifiably measured. Such questions or exercises and measured responses will focus exclusively on the applicant's professional and technical ability, skills or knowledge to perform the particular job for which the applicant has applied.

5. Final Selection: The applicant receiving the highest cumulative score based on the interview, job-related experience, professional qualification and positive references will be selected for the position.

6. Notification of Employment: Following selection of the most qualified applicant, he or she will be notified by telephone and the selection confirmed in writing.

Reference and Background Check: Checks will be as thorough as possible and will include employment history, medical checks, drug screening and character references.

Personnel Development Plan

Bayus Development and Leadership training for security personnel will follow a "Hands on Approach," largely a product of the security assessment, and will usually uncover any training shortfalls. Bayus will offer, under its personnel development plan, a program that will reveal all personnel deficiencies and seek to rectify the areas which require improvement. In achieving this goal, Bayus intends to provide personnel the following personnel development courses:

- Employee Empowerment
- Business Image/Client Image
- Interpersonal Communication
- Managing Conflicts
- Managing Stress
- Threat Assessment
- Job Safety
- Managing Workplace Diversity
- Public Relations
- Leadership & Performance Management

Bayus will provide personnel a certificate of course completion (certification) upon completion of the above referenced courses.

Officer Training Program

Bayus currently has two State licensed Training instructors that will conduct the officer training program, using electronic based training activities and interface video and computer aides. The officers assigned to this project will undergo a 64-hour, five step training process, and supervisors will undergo a 40-hour Supervisors Responsibility Training course.

"D" License – 40 Hours

All security officers employed by Bayus Security Service, Inc. must be licensed by the state of Florida. This means that they must completed a minimum of 40 hours of training before being issued their unarmed guard license.

Classroom Training –20 Hours

This is an intense in-house classroom training designed to review the officers understanding of the duties as a security officer, our expectation of him while employed with us and the post orders of this assignment. Subjects covered will include but not be limited to; identification, police authority, notification, and jurisdiction and safety as it relates to this duty assignment.

On The Job Training (OJT) –4 Hours

All new security officers assigned to this project will undergo a four-hour On the Job Training conducted by the site supervisor, who will review the post orders of the project with the security officer. On completion of both the classroom training and the OJT, a diploma will be issued to the officer as evidence of completion and a copy of the diploma will be included in the employee's files.

Supervisor Training –20 Hours

All supervisor assigned to the project will undergo a 20 hour supervisory training that includes but is not limited to; the process of discipline, basic techniques of interviewing, performance appraisal, and guard post checklist.

Monthly Testing

At the end of every month, each officer will be required to pass a 20-question test. These questions deal with the general responsibilities of a security officer and the post orders of this contract. This purpose of this training is to keep the officer abreast of any new regulations from the State of Florida, Bayus Security Services or any changes in the post orders.

Refresher Training

Every six months, in lieu of the monthly review, each officer is required to undergo an eight-hour classroom refresher course.

Retention

Due to our due diligence in the selection of our officers, we have under control our turnover rates. What is more, our benefits' offer is of industrial standard. In addition we offer our employees Christmas bonuses, promotions, Award for Employee Recognitions, and other incentives such as health benefits to retain our officers for the long run.

Retention procedures: Bayus understand the importance of retention in order to eliminate or reduce to the minimum the turnover rate. Our practice is to make sure we develop our officers to their utmost capabilities, making them realized the benefits they will reap from being professional security officer. We enjoined our officers to be proud of their profession and to always look forward in their endeavor to be all they can be.

Quite another important procedure is the disciplinary measure given to our officers. We give our officers a fair chance to proof their job worthiness before discharging them. A series of disciplinary steps is always taken before the final discharge. At the very first sign of a noncompliance or lapses on the part of an officer, we engage them in a one on one performance discussion. This is necessary in order to understand the problem the officer may have for such nonperformance issue. It is only when all resources have been exhausted that we discharge an officer.

Proposed Hourly Wages and Wage Separation

Bayus employees that are to be assigned for the duration of this contract shall receive competitive wages, that will encompass all payroll related and benefits expenses. All government related and mandated will be paid as well to all Bayus officers.

The proposed wage separation, taking into consideration that County Living Wage, that will be applied to the contract issued as a result of RFP #PSPW-08-03 is as follows:

- Site Supervisor - \$10.50
- Armed Officers - \$9.43
- Unarmed Officers -\$8.10

Upon the awarding of a contract as a result of this RFP, this separation shall continue and remain the same.

FINANCIAL CAPABILITY

Financial Capability

In as much as we are still relatively a young company, we followed the most financially sound advice by having J & D Financial as our resources and financial backer aiding us to meet our financial obligations to our clients and our security staff. We understand the importance of financial standing in terms of credit worthiness. For this reason, the concern of timely payment to our officers on this contract should not be an issue given the fact that we are currently in good standing with J & D Financial, the factoring company responsible for all our invoices and other receivables. Attached in the appending section is a copy of the letter from J & D to attest to our financial capability along with the required interim financial statements of 2005.

APPENDICES

State of Florida



Department of State

I certify from the records of this office that BAYUS SECURITY SERVICES INC. is a corporation organized under the laws of the State of Florida, filed on November 27, 2000.

The document number of this corporation is P00000110380.

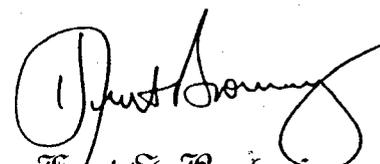
I further certify that said corporation has paid all fees due this office through December 31, 2008, that its most recent annual report/uniform business report was filed on March 14, 2008, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Fourteenth day of March, 2008



CR2EO22 (01-07)


Kurt S. Browning
Secretary of State

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
CHARLES H. BRONSON
COMMISSIONER
DIVISION OF LICENSING

ISSUE DATE: 02/06/07
LICENSE NO. B 2000206

THE AGENCY OR SCHOOL NAMED BELOW IS
LICENCED AND REGULATED UNDER THE
PROVISIONS OF CHAPTER 493, FLORIDA STATUTES,
FOR THE PERIOD EXPIRING APRIL 06, 2010

SECURITY AGENCY

BAYUS SECURITY SERVICES, INC.
6600 N.W. 27TH AVENUE #207
MIAMI, FL 33147

SHOKUNBI, OLALEKAN MUBA
PRESIDENT



Charles H. Bronson

CHARLES H. BRONSON
COMMISSIONER

MIAMI-DADE COUNTY
TAX COLLECTOR
140 W. FLAGLER ST.
14th FLOOR
MIAMI, FL 33130

2007 LOCAL BUSINESS TAX RECEIPT 2008
MIAMI-DADE COUNTY - STATE OF FLORIDA
EXPIRES SEPT. 30, 2008
MUST BE DISPLAYED AT PLACE OF BUSINESS
PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10

FIRST-CLASS
U.S. POSTAGE
PAID
MIAMI, FL
PERMIT NO. 231

THIS IS NOT A BILL-DO NOT PAY

448742-7
BUSINESS NAME / LOCATION
BAYUS SECURITY SERVICES INC
6600 NW 27 AVE
33147 UNIN DADE COUNTY

RENEWAL
LICENSE NO. 468488-3
STATE# B2000206
207

OWNER
BAYUS SECURITY SERVICES INC
Sec. Type of Business
213 GUARD PATROL AGENCY

EMPLOYEE/S
2

THIS IS ONLY A LOCAL
BUSINESS TAX RECEIPT. IT
DOES NOT PERMIT THE
HOLDER TO VIOLATE ANY
EXISTING OR REGULATORY
OR ZONING LAWS OF THE
COUNTY OR CITIES. NOR
DOES IT EXEMPT THE
HOLDER FROM ANY OTHER
PERMIT OR LICENSE
REQUIRED BY LAW. THIS IS
NOT A CERTIFICATION OF
THE HOLDER'S QUALIFICA-
TION.

DO NOT FORWARD

BAYUS SECURITY SERVICES INC
SHOKUNBI OLALEKAN PRES
6600 NW 27 AVE 207
MIAMI FL 33147

PAYMENT RECEIVED
MIAMI-DADE COUNTY TAX
COLLECTOR:

08/09/2007
60030000283
000075.00



SEE OTHER SIDE

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 3/28/2008
PRODUCER Bendell Insurance Group Inc. P.O. Box 164235 Miami, FL 33116-4235 305-661-2237	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.	
INSURED BAYUS SECURITY SERVICES, INC 6600 NW 27TH AVE #207 MIAMI, FL 33147 305-836-8383	INSURERS AFFORDING COVERAGE INSURER A: GEMINI INSURANCE COMPANY INSURER B: SENTINEL INSURANCE CO LTD. INSURER C: INSURER D: INSURER E:	NAIC#

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	ADOL INSRND	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> ERRORS & OMISSIONS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	LSG000048100	04/01/08	04/01/09	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTB - COMP/OP AGG \$ 3,000,000				
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	NA			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANYAUTO	NA			AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	NA			EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below	16WEQY5011	12/07/07	12/07/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 100,000
		OTHER	NA			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
SECURITY PATROL SERVICES.

DEDUCTIBLE: \$1,000 PER CLAIM FOR BODILY INJURY &/OR PROPERTY DAMAGE LIABILITY COMBINED.

CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED ON THE GENERAL LIABILITY.

CERTIFICATE HOLDER MIAMI-DADE COUNTY PUBLIC SCHOOLS PROCUREMENT MANAGEMENT DEPT. 1450 NE 2ND AVE MIAMI, FL 33132	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
---	---



Ramon A. Balladares
 Exclusive Agent
Allstate Insurance Company
 2455 S.W. 27th Avenue, Suite #210
 Miami, FL 33145-3645
 Phone 305.859.8556
 Fax 305.859.8972
 www.a055009@allstate.com
 Se Habla Español

24-Hour Customer Service

Print Key Output
 5722SS1 V5R4M0 060210 A4000038 04/22/08 Page 1
 11:24:04

Display Device : QPADEV02W4
 User : SFLFC708

Applicant: BAYUS SECURITY SERVICES I Policy No: 000000048734825
 Home Phone: (305) 654 - 5827 Business: (305) 836 - 8383

****POLICY PREMIUM SUMMARY****

DISPLAY BY ITEM? (Y/N): N

COVERAGE	LIMITS	PREMIUMS
AA Bodily Injury	1000/1000	4479.00
BB Property Damage	1000	Included
CC Medical Payments	*	33.00
VA Personal Injury Coverage	FULL	267.00
HAE Hired Auto Bodily Injury	1000/1000/1	130.00
DCE Drive Other Car Bodily In	1000/1000/1	291.00
DCC Drive Other Car Medical	5000	14.00
TOTAL PREMIUMS		\$ 5332.00
01/07 FHCF EMA:	\$ 53.32	
Policy Premium:	\$ 5385.32	



MIAMI-DADE COUNTY PUBLIC SCHOOLS

MAINTENANCE - NORTH CENTRAL SATELLITE • 2760 N.W. 87th STREET • MIAMI, FLORIDA 33147 • (305) 835-1000

ROGER CUEVAS
SUPERINTENDENT OF SCHOOLS

FREDDIE WOODSON
CHIEF FACILITIES OFFICER

PETER P. VADAS
DISTRICT DIRECTOR

RAY D. DAVIS, JR.
DIRECTOR - NORTH CENTRAL

MIAMI-DADE COUNTY PUBLIC SCHOOL BOARD
MS. PERLA TABARES HANTMAN, CHAIR
DR. MICHAEL M. KROP, VICE CHAIR
DR. ROBERT B. INGRAM
MS. BETSY H. KAPLAN
MRS. MANTY SABATES MORSE
MS. JACQUELINE V. PEPPER
MR. DEMETRIO PÉREZ, JR., M.S.
DR. MARTA PÉREZ
DR. SOLOMON C. STINSON

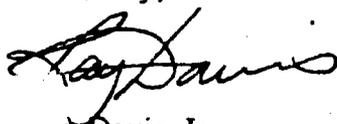
May 4, 2000

To Whom It May Concern:

Kindly accept this letter of recommendation on behalf of Mr. Olalekan Shokunbi (Laks). Mr. Laks worked with Miami-Dade County Public Schools for approximately four years as the operations manager for the contractor providing armed security services for the North Central Satellite. In this position, he was responsible for ensuring the security of our property and personnel, as well as providing leadership of other armed security officers that worked shift at this site.

Mr. Laks established a reputation as a highly qualified and dependable manager with good judgment and the ability to work well with others. As a result of his leadership, staff and visitors felt confident, safe and secure. Moreover, he demonstrated a high degree of motivation and a commitment to excellence in the performance of his duties. It is my understanding that he has now established his own security company (Bayus Security Services). Therefore, I recommend Mr. Laks' company be given favorable consideration by any organization needing security services. Please feel free to contact me at (305) 835-1000 if any additional information or clarification is needed.

Sincerely,



Ray Davis, Jr.,
Director

RDJ/jd
9578



**DEPARTMENT OF
BUSINESS DEVELOPMENT**

May 04, 2004

CERT. NO: 319

Olalekan Shokunbi
BAYUS SECURITY SERVICES, INC.
6600 NW 27th Ave, #207
Miami, FL 33147

APPROVAL DATE(s): 05/01/2004 - BBE

EXPIRATION DATE: 04/30/2005

Dear Mr. Shokunbi:

The Department of Business Development has completed its review of your application and attachments submitted for certification as a small, minority and/or disadvantaged business enterprise. This department hereby approves your firm as a Black Business Enterprise (BBE) in Miami-Dade County in the categories listed below.

Your firm will be included in our registry of certified businesses and this certification is valid for twelve (12) months, expiring as noted above. This certification may require additional review at the time of bid or when your company is being considered by a prime contractor to meet a goal. It affords your company the opportunity to participate as a small or minority-owned business in the competitive process for contracts. Please note that the trade categories listed below are the only areas that your company is eligible to bid or participate in contracts under your current certification. You should also register as a Miami-Dade County vendor. Please contact Miami-Dade's Procurement Management Division at (305) 375-5289 to obtain a vendor application.

If any changes occur within your company during the certification period (such as ownership, address, telephone number, trade category, licensing, technical certification, bonding capacity, or if the business ceases to exist) you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times. All inquiries or changes related to this certification should be directed to the Certification Unit between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. This department will forward to you an application for re-certification (a much shorter process) within four (4) weeks of the above expiration date. Please be advised that your firm may be prohibited from working on contracts obtained through this certification if you fail to re-certify or if the firm loses its certification for any reason.

We look forward to your participation in Miami-Dade County's small, minority and/or disadvantaged business programs.

Sincerely,

Marsha Jackman
Director, DBD

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)

Security Guards And Patrol Services (BBE)

Employment Placement Agencies (BBE)



**Department of Business Development Court House Center Building 175 NW First Avenue 28th Floor Miami, FL 33128
Phone (305) 349-5960 Fax (305) 349-5915**



1ra Iglesia Misionera Pregoneros de Justicia de Florida, Inc.

To Whom It May Concern:

This is a letter of reference for Bayus Security Services. For the past few years we've been receiving services from Bayus Security Services. We highly recommend this company. They conduct themselves in a very diligent and professional way. I'm confident that you will be as satisfied with their services as much as we are.

Sincerely,

Rev. Reinaldo Medina



December 16, 2003

Mr. Olalekan Shokunbi
President
Bayus Security
6600 N.W. 27th Avenue, Suite 207
Miami, Florida 33147

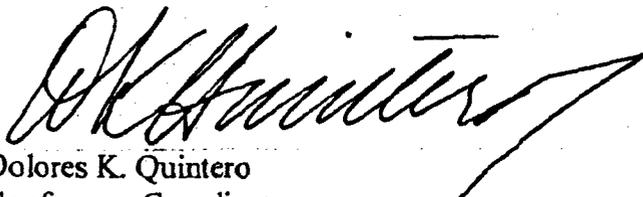
Dear Mr. Shokunbi:

On behalf of Mr. Federico Sacasa, Executive Director, the C/CAA staff and myself, I would like to thank you for your assistance in making this year's Miami Conference on the Caribbean Basin a success. Your support and contribution enabled us to host one of the most energizing forums to date. As in previous years and events, your guards were courteous and very competent in carrying their duties and following my instructions. The professionalism of your personnel is highly appreciated. We look forward to working with you again next year.

If you have any suggestions on how we can make the Conference even better next year, please do not hesitate to call me. You can reach me at (305) 567-0040, or by E-mail at DKQ@vqgroup.com.

Once again, thank you for your continued support.

Sincerely,



Dolores K. Quintero
Conference Coordinator

c/o: The Vodicka Quintero Group * 2800 Ponce de Leon Blvd., Suite 1111
Coral Gables, FL 31334



May 23, 2002

Mr. Oialekan Shokunbi
Operations Manager
Bayus Security
6600 NW 2nd Avenue
Miami, Florida 33147

Via Fax: (305) 836 8544/(305) 836 8383

Dear Mr. Shokunbi:

On behalf of German Leiva, Lee Sandler and the Board of the Customs/Trade/Finance Symposium of the Americas, Kathleen and I would like to thank you for working with us to make the Eighth Symposium of the Americas a success. Your support and contribution was invaluable. We look forward to working with you again next year.

Once again, thank you for your continued support.

Sincerely,

Dolores K. Quintero
Symposium Coordinator

c/o The Vodicka Quintero Group • 1101 Brickell Avenue, Suite 703N • Miami, Florida 33131 U.S.A.
Tel.: 305-358-0180 • Fax: 305-358-8876 • e-mail: vodickaquintero@mindspring.com

May 18, 2001

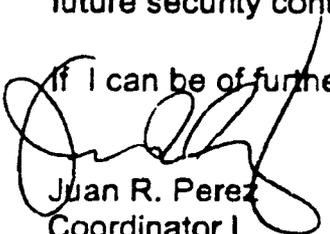
To whom it may concern:

I have had the pleasure of dealing with Olalekan Shokunbi (Laks) for the last two years. During his supervision of the contracted security post at Central East Regional Transportation Center of Miami-Dade County Public Schools. Laks was the manager in charge of the post at this bus terminal.

As Coordinator of transportation operations for the bus terminal, It was my responsibility to oversee the daily security operations at the center. I have met with Laks on many occasions to discuss special event assignments and guard coverage, as well as any other security concerns relating to the compound.

Mr. Laks is responsible and follows through on what is requested of him. Now that he has his own security firm, Bayus Security Services, I hope that he bids on future security contracts.

If I can be of further assistance, please call me at 305-995-3105.



Juan R. Perez
Coordinator I

Central East Regional Transportation Center

COURT-HOUSE

May 3, 2001

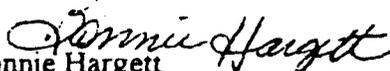
To whom it may concern:

I have been acquainted with Olalekan Shokunbi (Laks) for several years. During the security contract with Miami Dade County, General Services Administration, Laks was the Project Manager of the contract with the security vendor Gabriel Security Corp., Inc.

I am the Building Manager at Courthouse Center, the Family and Domestic Violence courthouse of the Eleventh Judicial Circuit. In his position as Project Manager, Laks met with me on a weekly basis to discuss scheduling, any special needs that the building may require (i.e. extra security due to high-profile cases), invoicing issues, assessing security incidents. I have always found Laks to be responsive to any issue I brought to his attention. When requesting additional security officers, he would pre-interview prospective security officers to make sure that they met the needs of my courthouse, as well as, meeting my personal needs of being a team-player. I found Laks to be fair with all the security officers, which is difficult at times, when trying to stay within the confines of a governmental contract.

Miami Dade County bids out all contracts. Now that Laks has opened his own security firm, Bayus Security Services, I hope that he will bid on future security contracts.

If you desire any further information please call me at 305-349-5500.


Bonnie Hargett
Building Manager
Miami Dade County
General Services Administration
Facilities and Utilities Management Division

175 N.W. 1st AVENUE • MIAMI, FLORIDA 33128

EGBA ASSOCIATION OF FLORIDA

Affiliate member of National Egba Descendants of United State of America.

OGS OFFICE OF GENERAL SECRETARY

Wednesday, April 4 2001

*President of Bayus Security Service
6600 North West 27th Avenue
Suite #207
Miami, Florida 33147*

Dear President:

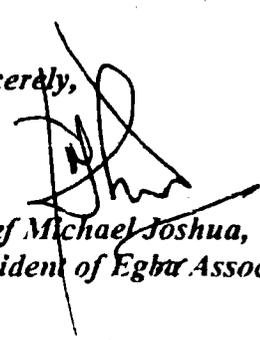
Appreciation Letter:

This letter is intended to furnish our appreciation and valuable work done by entire Bayus Security officers; particularly during our annual festival art and cultural display. Your entire staff was found energetic, corporative, and tireless.

On behalf of entire association members and myself we would like to congratulate you and your staff for job well done. More over, we shall be looking forward to contract with you next year.

Meanwhile, staff and myself wish you more success in your service.

Sincerely,


*Chief Michael Joshua,
President of Egba Association of Florida.*

*P. O. Box 612212 North Miami, Florida 33160. Phone: 305. 621. 2668. Fax: 305. 688. 3812 E-mail
President-Mr. M. Joshua, VP- Mr. G. Akin-Laju, Gen. Sec-Mr. C. Ogunmolede, Fin. Sec- Mrs. T.
Joshua, Treasurer- Mrs. Inije, Social Sec- Mr. A. Sotunde, Chaplain, Mr. J. Obadeyi.
Whip- Mr. A Oyegunle*



June 16, 2000

Mr. Oalekan Shokunbi
 Operations Manager
 Gabriel Security Corporation, Inc.
 6600 NW 27th Avenue
 Suite 100
 Miami, Florida 33147

Via Fax: (305) 693 0042/(305) 693 7941

Dear Mr. Shokunbi:

On behalf of German Leiva, Lee Sandler and the Board of the Customs/Trade/Finance Symposium of the Americas, we would like to thank you for working with us to make the Sixth Symposium of the Americas a success. Your support and contribution was invaluable. We look forward to working with you again next year.

If you have any suggestions on how we can make future Symposiums even better, please do not hesitate to call me. You can reach me at (305) 358 0180, by fax at (305) 358 8876 and by E-mail at dkquintero@mindspring.com. If I am not available you can speak with Marina Foglia, my assistant.

Once again, thank you for your continued support.

Sincerely,

Dolores K. Quintero,
 Symposium Coordinator

Certificate # 03-0002213

Expiration Date MAY 31, 2006

NORTH BROWARD HOSPITAL DISTRICT

Certifies

BAYUS SECURITY SERVICES, INC.

As a Minority/Woman Business Enterprise in accordance with the policies and procedures as prescribed by the Board of Commissioners, North Broward Hospital District for certification.



North Broward
Hospital District

Romcha Brown
Compliance Specialist

L.D. Gainey II, Director
Office of Supplier Diversity

The North Broward Hospital District is an equal opportunity employer and affirmative action procurer of goods and services.

MIAMI-DADE COUNTY SCHOOL BOARD CONTRACT
SCOPE OF SERVICES LOCATIONS

MIAMI-DADE COUNTY, FLORIDA

Results: Completed all work satisfactory.

Organization Name: Miami Dade County School Board
Scope of Work: Retained to provide access control to the Property Plant, and School Board Fleet Control and patrolling.
Dollar Value: between \$3.5 million-\$4million annually
Contract Duration: 2005-Present
Contact Name: James Williams
Telephone Number: (305) 995-2305
Contractor Status: Prime
Results: Currently retained by client and satisfactory progress reports have been received.

Organization Name: Supra Telecom
Scope of Work: Provided access controlling and facility patrolling for daily operations as well as special functions.
Dollar Value: \$15,000
Contract Duration: 2001-2005
Contact Name: Lawrence Fred
Telephone Number: (786) 236-0438
Contractor Status: Prime
Results: Completed all work satisfactory.

Organization Name: Iglesia Misionera Pregneros
Scope of Work: Provided parking lot patrolling and protection to parishioners on a 24 hour basis during the weekends and on an 8 hour shifts during the week.
Dollar Value: between \$5,000-\$10,000 per year
Contract Duration: 2001-2004
Contact Name: Rev. M. Renaldo
Telephone Number: (305) 863-0001
Contractor Status: Prime
Results: Completed all work satisfactory.

Organization Name: Bola Childcare & Learning Center
Scope of Work: Bayus Security provided parking lot and facility protection from vagrants in the area on a 24 hour basis.
Dollar Value: between \$5,000-\$10,000 per year
Contract Duration: 2001-2005
Contact Name: Joseph Akinbiyi
Telephone Number: (305) 625-7500
Contractor Status: Prime
Results: Completed all work satisfactory.

Current Miami Dade County Contracts

Bayus is currently executing a contract similar to the scope of services with the City of Pembroke Pines , RFP # PSPW- 08 -03, Security Services. Under this contract Bayus is providing security guard services to the city . Our officers are employed as Fire Watchers, this term is used to describe our officers in as much as they patrol Miami Dade County schools without fire alarm signal systems. The primary duties of a Firewatcher are to report any likelihood of fire outbreaks in the school or facility .

In addition , all other duties including for both armed and unarmed security officers are as follows .

- Access Control
- Screening of visitors
- Verification of employee identification
- After hour patrolling
- Electronic Tracking System

Detailed information regarding this current Miami Dade County Contract is included in the Appendix .

APPENDIX "A"

LOCATIONS:
GROUP I

GRATIGNY DRIVE (119TH ST) TO BROWARD COUNTY LINE

1. TRANSPORTATION (NORTH)
16050 NW 42 AVENUE
(3 OFF-STREET MOTORIZED CARTS)
2. MAINTENANCE AND OPERATIONS (CENTRAL)
12525 NW 28 AVENUE
(1 OFF-STREET MOTORIZED CART)
3. OPERATION SAFETY-NET
- ROVING PATROL (NORTH AREA)
- (1 LICENSED MOTOR VEHICLE)
4. JOHN H. SCHEE TRANSPORTATION CENTER
2755 NW 122 STREET
5. AS REQUIRED

II. STAFFING

1. LOCATIONS 1, 2, 3 AND 4
ARMED SECURITY GUARD LEVEL A, APPROXIMATELY 22,250 HOURS
2. LOCATIONS 1, 2, 3 AND 4
ARMED SECURITY GUARD LEVEL B, APPROXIMATELY 65,000 HOURS
3. VARIOUS OTHER LOCATIONS AS REQUIRED
ARMED SECURITY GUARD LEVEL A, APPROXIMATELY 2,750 HOURS
ARMED SECURITY GUARD LEVEL B, APPROXIMATELY 10,000 HOURS
UNARMED SECURITY GUARD, APPROXIMATELY 2,000 HOURS

III. EQUIPMENT

CLOCK
RADIO
REVOLVER

GROUP II

GRATIGNY DRIVE (119TH STREET) TO NW 54TH STREET

1. MAINTENANCE - NORTH CENTRAL
2780 NW 87 STREET
2. MAINTENANCE - PLANT OPERATIONS
1191 NW 73 STREET
3. TRANSPORTATION VEHICLE MAINTENANCE
2711 NW 95 TERRACE
4. NORTH WEST TRANSPORTATION
9900 NW OKEECHOBEE ROAD
5. NORTH EAST TRANSPORTATION
5901 NW 27 AVENUE
6. DEPARTMENT OF SAFETY (ROVING PATROL)
(1 LICENSED MOTOR VEHICLE)

II. STAFFING

1. LOCATIONS 1, 2 AND 6
ARMED SECURITY GUARD LEVEL A, APPROXIMATELY 19,950 HOURS
2. LOCATIONS 2, 3, 4, 5 AND 6
ARMED SECURITY GUARD LEVEL B, APPROXIMATELY 76,790 HOURS
3. VARIOUS OTHER LOCATIONS AS REQUIRED
ARMED SECURITY GUARD LEVEL A, APPROXIMATELY 20,500 HOURS
ARMED SECURITY GUARD LEVEL B, APPROXIMATELY 30,062 HOURS
UNARMED SECURITY GUARD, APPROXIMATELY 23,000 HOURS

III. EQUIPMENT

RADIO/COMMUNICATION EQUIPMENT
REVOLVER
CLOCK

GROUP III:

NW 54TH STREET TO FLAGLER STREET

1. CENTRAL MAINTENANCE
2925 NW 41 STREET
2. SOUTH CENTRAL MAINTENANCE
2950 NW 43 TERRACE
3. CENTRAL WEST TRANSPORTATION
13775 NW 6TH STREET
4. DEPARTMENT OF SAFETY (ROVING PATROL)
(1 LICENSED MOTOR VEHICLE)
5. SBAB ANNEX BUILDING
1500 BISCAYNE BOULEVARD
6. SBAB ANNEX GARAGE
7. AS REQUIRED

II. STAFFING

1. LOCATIONS 1, 2, 4 AND 5
ARMED SECURITY GUARD LEVEL A, APPROXIMATELY 36,063 HOURS
2. LOCATIONS 3, 4 AND 5
ARMED SECURITY GUARD LEVEL B, APPROXIMATELY 41,600 HOURS
3. VARIOUS OTHER LOCATIONS AS REQUIRED
ARMED SECURITY GUARD LEVEL A, APPROXIMATELY 2,750 HOURS
ARMED SECURITY GUARD LEVEL B, APPROXIMATELY 25,000 HOURS
UNARMED SECURITY GUARD, APPROXIMATELY 23,000 HOURS

IV. EQUIPMENT

RADIO/COMMUNICATION EQUIPMENT
REVOLVER
CLOCK

GROUP IV:

SOUTH CENTRAL AREA OF THE DISTRICT COMPRISED OF THE ZONE
BETWEEN FLAGLER STREET AND CORAL WAY.

- I. 1. TRANSPORTATION (CENTRAL EAST)
7009 SW 4TH STREET
- II. 2. VARIOUS SCHCOLS IN THE SOUTH CENTRAL AREA AND OTHER AS REQUIRED
STAFFING
 - 1. LOCATIONS 1
ARMED SECURITY GUARD LEVEL A, APPROXIMATELY 21,600 HOURS
ARMED SECURITY GUARD LEVEL B, APPROXIMATELY 100 HOURS
 - 2. VARIOUS OTHER LOCATIONS AS REQUIRED
ARMED SECURITY GUARD LEVEL A, APPROXIMATELY 200 HOURS
ARMED SECURITY GUARD LEVEL B, APPROXIMATELY 200 HOURS
UNARMED SECURITY GUARD, APPROXIMATELY 200 HOURS
- V. EQUIPMENT
 - RADIO/COMMUNICATION EQUIPMENT
 - REVOLVER
 - CLOCK

GROUP V:**CORAL WAY (SW 24TH STREEET) TO MONROE COUNTY LINE**

- 1. SOUTH SATELLITE MAINTENANCE
24600 SW 159 AVENUE
- 2. CORAL REEF SATELLITE MAINTENANCE
15301 SW 117 AVENUE
- 3. REDLAND VEHICLE TRANSPORTATION
24601 SW 160 AVENUE
- 4. TRANSPORTATION (MAIN OFFICE)
15401 SW 117 AVENUE
- 5. SW VEHICLE MAINTENANCE
11601 SW 160 STREET
- 6. SOUTH FLORIDA CITY TRANSPORTATION
560 SW 3 AVENUE
- 7. SOUTHWEST CENTER TRANSPORTATION

15501 SW 117 AVENUE

- 8. DEPARTMENT OF SAFETY (ROVING PATROL)
(1 LICENSED MOTOR VEHICLE)
- 9. BIRD ROAD ANNEX
4300 S.W. 74TH AVENUE

STAFFING

- 1. LOCATIONS 1, 6, 7 AND 8
ARMED SECURITY GUARD LEVEL A, APPROXIMATELY 20,600 HOURS
- 3. LOCATIONS 1, 2, 3, 4, 5, 6, 7, 8 AND 9
ARMED SECURITY GUARD LEVEL B, APPROXIMATELY 86,500 HOURS
- 5. VARIOUS OTHER LOCATIONS AS REQUIRED
ARMED SECURITY GUARD LEVEL A, APPROXIMATELY 1,400 HOURS
ARMED SECURITY GUARD LEVEL B, APPROXIMATELY 13,300 HOURS
UNARMED SECURITY GUARD, APPROXIMATELY 23,000 HOURS

APPENDIX "B"

REQUIRED DOCUMENTATION

Per specification, Section 8.2, following documentation reflecting that security force requirements have been met shall be maintained and made readily available to M-DCPS for inspection by any authorized M-DCPS representative, during the course of this contract. Inspections will be performed periodically; failure to provide requested documentation may be grounds for default of this contract.

1. Proof of educational requirements stated in Section 7.0 Personnel Selection Criteria A, B, or C whichever applies.
2. Verification of training as outlined in lesson plans, including 24 hours of weapons training and certification.
3. Armed forces discharge papers, if applicable.
4. Documented proof certifying passing of a drug screening.
5. Documentation of a work permit, if not a U.S. citizen.
6. Copies of valid armed/unarmed security guard licenses (D and G) issued by the State of Florida.
7. If operating a vehicle for the purposes of this contract, a copy of valid driver's license.

PROPOSAL FORM

BID: #PSPW-08-03

DATE: April 24, 2008

TO: CITY OF PEMBROKE PINES
10100 PINES BOULEVARD
PEMBROKE PINES, FL 33026

IN ACCORDANCE WITH THE "Requests for Proposals" dated March 25, 2008 titled "Security Services" attached hereto as a part hereof the undersigned proposes the following:

- 1) Total Cost to provide all labor, materials and all other associated costs to provide the required security services at the designated locations, per specifications, per hour
- \$ 12.80 armed
\$ 11.40 unarmed
- 2) Cost to provide marked/lighted golf cart
- \$.44 PER HOUR

PLEASE PRINT

NAME OLALEKAN SHOKUNBI

COMPANY BAYUS SECURITY SERVICES INC.

STREET ADDRESS: 6600 N.W. 27TH AVE. # 207

CITY & STATE: MIAMI, FLORIDA

ZIP CODE: 33147 TELEPHONE: (305) 836-8383

SIGNATURE: 

TITLE: PRESIDENT

****NOTE** THIS YELLOW PROPOSAL FORM MUST BE SUBMITTED**

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE(MM/DD/YYYY) 7/10/2008
PRODUCER Bendell Insurance Group Inc. P.O. Box 164235 Miami, FL 33116-4235 305-249-5055	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.	
INSURED BAYUS SECURITY SERVICES, INC 6600 NW 27TH AVE #207 MIAMI, FL 33147 305-836-8383	INSURERS AFFORDING COVERAGE INSURER A: GEMINI INSURANCE COMPANY INSURER B: SENTINEL INSURANCE CO LTD. INSURER C: INSURER D: INSURER E:	NAIC# <i>Labelen 07/28/08</i>

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.

TRK	RND	LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS	
A				GENERAL LIABILITY	LSG000048100	04/01/08	04/01/09	EACH OCCURRENCE	\$ 1,000,000
				<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
				<input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
				<input checked="" type="checkbox"/> ERRORS & OMISSIONS				PERSONAL & ADV INJURY	\$ 1,000,000
				GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 3,000,000
				<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ 3,000,000
				AUTOMOBILE LIABILITY	NA			COMBINED SINGLE LIMIT (Ea accident)	\$
				<input type="checkbox"/> ANYAUTO				BODILY INJURY (Per person)	\$
				<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
				<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
				<input type="checkbox"/> HIRED AUTOS					
				<input type="checkbox"/> NON-OWNED AUTOS				AUTO ONLY - EA ACCIDENT	\$
				GARAGE LIABILITY	NA			OTHER THAN AUTO ONLY:	EA ACC \$
				<input type="checkbox"/> ANYAUTO				AGG \$	
				EXCESS UMBRELLA LIABILITY	NA			EACH OCCURRENCE	\$
				<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE				AGGREGATE	\$
				<input type="checkbox"/> DEDUCTIBLE				\$	
				<input type="checkbox"/> RETENTION \$				\$	
B				WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	16WEQY5011	12/07/07	12/07/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
				ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
				If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
				OTHER				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
				OTHER	NA				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
SECURITY PATROL SERVICES.

RE: RFP #PSPW-08-03 SECURITY SERVICES.

CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED ON THE GENERAL LIABILITY.

CERTIFICATE HOLDER CITY OF PEMBROKE PINES 13975 PEMBROKE ROAD PEMBROKE PINES, FL 33027	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	--



CERTIFICATE OF INSURANCE

EFFECTIVE DATE
OF CERTIFICATE
07/12/08

ALLSTATE INDEMNITY COMPANY
HOME OFFICE - NORTHBROOK, IL 60062
hereby certifies that the following insurance is in force:

POLICYHOLDER BAYUS SECURITY SERVICES I STE 207 6600 NW 27 AVE SUITE MIAMI, FL 33147-7220	POLICY NUMBER 048734825 BAP	POLICY PERIOD 07/07/08 TO 07/07/09 AT 12:01 A.M. STANDARD TIME
---	---------------------------------------	---

The person or organization designated below is described in the policy as:
CITY OF PEMBROKE PINES
13975 PEMBROKE ROAD
PEMBROKE PINES, FL 33027-3488

- LIENHOLDER (Loss Payable Clause)
- ADDITIONAL INTERESTED PARTY
- ADDITIONAL INSURED
- CERTIFICATE HOLDER

Coverages designated are afforded as stated below:
LIABILITY: \$1,000,000 EACH ACCIDENT

2001 FORD TAURUS 1FAFP55U91A101893

To the person or organization stated above:

This policy, as respects the interest of the loss payee, additional interested party, additional insured or certificate holder named herein, may be cancelled by the Company during the policy period by giving such person or organization 10 days, or whatever longer period of time prescribed by state law.

Proof of such mailing is deemed sufficient proof of such notice.

This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policy referred to above.

BU1380
(05/06)





City of Pembroke Pines

**FIRST RENEWAL OF THE
SECURITY SERVICES AGREEMENT BETWEEN
THE CITY OF PEMBROKE PINES AND
BAYUS SECURITY SERVICES, INC.;**

THIS AGREEMENT, dated this 14 day of March 2011, 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 10100 Pines Boulevard, Pembroke Pines, Florida 33026, hereinafter referred to as "CITY",

and

BAYUS SECURITY SERVICES, INC., a Florida Corporation authorized to do business in the State of Florida, with an address of 6600 NW 27th Avenue, Suite 207, Miami, FL 33147, hereinafter to referred to as "CONTRACTOR."

WHEREAS, on May 21, 2008, the City Commission awarded Bid No. PSPW-08-03 for Security Services the various City locations to CONTRACTOR as the most responsive, responsible bidder, and,

WHEREAS, on July 25, 2008, the CITY and CONTRACTOR executed the Original Agreement, and,

WHEREAS, the bid specifications authorized the option to renew the Agreement for two (2) additional two (2) year terms upon the mutual consent of the parties, and,

WHEREAS, the Parties specifically seek to execute the first two (2) year renewal period, and,

WHEREAS, the Parties specifically seek to amend the unit price associated with the Original Agreement.

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement, and desire to amend the terms of their contractual relationship as set forth herein.

WITNESSETH

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 follows:

CS 2011-02-15

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City of Pembroke Pines

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 the first two-year renewal period commencing on July 26, 2010 and terminating on July 27, 2012.

SECTION 3 The Parties agree that Section 5.2 of the Original Agreement is hereby amended as follows:

5.2 Based on a LUMP SUM FEE OF AN AMOUNT NOT TO EXCEED ~~\$475,000 (Four Hundred Seventy Five Thousand Dollars)~~ \$375,000 (Three Hundred Seventy Five Thousand Dollars) per year, payable in bi-weekly payments for actual services performed for security services. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustment, relevant to providing these services.

The hourly rate referenced in Exhibit "B" of the Original Agreement shall be amended as proposed by the CONTRACTOR in a letter dated November 12, 2010 attached hereto and made a part hereof as Exhibit "C" and detailed as follows:

The cost for an ARMED GUARD will change from \$12.80 per hour to \$12.30 per hour and the cost for an UNARMED GUARD will change from \$11.40 per hour to \$11.15 per hour. These prices shall hold firm for the remainder of the contract .

SECTION 4. The PARTIES agree that in all other respects the Original Agreement shall remain in full force and effect, except as specifically modified herein. In the event of any conflict or ambiguity by and between the terms and provisions of this First Renewal, or the Original Agreement, the terms and provisions of this First Renewal shall control to the extent of any such conflict or ambiguity.

SECTION 5. Each Exhibit referred to in the Original Agreement, except as repealed herein, 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.

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

ATTEST:

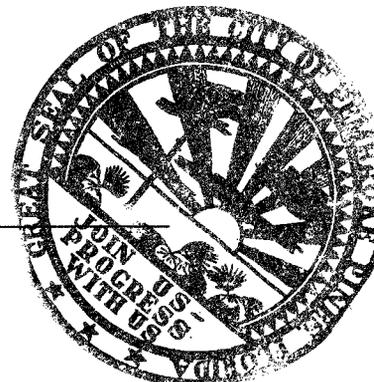
CITY:



JUDITH A. NEUGENT,
CITY CLERK

CITY OF PEMBROKE PINES
BY: 

CHARLES F. DODGE
CITY MANANGER



CS 2011-02-15

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City of Pembroke Pines

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

BAYUS SECURITY SERVICES, INC.

WITNESSES:

A.O. Soule
AYOKA O. GIWIA SAINT-FLEUR
Print Name

BY: [Signature]
Print Name: OLALEKAN SHOKUNBI
Title: PRESIDENT

[Signature]
RAHEEN AFOLABI
Print Name

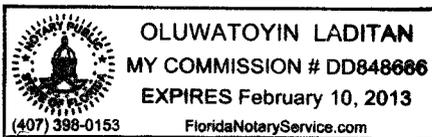
STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared OLALEKAN SHOKUNBI PRESIDENT of **BAYUS SECURITY SERVICES, INC.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **BAYUS SECURITY SERVICES, INC.** 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 22ND day of FEBRUARY, 2011.

[Signature]
NOTARY PUBLIC

OLUWATOYIN LADITAN
(Name of Notary Typed, Printed or Stamped)



CS 2011-02-15

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BAYUS SECURITY SERVICES, INC.
PROTECTING PEOPLE & PROPERTY

Dear Mr. Shawn Denton,
Director of Public Services
City of Pembroke Pines
13975 Pembroke Rd,
Pembroke Pines, FL
33028

11/12/10

Dear Mr. Denton,

We at Bayus Security Services inc, sincerely express our appreciation and gratitude to you and the entire city of Pembroke Pines for the job opportunity given to every individual working with Bayus Security Services inc., regardless of either he/she is scheduled to work at any of your property or not. We all recognize the current economic situation in the country and that is why we at Bayus Security is taking the following steps to reduce our total cost of providing all labor , materials and other associated cost to provide same services to the city. We hope our following price reduction will have a positive impact to the financial crisis of the city.

PRICE OF: \$ 12.80 armed
 \$ 11.40 unarmed
PROPOSED NEW PRICE: \$ 12.30 armed
 \$ 11.15 unarmed

Sincerely,

Olalekan Shokunbi,
President



**SECOND RENEWAL OF THE
SECURITY SERVICES AGREEMENT BETWEEN
THE CITY OF PEMBROKE PINES AND
BAYUS SECURITY SERVICES, INC.**

THIS AGREEMENT, dated this 17 day of September 2012, 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 10100 Pines Boulevard, Pembroke Pines, Florida 33026, hereinafter referred to as "CITY",

and

BAYUS SECURITY SERVICES, INC., a Florida Corporation authorized to do business in the State of Florida, with an address of 99 NW 183 Street, Suite 124, Miami Gardens, FL 33169, hereinafter to referred to as "CONTRACTOR."

WHEREAS, on May 21, 2008, the City Commission awarded Bid No. PSPW-08-03 for Security Services the various City locations to CONTRACTOR as the most responsive, responsible bidder, and,

WHEREAS, on July 25, 2008, the CITY and CONTRACTOR executed the Original Agreement, and,

WHEREAS, the bid specifications authorized the option to renew the Agreement for two (2) additional two (2) year terms upon the mutual consent of the parties, and,

WHEREAS, the Parties specifically seek to execute the second two (2) year renewal period, and,

WHEREAS, the Parties specifically seek to hold the price as amended in the First Renewal for an additional two years, and

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement, and desire to amend the terms of their contractual relationship as set forth herein.

WITNESSETH

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 follows:



City of Pembroke Pines

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 the second two-year renewal period commencing on July 26, 2012 and terminating on July 27, 2014.

SECTION 3 The Parties agree that Section 5.2 of the Original Agreement is hereby amended as follows:

5.2 Based on a LUMP SUM FEE OF AN AMOUNT NOT TO EXCEED ~~\$475,000 (Four Hundred Seventy Five Thousand Dollars)~~ \$375,000 (Three Hundred Seventy Five Thousand Dollars) per year, payable in bi-weekly payments for actual services performed for security services. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustment, relevant to providing these services.

The hourly rate referenced in Exhibit "B" of the Original Agreement shall be amended as proposed by the CONTRACTOR in a letter dated November 12, 2010 attached hereto and made a part hereof as Exhibit "C" and detailed as follows:

The cost for an ARMED GUARD will change from \$12.80 per hour to \$12.30 per hour and the cost for an UNARMED GUARD will change from \$11.40 per hour to \$11.15 per hour. These prices shall hold firm for the remainder of the contract .

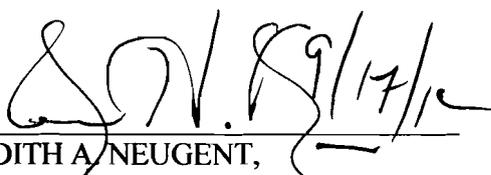
SECTION 4. The PARTIES agree that in all other respects the Original Agreement shall remain in full force and effect, except as specifically modified herein. In the event of any conflict or ambiguity by and between the terms and provisions of this First Renewal, or the Original Agreement, the terms and provisions of this First Renewal shall control to the extent of any such conflict or ambiguity.

SECTION 5. Each Exhibit referred to in the Original Agreement, except as repealed herein, 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.

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

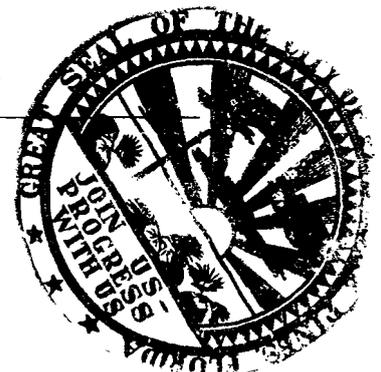
ATTEST:

CITY:



JUDITH A. NEUGENT,
CITY CLERK

CITY OF PEMBROKE PINES
BY: 
CHARLES F. DODGE
CITY MANANGER





City of Pembroke Pines

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY

WITNESSES:

[Signature]
RAYEEN AJOLABI

Print Name
[Signature]
Obolade Shokunbi

STATE OF FLORIDA
COUNTY OF MIAMI DADE) ss:

CONTRACTOR:

BAYUS SECURITY SERVICES, INC.

BY: [Signature]
Print Name: OLALEKAN SHOKUNBI
Title: PRESIDENT

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared OLALEKAN SHOKUNBI PRESIDENT of **BAYUS SECURITY SERVICES, INC.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **BAYUS SECURITY SERVICES, INC.** 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 29TH day of AUGUST, 2012.

[Signature]
NOTARY PUBLIC

OLUWATOYIN LADITAN
(Name of Notary Typed, Printed or Stamped)





City of Pembroke Pines

**THIRD AMENDMENT OF THE
SECURITY SERVICES AGREEMENT BETWEEN
THE CITY OF PEMBROKE PINES AND
BAYUS SECURITY SERVICES, INC.**

THIS AGREEMENT, dated this 7TH day of JULY 2014, 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 10100 Pines Boulevard, Pembroke Pines, Florida 33026, hereinafter referred to as "CITY",

and

BAYUS SECURITY SERVICES, INC., a Florida Corporation authorized to do business in the State of Florida, with an address of 6600 NW 27th Avenue, Suite 207, Miami, FL 33147, hereinafter to referred to as "CONTRACTOR."

WHEREAS, on May 21, 2008, the City Commission awarded Bid No. PSPW-08-03 for Security Services the various City locations to CONTRACTOR as the most responsive, responsible bidder, and,

WHEREAS, on July 25, 2008, the CITY and CONTRACTOR executed the Original Agreement, and,

WHEREAS, the bid specifications authorized the option to renew the Agreement for additional two (2) year terms upon the mutual consent of the parties, and,

WHEREAS, the CITY and CONTRACTOR executed the First Amendment for the first two-year renewal period commencing on July 26, 2010 and terminating on July 27, 2012, and,

WHEREAS, the CITY and CONTRACTOR executed the Second Amendment for the second two-year renewal period commencing on July 26, 2012 and terminating on July 27, 2014, and,

WHEREAS, the Parties specifically seek to execute the third two (2) year renewal period, and,

WHEREAS, the Parties specifically seek to hold the price as amended in the First Renewal for an additional two years, and

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement, and desire to amend the terms of their contractual relationship as set forth herein.



City of Pembroke Pines

WITNESSETH

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 follows:

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 the third two-year renewal period commencing on July 27, 2014 and terminating on July 26, 2016.

SECTION 3. The PARTIES agree that in all other respects the Original Agreement shall remain in full force and effect, except as specifically modified herein. In the event of any conflict or ambiguity by and between the terms and provisions of this Third Renewal, Second Renewal, First Renewal, or the Original Agreement, the terms and provisions of this Third Renewal shall control to the extent of any such conflict or ambiguity.

SECTION 4. Each Exhibit referred to in the Original Agreement, except as repealed herein, 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.

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

ATTEST:

CITY:

CITY OF PEMBROKE PINES

JAN *J. A. Neugent* 7/23/14
JUDITH A. NEUGENT,
CITY CLERK

BY: *Charles F. Dodge*
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

[Signature]
OFFICE OF THE CITY ATTORNEY



City of Pembroke Pines

CONTRACTOR:

BAYUS SECURITY SERVICES, INC.

WITNESSES

Rameem Afolabi

BY: [Signature]

Print Name: OLALEKAN SHOKUNBI

RAMEEM AFOLABI
Print Name

Title: PRESIDENT

OLALEKAN SHOKUNBI
Print Name

STATE OF FLORIDA)

) ss:

COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared OLALEKAN SHOKUNBI as PRESIDENT of **BAYUS SECURITY SERVICES, INC.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **BAYUS SECURITY SERVICES, INC.** 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 8th day of JULY, 2014

[Signature]

NOTARY PUBLIC



OLUWATOYIN LADITAN
(Name of Notary Typed, Printed or Stamped)



City of Pembroke Pines

AGREEMENT

THIS IS AN AGREEMENT, dated the 17th day of August, 2016, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026 hereinafter referred to as "CITY",

and

DALAMA PROTECTION, a company authorized to do business in the State of Florida, with a business address of **15800 Pines Boulevard, Suite #330, Pembroke Pines, FL 33027**, hereinafter referred to as "CONTRACTOR".

WHEREAS, the City operates the **Pembroke Pines Academic Village Charter School**, which require **Security Services**;

WHEREAS, the City procured pricing for this service under Section 35.18(C)(1) of the Procurement Code;

WHEREAS, the Contractor was determined to be the most responsive/responsible vendor;

WHEREAS, the City wishes to engage contractor for services required herein for the City;

WHEREAS, the Parties specifically seek to execute a **month to month term**;

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**

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

ARTICLE 2 **SERVICES AND RESPONSIBILITIES**



2.1 CONTRACTOR hereby agrees to perform the services for the **security services for Academic Village**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof.

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 **security services for Academic Village**, 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 a month to month basis.

3.2 *Termination for Convenience:* This Agreement may be terminated by CITY for convenience, upon seven (7) business days 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.

3.3 *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 seven (7) 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 an amount, **NOT TO EXCEED THE PER UNIT PRICING**, payable in monthly payments for actual services performed in accordance with the hourly rates identified in **Exhibit A**.

4.3 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 Public Services Director or his or her assignees.

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

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 **BLANK**

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, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from the CONTRACTOR's acts, errors, or omissions 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 §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



City of Pembroke Pines

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 **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. 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.

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 the CONTRACTOR.

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.

18.2 **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
10100 PINES BOULEVARD, 5th 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
 10100 Pines Boulevard
 Pembroke Pines, Florida 33025
 Telephone No. (954) 431-4884
 Facsimile No. (954) 437-1149

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) 771-4900



Facsimile No. (954) 771-4923

Contractor **Oswaldo Dalama, Owner**
Dalama Protection
15800 Pines Boulevard, Suite #330
Pembroke Pines, FL 33027
Telephone No: (954) 362-5400
Facsimile No: (954) 362-5210
Email: p.i.dalama@aol.com

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 **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.

**THE REMAINDER OF THIS PAGE
HAS BEEN INTENTIONALLY LEFT BLANK**



City of Pembroke Pines

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

ATTEST:

CITY

[Signature]
MARLENE D. GRAHAM, 8/17/16
CITY CLERK

BY: [Signature]
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM.

[Signature] 8/15/16
OFFICE OF THE CITY ATTORNEY

CONTRACTOR

DALAMA PROTECTION

Witnesses:
[Signature]
Stephanie Niemes
Print Name

BY: [Signature]
Print Name: OSVALDO DALAMA
Title: OWNER (PRES)

Print Name

STATE OF Florida)
COUNTY OF Broward) ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Osvaldo Lopez Dalama as Owner/President of DALAMA PROTECTION, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of DALAMA PROTECTION 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 28th day of July, 2016.

[Signature]
NOTARY PUBLIC

Dayana Benitez
(Name of Notary Typed, Printed or Stamped)

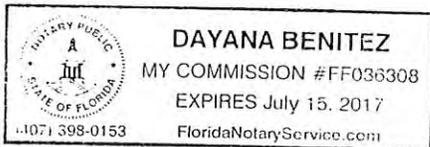


EXHIBIT A

SCOPE OF WORK

The service to be provided are as follows:

Contractor shall provide Licensed Unarmed Security Officer(s) and Patrol Vehicle(s) at an hourly rate and on an as needed basis for the City of Pembroke Pines and the City of Pembroke Pines Charter Schools.

The table below shows the agreed upon rates and the general weekly schedule for the security services:

Location	Working Hours	Description	# of employees (vehicles) per shift	# of Hours per week	Cost per hour	Estimated Total Cost per week
Academic Village 17189 Sheridan St, Pembroke Pines, FL 33331	7:00 p.m. - 7:00 a.m. Mon – Fri	Unarmed Guard	1	108	\$15.00	\$1,620.00
	24 hours per day Sat & Sun	Patrol Vehicle	0	0	\$4.25	\$0.00
Estimated Total Cost per week						\$1,620.00

The Security Officer(s) will Patrol the entire campus in a marked patrol vehicle.

All Security Officers shall have a minimum of two years of experience in patrol techniques. Security officers on duty will properly carry out the primary duty of safeguarding the facility, property and guests.

CONTRACTOR shall provide all labor, supervision, report material, radios and equipment necessary to preform and complete all services in all respects provided for in this Agreement. All services shall be performed in a timely and first-class workmanlike manner. CONTRACTOR shall monitor any suspicious activity and call emergency services or law enforcement when appropriate, advise the CITY in writing of any unsafe conditions and location of any repairs, lights out, or other similar unsafe hazards, mediate disturbances to the extend deemed safe and appropriate, and all other security tasks required by the CITY. All services will be continuous regardless of weather, disaster, or threatened or actual labor action.

Organizational Relationship

CONTRACTOR shall maintain liaison with and be responsible to CITY and its property management's coordinator for compliance with assigned duties. All guard services required under this Contract shall be

subject to inspection by the CITY or its property management's coordinator or a CITY designated representative.

CITY or a designated representative may change, alter, or revise any security procedures and hours or operation of any guard post, after review with CONTRACTOR, if deemed to be in the best interest of the CITY and its staff. All guard reports, required in the performance of the Contract, shall be submitted weekly to CITY or manager and all such reports and records of the guard's daily activities shall become property of the CITY.

Instructions and Training

CONTRACTOR will conduct training in accordance with Florida Department of Agriculture Chapter 493, Florida Statutes. CONTRACTOR will furnish the CITY with a copy of the security officer's Security License (D or G), issued by the State of Florida. All guards will have in their possession at all times, while on duty, a State Security License and a Company ID card. In addition, the officers will receive a minimum of twelve (12) hours of instruction and two (2) days personal supervision on the job. As a local company, CONTRACTOR schedules weekly unannounced supervisory visits and can be flexible in providing backup support. Security officers working for the CITY and its perimeter posts as outlined below:

- a. Basic Concepts of Community Patrol
- b. CITY Security Procedures
- c. Proper completion of all forms and reports used in the operation such as Guard's Daily Report Report, ID Control Logs, and any other forms supplied by the CITY
- d. Techniques of Patrol
- e. Post Duties
- f. Emergency Procedures
- g. Ingress and Egress Control
- h. Personal Identification
- i. Vehicle Identification
- j. Vendor and Visitor Control
- k. Use of Communication Equipment
- l. Telephone
- m. 2-Way Radio
- n. Motorized Equipment (as required)
- o. Operation within the CITY
- p. Vehicle Operating Rules and Regulations
- q. CITY's Layout – Tenant and Building Location

All of our employees shall be required to undergo periodic or additional in-service training to ensure ability to perform satisfactorily.

Licenses and Permits

During the life of this Contract, CONTRACTOR and employees will possess any license, permit, or commission now required or which may become a requirement for the operation of guard service.

Manpower Requirements

CITY may, as deemed necessary, change the number of hours required of CONTRACTOR. When notified, CONTRACTOR shall provide additional security guards at the same hourly fee specified for any other post. The duties of such security guards will be limited to similar duties specified in the Contract. The work schedule and total hours are subject to modification by the CITY. CONTRACTOR will provide an on-site Supervisor who will be responsible for scheduling, training, and coordination of operations within the CITY. This person will be considered as a regular employee of the CONTRACTOR, and as such, will be classified as a contractor overhead and will not be eligible for billable time.

Security

Security requirements include one (1) Posted Security Officer per School. The primary purpose of these posts will be to control students, guest and vendor access to restricted areas, and to prevent trespass or other unauthorized access.

Qualifications of Employees

CONTRACTOR will ensure that employees assigned to work under this Contract possess the necessary interpersonal skills required to courteously and tactfully interface with CITY's students and staff. CONTRACTOR shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity as determined by the CITY and shall be responsible for taking disciplinary action as may be necessary. CONTRACTOR shall comply with any CITY request for removal of any employee working under the Contract for violations of the CITY's regulations and written orders.

The CITY reserves the right to exclude from work such employees as the CITY deems incompetent, careless, insubordinate, unsuitable, objectionable, or otherwise contrary to the best interest of the CITY. All of our employees assigned to work under this Contract will demonstrate the ability to read, write, and comprehend written post order. Employees will also demonstrate the capability to acquire a good working knowledge of all security requirements and specific post functions.

All employees will possess a valid Florida State issued Security Guard License. All of our employees must have a high school education, and have passed a pre-employment physical examination, which includes a drug screening. Additionally, all employees assuming post duties at the CITY must have either worked as a licensed security officer in past post or received post security training prior to assuming said post duties.

All employees assigned to work under this Contract must be physically able to perform their assigned work. Employees shall possess binocular vision correctable to 20/30, be free of color blindness, and be capable of hearing ordinary conversation at fifteen (15) feet without benefit of a hearing aid.

Employee Compensation

During the term of this Contract and any extension periods, CONTRACTOR agrees to compensate security guards in accordance with State and Federal Laws.

Furnished Uniforms and Equipment

CONTRACTOR will furnish, at no cost to the employee, full and uniformly acceptable uniforms, similar in appearance and color from the uniforms worn by the City of Miramar Police Department. Equipment and incidental supplies necessary for performance under this Contract include, but are not limited to, the following:

- a. Breast badge
- b. Cap with cap badge or company patch
- c. Jacket with company patch
- d. Short-sleeved shirts (summer) with company patch
- e. Long-sleeved shirts (winter) with company patch
- f. Trousers
- g. Other inclement weather uniform items (e.g. gloves, raincoat)
- h. Winter coat with company patch
- i. Approved flashlight and batteries

Items of civilian attire will not be worn with the uniform unless specifically approved in writing by the Management.

Vehicles

CONTRACTOR shall provide the CITY with inspected and approved patrol passenger vehicle(s) Ford Crown Victoria, Dodge Charger or light duty truck(s) as required for contractor. CONTRACTOR shall also provide as option one, electric powered golf cart if needed. Vehicles shall remain clean and in good working order at all times. Personnel using these vehicles will be employed guards under this Contract. CONTRACTOR agrees to make all vehicles available twenty-four (24) hours a day, seven (7) days a week. The CITY will pay \$4.25 per hour, per vehicle. No additional compensation beyond twenty-four (24) hours will be allowed in any twenty-four (24) hour period. All vehicle maintenance and operation costs, insurance and other applicable fees (e.g. licenses) will be the responsibility of CONTRACTOR.

Identification Badges

CONTRACTOR and all of our employees performing duties under the Contract shall conform to all rules and regulations applicable by the CITY. All employees working under this Contract will be required to display on their person, at all times while on duty, an identification badge issued by CONTRACTOR. Identification badges will be worn on the outermost garment above the waist. CONTRACTOR shall conduct and assure the CITY and its staff that all employees working under this Contract have fingerprint based background checks, to the extent allowable by law, and include as a minimum, references and prior employment histories to the extent necessary to verify representations made by the employee relative to their employment in the preceding then (10) years.

Question and Answers for Bid #PSPW-16-17 - Security Guard Services

[Create New Question](#)

Question Deadline: Nov 7, 2016 8:30:00 PM EST

Overall Bid Questions

Question 1

1. Has there been an issue resulting in a calling of the bonding line?
2. Has the bonding company been put on notice or been notified?
3. Did the prior bid have a bonding line? If not, why is this now being initiated?
4. How often/how many times have you assessed liquidated damages, if applicable? (Submitted: Oct 31, 2016 1:08:50 PM EDT)

Answer

[edit](#) 

- 1. No.
- 2. No.
- 3. Per Addendum # 1, the proposal security/bid bond requirement along with the payment and performance bond requirements have been removed from this project.
- 4. Not applicable. (Answered: Nov 29, 2016 3:22:10 PM EST)

Add to Answer:

Question 2

- 1.)Please confirm the weekly hours at 696?
- 2.)What were the total expenditures for the existing contract in 2015?
- 3.)Is there an annual budget?
- 4.)Who is the current incumbent?
- 5.)When were they awarded the contract?
- 6.)What is their current bill rate?
- 7.)Please provide a copy of the incumbent contract. (Submitted: Oct 31, 2016 1:10:08 PM EDT)

Answer

- 1.) Please review Section 1.3 "Background" which has a table of estimated hours per week based on different locations and services. The locations, schedules, and type of security may be amended by the City as needed. For instance, the City currently owns the Broward Correctional Institution Property, however the sale of this parcel is expected to close on December 16, 2016 at which time the City will no longer own the property or require security guard services. In addition, the City is also building a new City Hall / Civic Center location, which may need Security Guard Services in the future, however this will be determined at a later date.
- 2.) The total cost for the 2015-16 FY is \$394,497.60
- 3.) Not specified.
- 4.) The City is currently using both Bayus Security Services, Inc. and Dalama Protection.
- 5.) The City awarded the Bayus Security Services, Inc. contract on May 21, 2008, in addition, the City entered into the contract with Dalama Protection on August 17, 2016.
- 6.) Bayus Security Services, Inc. provides Armed Guards at \$12.30 per hour, Unarmed Guards at 11.15 per hour, Marked/Lighted Golf Carts at \$0.44 per hour and Patrol Cars at \$1.50 per hour. Dalama Protection provides Unarmed Guards at \$15.00 per hour and Patrol Vehicles at \$4.25 per hour.
- 7.) Please see documents attached to Addendum # 1. (Answered: Nov 29, 2016 3:22:10 PM EST)

[edit](#) 

Add to Answer:

Question 3

The pricing sheet provides a unit of 1 for the site supervisor. Just confirming the unit number as the scope reads that site supervisors will be assigned as needed. (Submitted: Nov 3, 2016 2:52:03 PM EDT)

Answer

[edit](#) 

- The City does not currently require a Site Supervisor at any of the locations mentioned in the RFQ, however the City has requested pricing for this position in the event that it is needed in the future. The Site Supervisor position is listed as a line item for the Proposer to submit an hourly rate to provide the services. Please see section 1.5.5(C) regarding the "Site Supervisor" position. (Answered: Nov 29, 2016 3:22:10 PM EST)

Add to Answer:

Question 4

Page 4 - What is the PSPW position and why are they asking for only 1 hour for pricing? (Submitted: Nov 4, 2016 4:58:31 PM EDT)

Answer

[edit](#) 

- We assume that you are referring to the Site Supervisor position that is listed at one hour. The City does not currently require a Site Supervisor at any of the locations mentioned in the RFQ, however the City has requested pricing for this position in the event that it is needed in the future. The Site Supervisor position is listed as a line item for the Proposer to submit an hourly rate to provide the services. Please see section 1.5.5(C) regarding the "Site Supervisor" position. (Answered: Nov 29, 2016 3:22:10 PM EST)

Add to Answer:

Question 5

Page 19 Paragraph 1.6.2 Question - Will our standard forms FM 8, FM 14 and FM 11s meet these requirements? (Submitted: Nov 4, 2016 5:03:09 PM EDT)

Answer

[edit](#) 

- Since we have not reviewed your standard forms we cannot advise if they meet the requirements. (Answered: Nov 29, 2016 3:22:10 PM EST)

Add to Answer:

Question 6

Who is the current provider of the requested services? (Submitted: Nov 7, 2016 9:57:46 AM EST)

Answer

[edit](#) 

- The City is currently using both Bayus Security Services, Inc. and Dalama Protection. (Answered: Nov 29, 2016 3:22:10 PM EST)

Add to Answer:

Question 7

What are the current bill rates for the requested services? (Submitted: Nov 7, 2016 9:58:34 AM EST)

Answer

[edit](#) 

- Bayus Security Services, Inc. provides Armed Guards at \$12.30 per hour, Unarmed Guards at 11.15 per hour, Marked/Lighted Golf Carts at \$0.44 per hour and Patrol Cars at \$1.50 per hour. Dalama Protection provides Unarmed Guards at \$15.00 per hour and Patrol Vehicles at \$4.25 per hour. (Answered: Nov 29, 2016 3:22:10 PM EST)

Add to Answer:

Question 8

Are any of these services going to be provided for the first time as a result of this bid? (Submitted: Nov 7, 2016 9:59:36 AM EST)

Answer

[edit](#) 

- The basic security guard services are currently being provided by contractors. (Answered: Nov 29, 2016 3:22:10 PM EST)

Add to Answer:

Question 9

May the bid bond be dropped off in person or is mailing a requirement? (Submitted: Nov 7, 2016 10:00:34 AM EST)

Answer

[edit](#) 

- Per Addendum # 1, the proposal security/bid bond requirement along with the payment and performance bond requirements have been removed from this project. (Answered: Nov 29, 2016 3:22:10 PM EST)

Add to Answer:

Question 10

If original bid bond is mailed, will the City be using the postmarked date as submission date? or will the City need to be in possession of the original bid bond by November 22 at 2:00pm? (Submitted: Nov 7, 2016 10:02:21 AM EST)

Answer

[edit](#) 

- Per Addendum # 1, the proposal security/bid bond requirement along with the payment and performance bond requirements have been removed from this project. (Answered: Nov 29, 2016 3:22:10 PM EST)

Add to Answer:

Question 11

Does the City have a preference for the Marked/Lighted Patrol Vehicle? Sedan, SUV, Compact, Electric, etc.? (Submitted: Nov 7, 2016 10:04:12 AM EST)

Answer

[edit](#) 

- No. However all vehicles must be in good working order, must be of good professional appearance, and approved by the City before use. (Answered: Nov 29, 2016 3:22:10 PM EST)

Add to Answer:

Question 12

What is the City's budget for the services requested? (Submitted: Nov 7, 2016 10:08:30 AM EST)

Answer

- Not specified. (Answered: Nov 29, 2016 3:22:10 PM EST)

Add to Answer:

Question 13

Will the Marked/Lighted Patrol Vehicle assigned to the Broward Correctional Institution be used by the armed guard during their shift? And, when no armed guard is present, will the vehicle just be parked in a visible location? (Submitted: Nov 7, 2016 10:35:59 AM EST)

Answer

[edit](#) 

- Yes to both questions, however the sale of this parcel is expected to close on December 16, 2016 at which time the City will no longer own the property or require security guard services. (Answered: Nov 29, 2016 3:22:10 PM EST)

Add to Answer:

Question 14

We wanted to also ask:

1. How many building will the guard patrol?
2. How many security officers do you currently have and Is current provider operating under a collective bargaining agreement?
3. Please provide the current provider billing rates and employee wages?
4. Will annual billing rate adjustments be allowed based upon wage increases mandated under the collective bargaining agreement?
5. What type of security surveillance equipment exists?
6. Will security staff be required to carry handcuffs and/or batons?
7. Do you require portable 2-way radios?
8. Do you need patrol vehicle, what is the average annual mileage?
9. Who is the current incumbent?
10. Estimated total number of hours for this contract?
11. What is the current bill rate?
12. What was the contract amount spent last year?
13. Is there a prevailing wage?
14. Can you tell me what the current prevailing wage is?
15. Do you require onsite superior? (Submitted: Nov 7, 2016 3:52:26 PM EST)

Answer

- 1. The Health Park grounds is approximately 154 acres and 80 buildings, which includes Pines Place. Academic village grounds is approximately 69 acres and 11 buildings, which includes a water storage facility. The boat storage yard grounds is approximately 23 acres. The women's prison is approximately 60 acres and 27 buildings, however the sale of this parcel is expected to close on December 16, 2016 at which time the City will no longer own the property or require security guard services.
- 2. The City is not aware of the current provider operating under a collective bargaining agreement or the specific number of guards that are being utilized.
- 3. Bayus Security Services, Inc. provides Armed Guards at \$12.30 per hour, Unarmed Guards at 11.15 per hour, Marked/Lighted Golf Carts at \$0.44 per hour and Patrol Cars at \$1.50 per hour. Dalama Protection provides Unarmed Guards at \$15.00 per hour and Patrol Vehicles at \$4.25 per hour.
- 4. The contract allows for future price adjustments, up or down, to be based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services and to be agreed upon by both parties.
- 5. Cameras and checkpoint scanners at the Health Park and Academic Village.
- 6. Yes.
- 7. Yes.
- 8. A patrol car will be needed for the prison site, however the sale of this parcel is expected to close on Dec 16th at which time security services will cease. A Marked/Lighted golf cart will be needed at the Howard C. Forman Human Services Campus. The City currently provides a golf cart at the Academic Village campus for the security guard to use at no cost to the contractor. The City intends to keep providing the golf cart to the awarded contractor, however the City may require a Marked/Lighted golf cart to be provided by the contractor at this location at the unit price submitted by the contractor. The average mileage is unknown to the City.

[edit](#) 

9. The City is currently using both Bayus Security Services, Inc. and Dalama Protection.

10. Please review Section 1.3 "Background" which has a table of estimated hours per week based on different locations and services. The locations, schedules, and type of security may be amended by the City as needed. For instance, the City currently owns the Broward Correctional Institution Property, however the sale of this parcel is expected to close on December 16, 2016 at which time the City will no longer own the property or require security guard services. In addition, the City is also building a new City Hall / Civic Center location, which may need Security Guard Services in the future, however this will be determined at a later date.

11. Bayus Security Services, Inc. provides Armed Guards at \$12.30 per hour, Unarmed Guards at 11.15 per hour, Marked/Lighted Golf Carts at \$0.44 per hour and Patrol Cars at \$1.50 per hour. Dalama Protection provides Unarmed Guards at \$15.00 per hour and Patrol Vehicles at \$4.25 per hour.

12. The total cost for the 2015-16 FY is \$394,497.60.

13. No, the City does not have a living wage ordinance and does not have a required minimum wage to be paid to the contractor's officers/staff.

14. Not applicable.

15. The City does not currently require a Site Supervisor at any of the locations mentioned in the RFQ, however the City has requested pricing for this position in the event that it is needed in the future. The Site Supervisor position is listed as a line item for the Proposer to submit an hourly rate to provide the services. Please see section 1.5.5(C) regarding the "Site Supervisor" position. **(Answered: Nov 29, 2016 3:22:10 PM EST)**

Add to Answer:

Question 15

1. Is the city using a living wage for this contract? If not, is there a minimum required wage to be paid to officers?
2. Who is the current provider?
3. What are the current bill rates by position?
4. Please provide the 2016 budget for the current contract.
5. Is the Site supervisor position part of the 696 total hours or in addition to these hours? Is the position billable or non-billable?
6. Is the project manager position part of the 696 total hours or in addition to these hours? Is the position billable or non-billable?
7. Does the city have a preference or requirement for the type or model of vehicles to be provided?
8. Can fuel for the vehicles be direct billed? If not, can you please confirm the current weekly miles used by the vehicle?
9. Can you please describe the post duties at the Broward Correctional Institution property?
10. Are there any requirements for the radios to be able to communicate with law enforcement or emergency responders?
11. Does the contractor need to provide radio repeaters or are these already in place?
12. Can you please provide an exact count of the number of radios that the contractor needs to provide. Section 1.5.2 states that additional radios may be requested at no additional charge. This section seems overly broad and the contractor could in theory be asked to purchase an unlimited number of radios for the city; can you please clarify if there is a maximum quantity that the city may request?
13. How many hours of on-the-job training are new officers required to complete?
14. Has the city enforced liquidated damages during the current contract term? If so, please provide the total amount of damages enforced.
15. Do all officers and/or posts need to carry handcuffs, batons, and OC spray? **(Submitted: Nov 7, 2016 8:19:59 PM EST)**

Answer

- 1. No, the City does not have a living wage ordinance and does not have a required minimum wage to be paid to the contractor's officers/staff.
2. Bayus Security & Dalama Protection.
 3. Bayus Security Services, Inc. provides Armed Guards at \$12.30 per hour, Unarmed Guards at 11.15 per hour, Marked/Lighted Golf Carts at \$0.44 per hour and Patrol Cars at \$1.50 per hour. Dalama Protection provides Unarmed Guards at \$15.00 per hour and Patrol Vehicles at \$4.25 per hour.
 4. Not specified.
 5. The City does not currently require a Site Supervisor at any of the locations mentioned in the RFQ, however the City has requested pricing for this position in the event that it is needed in the future. The Site Supervisor position is listed as a line item for the Proposer to submit an hourly rate to provide the services. Please see section 1.5.5(C) regarding the "Site Supervisor" position.
 6. No. In regards to the "Selected Proposer's Project Manager", per Section (D), "[...] This position shall be at no direct cost to the City[...]"
 7. No. However all vehicles must be in good working order, must be of good professional appearance, and approved by the City before use.
 8. No, fuel cannot be billed to the City. No, the City cannot confirm the current weekly miles, however the number of miles used is very minimal.
 9. Entrance security and random grounds patrols, however the sale of this parcel is expected to close on December 16, 2016 at which time the City will no longer own the property or require security guard services.
 10. No, however per section 1.5.2 "[...]one (1) radio shall be issued by the Contractor(s) to the City. Additional radios may be requested, at no additional charge, at the discretion of the City."

[edit](#) 

11. No radio repeaters will be required.

12. One per site.

13. Training shall be determined by proposer based on regulatory requirements and certifications, along with best practices.

14. No.

15. Yes. (Answered: Nov 29, 2016 3:22:10 PM EST)

Add to Answer:

Question 16

Does the central dispatch center need to be locally operated? (Submitted: Nov 7, 2016 8:24:33 PM EST)

Answer

[edit](#) 

- Per Section 1.5.2 (B) Central Dispatch Center: "[...]Central Dispatch Center may be located out of the state but shall be independently operated by the Contractor. This Center shall not be outsourced to another company unless approved in writing by the City." (Answered: Nov 29, 2016 3:22:10 PM EST)

Add to Answer:

Submit

Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com

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FPI Security Services

Bid Contact **Daniel Gonzalez**
dgonzalez@fpisecurity.com
Ph 305-827-4300

Address **1776 West 38 Place**
Hialeah, FL 33012

Supplier Code 239846

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
PSPW-16-17--01-01	Unarmed Guard - 23,088 Estimated Hours Per Year	Supplier Product Code:	First Offer - \$14.35	23088 / hour	\$331,312.80	Y	Y
PSPW-16-17--01-02	Armed Guard - 4,368 Estimated Hours Per Year	Supplier Product Code:	First Offer - \$14.35	4368 / hour	\$62,680.80		Y
PSPW-16-17--01-03	Site Supervisor - Hourly Rate	Supplier Product Code:	First Offer - \$15.00	1 / hour	\$15.00		Y
PSPW-16-17--01-04	Golf Cart - Marked/Lighted (Without Guard)	Supplier Product Code:	First Offer - \$0.45	4368 / hour	\$1,965.60		Y
PSPW-16-17--01-05	Patrol Car - Marked/Lighted (Without Guard)	Supplier Product Code:	First Offer - \$2.25	8736 / hour	\$19,656.00		Y
Supplier Total					\$415,630.20		

FPI Security Services

Item: **Unarmed Guard - 23,088 Estimated Hours Per Year**

Attachments

Pembroke Pines Proposal.pdf



PROPOSAL FOR PSPW-16-17 Security Guard Services

December 13, 2016



Presented by:
Daniel Gonzalez
Vice President
Dgonzalez@fpisecurity.com
FPI Security Services
1776 West 38 Place
Hialeah, FL 33012
305-827-4300



SECURITY SERVICES

Tab 1

Table of Contents



Table of Contents

Letter of Interest.....	Page 1
Experience and Ability.....	Page 4
Previous Experience.....	Page 20
Understanding and Approach.....	Page 29
Project Cost.....	Page 72
Documents.....	Page 75
State License.....	Page 95
Local Tax Receipts.....	Page 99
Addenda and Insurance.....	Page 100



SECURITY SERVICES

Tab 2 Letter of Interest



FPI SECURITY SERVICES, INC.

BID SYNC

City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines, FL 33026

December 13, 2016

RE: PSPW-16-17 Security Guard Services

To whom it may concern,

We are responding to your request for proposals for Security Guard Services at the City of Pembroke Pines facilities, in accordance with the terms, conditions, and specifications contained in the request. We understand that you wish to contract with a security firm to provide the requested services to commence upon the date of award, and shall expire two years from that date with the option to renew, on a yearly basis, for an additional two years.

Our company is respectfully requesting to be considered for this contract. We have fully read and understand all the requirements, and conditions of your request. We are confident that we meet and exceed the required parameters and we are the right company for this partnership with the City of Pembroke Pines. FPI Security Services holds no conflict of interest with City of Pembroke Pines, and meets all the requirements, and special conditions of the request. Our company with over 30 years of experience in this field is normally and routinely engaged in performing such services. We are legally licensed, bonded and insured to perform the work delineated in the request.

At FPI our customers are our partners. We act with the best interest of the clients first. We measure our success by how we meet and exceed our client's expectations and needs. Our experience, integrity, work ethics, innovations, and productivity have allowed our company to grow and develop at rates above our competitors. We are a Minority Business Enterprise staffed with an elite team of over 300 professionals stemming from the field of Military, Police and Public Safety. Our emphasis on customer service is the genesis and key to our success in this industry.

FPI Security Services, Inc.

1770 West 38th Place, Hialeah FL 33012
PO BOX 12356 Hialeah, FL 33012-1605

Phone: 305.827.4300 / 1800.374.4316 / Fax: 305.826.7741

www.FPIsecurity.com



FPI SECURITY SERVICES, INC.

I want to thank you for taking a moment from your valuable time to review this letter. You will find that not only does FPI meet and exceed your requirements and qualifications, but that our partnership will be a great benefit to the City of Pembroke Pines. Our goal to, “best serve the interests of our clients” is a perfect fit to this organization. Our company’s stability, sense of responsibility along with our proven methodology has made us an industry leader. We truly believe that the premier blend of FPI services with the needs of Pembroke Pines will set a benchmark for other municipalities to follow. We have successfully performed similar services to municipalities such as Coral Gables, Fort Lauderdale, and Hialeah. Our Staff is readily available to meet with all necessary City personnel to execute the services outlined herein.

In addition, I wish to confirm that FPI is the only entity that will be providing the services requested, and this proposal is made without collusion with any other person(s), company or parties submitting a proposal. The signer hereby attests that he has full authority to contract and bind FPI with City of Pembroke Pines.

It is with great admiration to The City of Pembroke Pines that we present this Proposal and we look forward to a wonderful partnership of service, should we have the privilege of being awarded this bid.

Sincerely,

Alexander Perez
President/CEO
FPI Security Services Inc.

FPI Security Services, Inc.

1770 West 38th Place, Hialeah FL 33012
PO BOX 12356 Hialeah, FL 33012-1605

Phone: 305.827.4300 / 1800.374.4316 / Fax: 305.826.7741

www.FPIsecurity.com



SECURITY SERVICES

Tab 3

Experience and Ability



Who we are

FPI Security Services has made a tradition of dependable and efficient service that extends more than 30 years. From its beginnings, FPI has made its security services out to be a dependable ethical work force that prides itself on making a difference.

FPI is a well-managed growth-oriented provider of security officers and related services. The company currently employs in excess of 300 individuals and offers services to governmental, commercial, industrial and residential clients. FPI is an equal opportunity employer and is proud to be a family owned company.



The company has achieved growth in excess of 10% per year substantially in excess of its peers in the industry, both larger and smaller. This success has been the result of experienced management, proper selection and intensive training of people and remarkable responsiveness to customer needs and service opportunities.

Having developed a stable and proven management team, the company is poised for growth, both geographically and through the expansion of corollary services in the ever-expanding security and service industry.



FPI's team is confident that its solid foundation built on exceptional customer satisfaction, together with carefully managed profitability will enable the company to continue its growth and become an outstanding leader in the industry." -- Alex Perez



We are a full service protection company capable of providing top notch, professional security services to a large client base.

We take pride in performing above industry standards, our personnel receive training both in the classroom and on the job to assure that all personnel have the knowledge and ability to perform the work required.

At FPI, each client is treated with individual and personalized attention. FPI has established

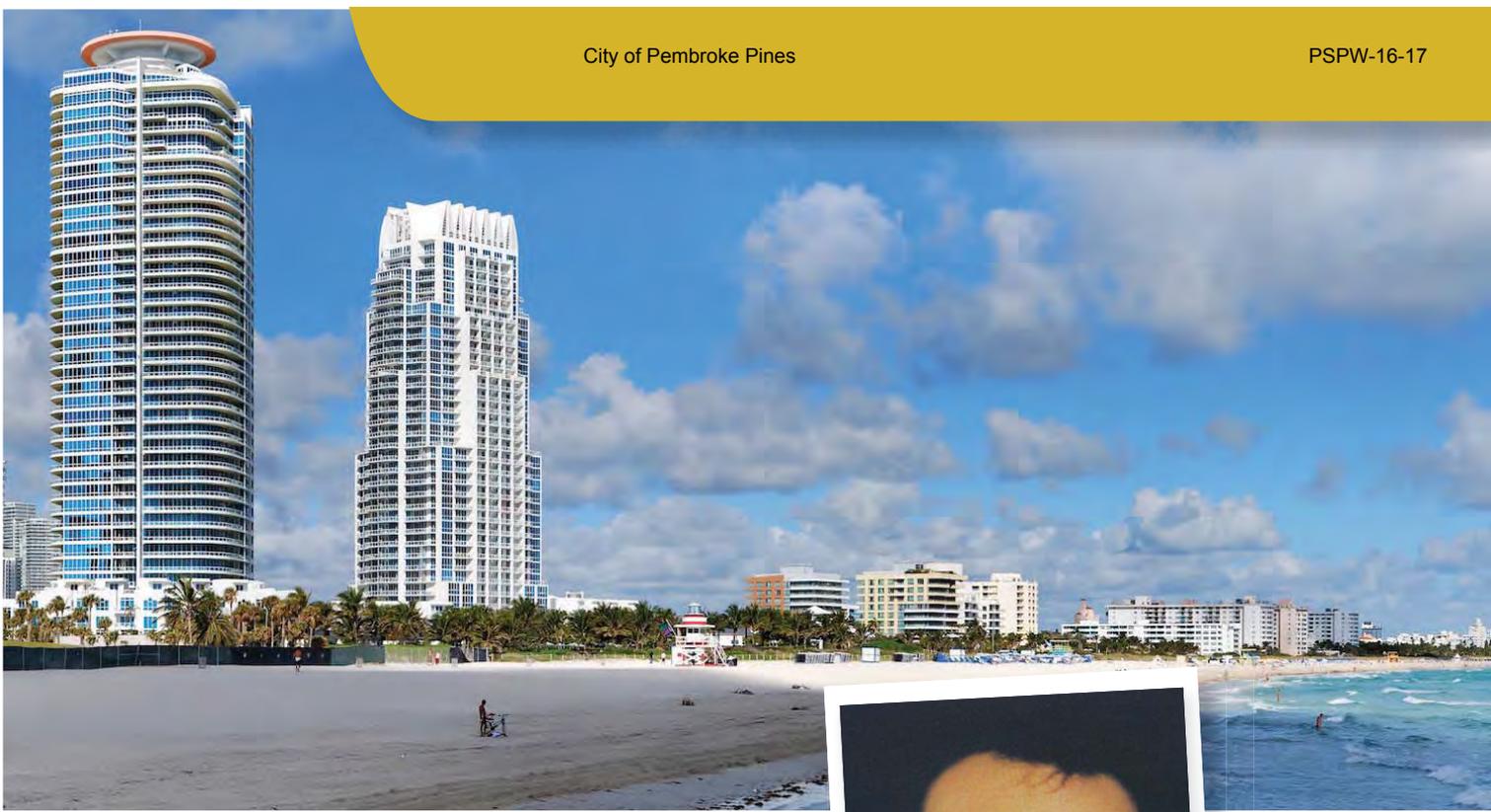
a “hands on” approach and will do whatever is necessary to ensure customer satisfaction. We offer a wide range of services tailored to meet the demands of our clients.

We specialize in:

- Security Services
- Access control
- Concierge services
- Patrol services
- Emergency coverage

FAMILY + OPERATED
OWNED

- Special events
- Risk assessments
- Parking enforcement
- Guard houses



MEET THE FOUNDERS

FPI Security Services was founded in 1981 by Andres Perez. Andres spent 20 years in the United States Army and served in the Vietnam War. When he retired from the military, Andres began a career in law enforcement. Soon after FPI Security Services was born. Andres used the experienced he gained in the military and law enforcement to build a professional security company that aimed to provide the highest standard of service.

Alex Perez, the son of Andres Perez, began to learn the business as soon as he was old enough to work. He spent countless hours with his father learning the security industry. Alex learned the business from the ground up, starting as a security guard. After his father's passing, Alex took over FPI Security Services.

Using the knowledge and experience gained from his father, Alex and FPI provide professional and leading edge security services.



"We look forward to the opportunity of serving your community."

Alex Perez
President & CEO

Strengths

FPI has positioned itself as the leading, privately owned provider of high quality security services in South Florida. While the market encompasses thousands of potential clients, the company chooses to target governmental agencies, commercial and residential development accounts. Our customer base consists of a diverse clientele including Fortune 500 companies, hospitals, marinas, and many more. We now proudly serve the entire State of Florida.



Employee Screening

The Company maintains the highest standards for employment in the industry providing applicants pass a 7 panel drug screen and are able to pass an FDLE criminal background check. FPI requires significantly higher levels of experience and educational background than its competition.

Customer Retention & Service

Because of its attention to customer service, the company maintains high retention rates among its clients. Top management is in daily contact with its clients, maintains personal involvement and provides immediate response to client concerns and needs. The company maintains the philosophy of providing extraordinary customer service and “doing whatever it takes” to anticipate and handle any and all client needs.





Billing & Payroll

FPI pays its security officers every two weeks, which translates into 26 billing periods a year for payroll. Your organization will be invoiced once a month for guard services with payments due 30 days from date of invoice.

Pricing

FPI positions itself as a competitively priced Service Company with a strong emphasis on quality and customer service. Its clients pay for the level of service that they select. FPI adheres to rigorous quality control and training programs that support each level of personnel requested.

FPI has maintained its reputation by providing superior personnel which ensure high customer satisfaction and retention.

Professional Memberships & Certifications

Staying at the top of our industry requires constant educational growth. As FPI Security Services grows we have gained certifications and professional memberships with the following organizations:



American Board for Certification in Homeland Security



American Society for Industrial Security (ASIS)



Better Business Bureau, Accredited Business



International Association for Healthcare Security & Safety



Miami-Dade County Association of Chiefs of Police

Dispatch Center

FPI has a dispatch center available to handle any problems or concerns that may arise during the day to day operations. FPI's dispatch center is open 24 hours a day, year round, including holidays and for natural disasters. In addition, the dispatch center is responsible for attending to scheduling issues that may arise. FPI is equipped with state of the art emergency backup systems including high efficiency generators. In the event of an emergency, our operations will continue to run as scheduled, providing our clients with uninterrupted service during the most crucial times.



Executive Assistance

Executive assistance will be available to you, to assist in any situation that may arise during the term of this contract.



Organizational Chart





SECURITY SERVICES

Management Team

Alexander Perez has more than 25 years security experience, Alexander Perez has an established track record for FPI that deliver sustained growth and profits and in identifying critical Municipal partnership opportunities that strategically expand market share. Mr. Perez has spent the last eight years as President and CEO of Florida Patrol Investigators, Inc. the market leader in the high-end Security Service. Under Mr. Perez's guidance FPI has become a leader in the industry, setting trends in customer relations and services. FPI's core values have placed the client's interests the priority for the business model.

Daniel Gonzalez is FPI's Vice President. Daniel has been with the company almost 10 years and has a strong background in emergency management and security operations. He attended Saint Thomas University and obtained his Bachelor's Degree in Organizational Leadership. Daniel brings strong leadership and innovation to the FPI management team.

Josie Fernandez brings a strong background in developing and directing financial, operational, and administrative functions in public and private accounts serviced by FPI. Mrs. Fernandez has provided key roles in guiding the company through dynamic, high growth, as well as difficult market environments. She honed her expertise in various senior financial positions for multiple corporations prior to her tenure at FPI.

FPI's proven management and supervisory teams are made up of elite members professionally trained and certified to conduct the services hereby delineated.

FPI is proud to be composed of members from the fields of Law Enforcement, Life Safety, First responders, Fire Rescue personnel, retired military, criminal justice professionals, and emergency management specialists.

The top echelon of our company is made up of professionally trained and season members with many years of experience in the field of Business Management, Finance, marketing, and customer service.

Please see attached Resumes.



SECURITY SERVICES

FPI Security Services

1776 West 38 Place, Hialeah, FL 33012

Toll Free: 1-800-374-4316 Dade: 305-827-4300 Broward: 954-370-5300

Email: info@fpisecurity.com

Objective:

FPI Security Services is a full service security agency capable of providing the latest in innovation to clients with a variety of needs. For over 30 years, FPI has provided security services above the industry standard.

Established in 1981

FPI Security was created in 1981 by Andres Perez. Andres was an Army veteran who saw the need for a professional security agency in South Florida. After over 30 years in business, FPI now serves the entire State of Florida.

Turnover below industry standards

FPI takes care of our employees so that our employees take care of our clients. Our employee retention programs have lowered our turnover to just under 30%. The industry standard is anywhere between 100-300%.

Security Instructors on Staff

FPI is also a licensed security school capable of providing the training required for individuals to obtain a security license. Our training staff is made up of several law enforcement instructors that provide the highest level of training to our officers. Our training facility includes an indoor shooting range for the training of our armed officers.

Experience:

FPI provides security services to a diverse client base made up of residential, commercial, and governmental agencies. Our client base includes Fortune 500 companies, hospitals, marinas, high-rises, and many more.

The Miami Herald, Doral, FL

Served since 2013

HBO Latin America, Sunrise, FL

Served since 2011

Silverlakes Homeowners Association, Pembroke Pines, FL

Served since 2011

Gibson Truck World, Sanford, FL

Served since 2013

Certifications & Memberships

American Board for Certification in Homeland Security

American Society for Industrial Security

International Association for Healthcare Security & Safety

Miami-Dade County Association of Chiefs of Police



SECURITY SERVICES

ALEXANDER ANDRES PEREZ
1776 West 38th Place, Hialeah, FL 33012
Office: 305-827-4300
E-Mail: alex@fpisecurity.com

Position:

President / CEO of FPI Security Services, Inc.

Summary:

- 20 years of executive experience in the Security Industry
- Responsible for 150+ Security Officers
- Security and Safety Surveys
- Recruit and Train Security Officers
- Obtain new security contracts
- Schedule security officers
- Maintain security contracts
- Executive Office Administration
- Certified Instructor for counter-terrorism
- Certified Classroom Instructor
- Operations Manual creation
- Loss Prevention Investigations

Experience:

- November 2004 – Present, FPI Security Services, Inc
President & CEO
- January 2001 – Present, Florida Gun Center, Inc
Owner & President
- June 1988 – November 2004, FPI Detective Agency
Senior Vice President

Professional Affiliations:

- American Society for Industrial Security (ASIS)
- Better Business Bureau
- Dade County Chiefs of Police Association
- Federal Firearms License Dealer
- Florida Notary Public
- International Association for Healthcare Security & Safety
- NRA – Firearms Instructor

State of Florida Licenses:

- Private Investigator License C 2501083
- Security Officer Instructor License DI 2800026
- Security/Investigative Agency Manager M 2500120
- Statewide Firearm License G 2504772
- Security Officer License D 2526046
- Firearms Instructor License



SECURITY SERVICES

DANIEL GONZALEZ
1776 West 38th Place, Hialeah, FI
Office: 305-827-4300 Mobile: 305-300-7622
E-Mail: dgonzalez@fpisecurity.com

Position:

Vice President, FPI Security Services, Inc.

Summary:

A goal oriented individual with 9 years of experience in security operations and extensive education and training in management.

Experience:

May 2013-Present
FPI Security Services
Vice President

January 2011-May 2013
Florida Patrol Investigators, Inc.
Account Manager

July 2009-January 2011
Florida Patrol Investigators, Inc.
Site Supervisor

August 2006 – July 2009
Florida Patrol Investigators, Inc.
Security Officer

Education:

Broward College, Hollywood, FL
Emergency Management

Saint Thomas University, Miami Gardens, FL
Organizational Leadership

Emergency Management Institute
FEMA Independent Study Courses: Fundamentals of Emergency Management, Incident Command System, Emergency Planning, Leadership and Influence, Decision Making and Problem Solving, Effective Communication, Developing and Managing Volunteers, National Incident Management System, Workplace Security Awareness, Anticipating Hazardous Weather and Community Risk, and Professional Development Series.

Additional Skills

Fluent in English and Spanish, Microsoft Office, Quickbooks

State of Florida Licenses:

Security D License # D 1108906



SECURITY SERVICES

JOSIE FERNANDEZ

1776 West 38th Place, Hialeah, FL 33012
Office: 305-827-4300 Mobile: 305-321-3447
E-Mail: accounting@fpisecurity.com

Position:

Chief Financial Officer (CFO), FPI Security Services, Inc.

Summary:

An effective, responsible and goal-oriented Top Management professional with more than 26 years of experience in sales, inventory-control and management. Proven managerial, communications, analytical and complex problem solving skills with the ability to implement solutions to increase productivity while decreasing costs.

Experience:

March 2005 – Present
FPI Security Services, Inc.
Chief Financial Officer
Human Resource Director

2002-2005
CPS Products
Human Resource/ Accounting Manager

1998-2002
Finotex USA
Internal Auditor

Education:

Florida International University; Miami, FL
Miami Dade College; Miami, FL
South Gate High school; California

Additional Skills:

Proficient in speaking, writing and reading English, Spanish and Portuguese.

Maximum Performance Management,
Government Services-administrative coordinator
Collections, Accounting systems coordinator, and Payroll Processing
Sig Sigma Green Belt
Achieving Extraordinary Customer Care, Time Management, Writing Effective Performance Appraisals, Interviewing Skills, Psychology of Selling, Superior Sales Management
The Phoenix Seminar.

Computer knowledge: Microsoft Office, Corel Word Perfect, Corel Photo Paint 5, Paperwork Visioneer, Excel, POS, Portia, I2k, Internet and many more.



SECURITY SERVICES

LUIS DOMINGUEZ
1776 West 38th Place, Hialeah, FL 33012
Office: 305-827-4300 Mobile: 305 321 3447
E-Mail: luis@fpisecurity.com

Position:

Contract Coordinator, FPI Security Services, Inc.

Summary:

An effective, responsible and goal-oriented professional with more than 26 years of experience in sales, inventory-control and management.

Experience:

September 2008 – Present
FPI Security Services, Inc.
Contract Coordinator

2002-2008
The Customer Center, Fairfield, Ct. Northeast Regional Manager

2000-2002
Sprint PCS, Coral Gables, FL. District Manager

1997-2000
TMG, Plantation, Florida. (AT&T Wireless Kiosk Program) Regional Sales Manager

1994-1997
Bell Atlantic NYNEX Mobile, New Haven, Connecticut. Store Manager

Education:

Central Connecticut State University; New Britain, Connecticut
University of Connecticut; West Hartford, Connecticut
Hartford High School; Hartford, Connecticut

Additional Skills:

Proficient in speaking writing and reading in Spanish.

Attended seminars; Media Train with TV interviewing, Maximum Performance Management, Achieving Extraordinary Customer Care, Time Management, Writing Effective Performance Appraisals, Interviewing Skills, The Phoenix Seminar, Psychology of Selling, Superior Sales Management, Tom Hopkins; How to gain, train and maintain a dynamic sales force, Motorola, Nokia, Audiovox and many other Vendor training's.

Computer knowledge: Word 7.0, Corel Word Perfect, Corel Photo Paint 5, Paperwork Visioneer, Excel, POS, Portia, I2k, Internet and many more.



SECURITY SERVICES

RENOLD BERICE
1776 West 38th Place, Hialeah, FL 33012
Office: 305-827-4300 Mobile: 305-300-7622
E-Mail: berice@fpisecurity.com

Position:

Senior Executive Supervisor, FPI Security Services, Inc.

Summary:

18 years of operations experience in the Security Industry.
Responsible for 150+ Security Officers
Respond to Emergency Situations
Security and Safety Surveys
Recruit and Train Security Officers
Obtain new security contracts
Schedule security officers
Maintain security contracts
Office Administration

Experience:

November 2004 - Present
FPI Security Services, Inc.
Senior Executive Supervisor

June 1999 – November 2004
FPI Detective Agency
Patrol Supervisor

June 1996 – June 1999
50 State Security
Supervisor

Education:

Barber Scotia College, Concord, NC
Criminal Justice Studies

State of Florida Licenses:

Statewide Firearm License G 2603258
Security Office License D 2111367



SECURITY SERVICES

Tab 4

Previous Experience



SECURITY SERVICES

Current Client References

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301
Reina Gonzalez, 954-828-5139
Email: Rgonzalez@fortlauderdale.gov
9/2012 - Present

City of Coral Gables
2800 SW 72 Avenue
Miami, FL 33134
Ralph Rodriguez, 305-460-5014
Email: rrodriguez1@coralgables.com
11/2015 - Present

City of Hialeah Fire Dept.
83 East 5th Street
Hialeah, Florida 33012
Chief William Guerra, 305-505-0001
Email: wguerra@hialeah.gov
6/2011 - Present

Headquarter Honda
17700 State Road 50
Clermont, FL 34711
Judy Serra, 305-364-9800
Email: judy.serra@headquartertoyota.com
6/2000 - Present

Century Village Pembroke Pines
13300 SW 10th Street
Pembroke Pines, Florida 33027
George Beckhart 954-435-6001
Email: gbeckhart@cenrec.com
3/2015 - Present





SECURITY SERVICES

City of Fort Lauderdale

FPI Security Services provides security services to the City of Fort Lauderdale. FPI is contracted to secure two water treatment facilities using armed guards. Guards make rounds of the facilities using a golf cart. The guards must screen all visitors at a guardhouse and provide them with a visitor's passes. Guards are trained in hazardous materials and Homeland Security procedures for a high risk facility.



CITY OF
FORT LAUDERDALE

City of Coral Gables

FPI Security Services provides security services to the City of Coral Gables. FPI provides Citywide security services including their City Hall, parking garages, public works, parks, and special events. Officers were tasked with completing rounds of the buildings and securing City assets. Officers are in constant communication with the City's Administration and Coral Gables Police Department. Our officers communicate with the Police via a Police issued radio.





SECURITY SERVICES

City of Hialeah Fire Department

FPI provides fire watch services for the entire City of Hialeah. FPI maintains a strong relationship with the Fire Department and is contacted in the case a property is without fire alarms systems or fire sprinklers. It is our responsibility to maintain a high alert for fire hazards and report immediately to the fire department.



Century Village of Pembroke Pines

FPI has a staff of over 50 employees that are responsible for securing a property with over 7,000 living units. The property is a 55+ community and has two gatehouses with multiple visitor lanes. We have multiple patrol vehicles patrolling the property 24 hours a day. Patrol officers are responsible for responding to medical calls and assisting first responders. We are tasked with securing a 135,000 sq ft clubhouse with theatres, party rooms, and a gym.



Headquarter Honda

FPI Security Services provides coverage to the Headquarter family of dealers that span the entire State of Florida. We are tasked with ensuring assets are delivered in good condition and patrolling each site to deter crime. We also complete investigations at the request of Headquarter management.



**HEADQUARTER
HONDA**

Your Security is Our Profession!



REFERENCES FORM

Provide specific examples of similar contracts. References should be 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 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:

REFERENCES FORM

Provide specific examples of similar contracts. References should be 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 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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E-Mail Address: Telephone: Fax: **Project Information:**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:

REFERENCES FORM

Provide specific examples of similar contracts. References should be 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 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:



Tab 5

Firm Understanding and Approach to the Work



SECURITY SERVICES

1. Statement of Understanding

FPI Security Services fully understands the scope of this RFQ and the intentions of the City of Pembroke Pines. The scope of work covers many different services in which FPI has extensive experience. We understand the City is looking for a professional security agency that will provide high standards of security service throughout the City. Through our experience working for other municipalities, we have learned the importance of training, customer service, and communication. These are the areas we will focus on throughout our approach to provide the City of Pembroke Pines with professional security guard services.

The scope of work covers five (5) City facilities located at different areas throughout the City. These facilities will require unarmed security personnel except for the Broward Correctional Institution Property which will require an armed guard as well as a marked patrol vehicle. The only other vehicle required per the RFQ is a marked/ lighted golf cart at the Howard C. Forman Human Services Campus. The remaining City facilities not previously mentioned include Academic Village, Storage Lot, and Pines Place.

The project consists of a total of 27,456 man hours and 13,104 vehicle hours on an annual basis. Out of the total number of hours, 23,088 are scheduled to be unarmed security service. The remaining 4,368 hours will be utilized at the Broward Correctional Institution as an armed security service. There will be a marked and lighted patrol vehicle assigned to this location even when no officer is present or on duty.

FPI Security Services has extensive experience in providing the requested services throughout the City. We have gained this experience by providing similar services to municipalities such as City of Fort Lauderdale, City of Coral Gables, and City of Hialeah. We have found that professional service to our clients is achieved by providing extensive training pre-employment as well as continuous training throughout employment. Just as important as training are communication and customer service. While performing the services under this RFQ, our officers will not only be FPI employees but representatives of the City of Pembroke Pines. That is why we stress the importance of customer service to our staff, especially when assigned to a government facility.

FPI Security Services is fully capable and willing to provide the services requested in this RFQ. We are also fully capable of providing additional services at additional facilities not listed in this RFQ. We look forward to the opportunity of presenting our company and the services we provide through this proposal for the services requested at the City of Pembroke Pines.



SECURITY SERVICES

2. Approach

1.6.1 Descriptive Tasks and Responsibilities

A) **Security Officer:** The specific tasks for the Security Officers will be determined at a later date and contingent upon the specific facility, location, or assignment needs. The required tasks shall be approved by the City.

Our security officer will be tasked with all the duties discussed in section 1.6.1 of the RFQ. Additional services and tasks will be included in the post orders after meeting with City officials to determine the specific needs of each facility.

Our security officers will be tasked with providing crime deterrence and visibility throughout their shift. All the officers hired by FPI Security Services are placed through a 16-hour pre-assignment training course. This training course is not required by the State of Florida; however, it is imperative that all security officers we employ are familiar with proper policies and procedures. This training course also ensures that our security officers meet our standards.

B) **Site Supervisor:** The specific tasks for the Site Supervisor will be determined at a later date and contingent upon the specific facility, location, or assignment needs. The required tasks shall be approved by the City. The general tasks for the Site Supervisor shall include all the tasks listed for the Security Officer position along with the provision of oversight and guidance to subordinate Security Officers.

FPI Site Supervisors are tasked with being a liaison between security officers and FPI management. This system allows for a good flow of communication between our staff. As stated previously, communication is one of the processes that provides efficient operations. Communication includes completing incident reports and daily activity reports, debriefing your relief, notifying Pembroke Pines Police of all incidents.

C) **Selected Proposer's Project Manager (SPPM):** FPI Security Services will provide a Project Manager to the City of Pembroke Pines. The Project Manager will meet all the qualifications required by the City. The Project Manager will be responsible for meeting with City personnel regularly to adjust resources as needed. He/She will be responsible for ensuring all officers assigned to the City are in full uniform and meet the standards necessary. This person will be available at all times via phone or email and can respond to any situation that arises throughout the length of the contract.

1.6.2 Reporting Requirements and Procedures

FPI Security Services understands the importance of accurate and thorough documentation. For this reason, we have implemented an electronic reporting system that can be accessed from a laptop or mobile device in the field. The reporting system



SECURITY SERVICES

outlines all the required information and allows the officer to attach pictures. This report is then forwarded to the appropriate City personnel for review.

All officers assigned to the City will be responsible for completing a daily activity report throughout their shifts. This report will document activity as it occurs and provide an outline of the officer's shift. The officers will also complete incident reports after unusual events or criminal acts occur. These reports will all be completed on our electronic reporting system. The reports will be forwarded to the appropriate City personnel once completed and will be readily available at all times.

1.6.3 Post Order

FPI Security understands the importance of communication in providing high levels of service. If awarded the contract, our first course of action would be to meet with the facility supervisors and the Pembroke Pines Police Department. After meeting with City administrators, we will begin to develop a comprehensive post orders. A draft will be provided to the City for feedback and approval.

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Academic Village



Schedule

Monday- Friday 7:00pm-7:00am
 Saturday and Sunday 24 Hours
 108 Hours Weekly

Service

(1) Unarmed Security Officer

FPI Security Services will provide one security officer at the times listed above. The academic village is home to several educational institutions. These institutions will be inhabited by students. Our officer will be responsible for providing security in the non-business hours. During this time, our officer will conduct golf cart and foot patrols of the property. FPI will install checkpoints throughout the facility to ensure proper coverage of the facility.

We understand that the City currently provides a golf cart for this facility. It is our recommendation that the golf cart utilized at this facility be equipped with lights that provide high visibility. This will provide a high level of deterrence and maximize the effectiveness of the security officer.

After meeting with City personnel, duties at this location will be included in the comprehensive post orders.



SECURITY SERVICES

Storage Lot



Schedule

Monday-Sunday 7:00pm-7:00am
84 Hours Weekly

Service

(1) Unarmed Security Officer

FPI Security Services will provide one unarmed security officer at the Storage Lot located on Pembroke Rd. and 108th Avenue during the hours listed above. The security officer assigned to this location will be responsible for conducting foot patrols of the storage lot(s). During these foot patrols, they will provide visibility and inspect City property to ensure it has not been tampered with or missing.

Due to the size of the property, it is our recommendation that this officer be equipped with a lighted golf cart. The lighted golf cart will provide high visibility and mobility. According to our review of the property on Google Earth, the property appears to be almost half a mile in length. This could create coverage concerns without the assistance of a lighted golf cart.



SECURITY SERVICES

Pines Place



Schedule

24 Hours per Day
7 Days per Week
168 Hours Weekly

Service

(1) Unarmed Security Officer

FPI Security Services will provide (1) unarmed security officer at the Pines Place Apartments for the schedule listed above. Since there appears to be a guardhouse, the officer will be posted there. The guard will verify all visitors and request identification. This property is also in close proximity to the Howard C. Forman Human Services Campus. It is important that both officers maintain communication via radio always. In the event of a dispute at the gate, the officer from the Howard Human Services Campus could respond at a moment's notice to assist.

FPI Security Services has extensive experience providing guardhouse services to communities with a high volume of vehicles. Our experience has allowed us to develop strong policies and procedures at guardhouses. Customer service is the #1 thing we emphasize when training an officer for a guardhouse. A confident, pleasant, and professional officer will be more likely respected and cooperated with.



SECURITY SERVICES

Howard C. Forman Human Services Campus



Schedule

Monday-Sunday 7:00pm-7:00am
84 Hours Weekly

Service

- (1) Unarmed Security Officer
- (1) Lighted/Marked Golf Cart

FPI Security Services will provide an unarmed security officer at the Human Services Campus along with a marked/lighted golf cart. The offer will be responsible for patrolling the property on the golf cart and maintaining high visibility. The officer will respond to incidents and contact Pembroke Pines Police Department as necessary. We will provide checkpoints throughout the property to ensure proper coverage.

Officer will maintain communication with the officer at Pines Place. In the event of a dispute, officer could respond and assist in a timely fashion. Both officers can communicate suspicious activity back and forth to ensure maximum awareness.

Officers assigned to this location will be certified in CPR/AED due to the health institutions located on the property.

Broward Correctional Institution



Schedule

Monday-Sunday 7:00pm-7:00am (Security Officer)
 Monday-Sunday 24 Hours (Patrol Vehicle)

Service

(1) Armed Security Officer
 (1) Marked/Lighted Patrol Vehicle

FPI Security Services understands that this property may be sold prior to contract start date per the Q & A. In the event that the property is not sold and services would be required, FPI is fully capable of providing the required services. FPI has provided Armed Security Officers at City of Fort Lauderdale Water Treatment Facilities and is experienced in serving a municipality in this role.

Armed Security Services require significant training prior to assignment. Our officers are placed through a qualifying course in addition to the required training of the State of Florida. FPI's course ensures that our officer's meet our high standards of service. Use of force and crisis intervention will be key subjects covered in the training.

The officer would patrol the property with overhead lights on for maximum visibility. Any suspicious activity will be reported to Pembroke Pines Police Department. The officer will be equipped with a radio to communicate with FPI dispatch at all times. This property would provide checkpoints throughout the property to ensure proper coverage.

Proactive Management Plan

- i. FPI Security Services firmly believes that training is an essential part of providing high levels of service. Our training programs, discussed herein, will touch on subjects covered in every security officer's pre-licensure training. Our training will ensure that officers not only meet the State of Florida's standards, but also ours. FPI and our management team have extensive experience in providing similar services to other municipalities.
- ii. Customer service is an important factor in providing high levels of service. Customer service not only to the people utilizing City facilities, but also customer service to the City. Regular meetings with City personnel will ensure that FPI is meeting all the requirements at all times. Any issues that may arise throughout the contract will be corrected immediately. Our goal is to provide the City with services that exceed their expectations.
- iii. Our officers will be training in the use of force laws. Crisis intervention will be a key lesson during this training. It is important our officers attempt verbal cues in an effort to deescalate any situation. In the event this is unable to be successful, appropriate use of force procedures will be shown.
- iv. Our electronic reporting system has modules that allow us to run reports with information about incident report types, frequency, times, and locations. This kind of information will be shared with the City in an effort to better allocate City resources.





SECURITY SERVICES

Emergency Preparedness Plan, e.g. Hurricane, Civil Unrest or Disorder

Post: All, Including Dispatch Center and Administrative Offices

Approved By: Alexander Perez, President, & CEO

Purpose:

The Emergency Preparedness Plan's purpose is to establish protective measures and preparations for FPI's Security Officers, post staff and visitors, and the facilities before, during, and after a hurricane, or any emergency needing emergency actions.

Definition:

Hurricane season is in effect from June 1 through November 1st. During this period of time, the following conditions of readiness will be implemented to ensure maximum preparedness.

ALERT CONDITIONS AND ACTIONS

Phase I:

FPI Administration and Operations will prepare staffing plans. Employees required to be on duty during the hurricane, will receive shelter accommodations if needed. Post Schedules will be adjusted accordingly to try and accommodate all personnel. Contract Coordinators will contact individual contracts and request which properties will require security coverage before, during and after any storms. Initial provisions will be made for food, water and shelter for on duty Dispatchers and Supervisors. Personnel Dept. employees will create a contact list of employees willing and able to work before, during and after a storm.

Site Supervisors, Road Patrol Supervisors, Operations and Administration Directors will be kept informed of the situation by the Dispatch Center.

Phase II:

A tropical storm or hurricane is fully developed and is predicted to impact the South Florida area within 72 hours.

FPI Contract Coordinators and Directors prepare staffing plans. Plans should include the creation of a team of employees that will be at the requested posts and the Dispatch Center before/during (Team A) and after (Team B). Team A should consist of enough



SECURITY SERVICES

numbers that will allow one sub-team to work and one sub-team to rest. Team A members should expect to be at their assigned post for at least 48 hours.

Operations Directors are expected to participate in accordance with Hurricane team schedule.

When a Hurricane Watch has been called, hurricane conditions are possible within 36 hours. All departments should complete the procurement of their necessary supplies as well as resolve any problems that will interfere with the hurricane plan. The Operations Director will coordinate a meeting with all Department Directors and Staff to make the final preparations for hurricane/tropical storm. A list of important contact phone numbers will be available at the Dispatch Center

Phase III:

A Hurricane Warning is issued when hurricane conditions are within 24 hours. **Hurricane Post kits, see attachment in page for a list of items, will be distributed by Road Patrol Supervisors.** FPI personnel should secure their Post and the Dispatch Center: request any needed supplies, check emergency equipment, print employee contact lists and print the Security Officer schedule every hour, and work together as a team to coordinate transfers and discharges.

At least one Director or his Designee will be at the Dispatch Center

EMPLOYEE RESPONSIBILITIES AND INFORMATION:

- RESPONSIBILITIES

Employees at the Dispatch Center or at their assigned Post will report in as usual, via the computerized employee attendance system. In the event that this system fails, Security Officers on post should call the Dispatch Center at 1-800-374-4316 or 305-827-4300 to report their clock in / clock out times and their hourly check in.

Employees who are unable to be at their assigned Post during the storm are to call the Dispatch Center as soon as the hurricane is deemed over by the Broward Emergency Management Center or Miami-Dade Emergency Operations Center, whichever is appropriate. With the call, the employee is to let the Dispatcher know if he/she is available for duty. If the telephone system is down, the employee should report to the Dispatch Center to determine if his/her services are needed. In the likelihood of the disruption of telephone services, employees are expected to listen to radio or television announcements by civil authorities (e.g., County Manager or Emergency Management representatives) advising of post hurricane emergency needs, cautions, and requests for assistance as well as clearance to report back to work.

If an employee is scheduled to work and arrived at their assigned post before the beginning hour of their shift, the employee must report to their respective Supervisor. When an employee has completed their shift, they are to report back to their Supervisor. If there are no further assignments, they should remain there until reassigned.



SECURITY SERVICES

- INFORMATION

Employees who are required to work before, during and/or after a hurricane should be advised of the following:

1. Plan to arrive at their assigned Post before high winds pose a risk.
2. Dress in the Uniform of the Day for their assigned post. Security Officer's working over 12 hours, may wear a Security t-shirt as assigned by their Supervisor.
3. Employee's should bring all necessary toiletry and clean uniform items with them for 48 hours.
4. Employees should bring water and food with them. Supplies will be provided by FPI, but arrival of supplies will be dictated by wind speed and road conditions.
5. Employees, who are required to work, must report to their respective Supervisor.

- COMMUNICATION

Contract Coordinators and Supervisors will be responsible for communicating individual Post's needs to the Dispatch Center. The same communications protocols that are followed on a daily basis will also be followed during disaster.

PROVISION, STORAGE AND UTILIZATION OF KEY SERVICES DURING HURRICANE

ADDITIONAL SUPPLIES:

FPI will attempt to provide food and water to available posts. Employees should strive to be self-sufficient, and request any additional supplies before the storm arrives. Supply requests should be made with the Dispatch Center and relayed to the Road Supervisors, via telephone, through e-mail, or text message.

Dispatch Center Safety & Safety/Emergency Power



SECURITY SERVICES

All interior locations are secure for hurricane preparedness.

- Grounds / Roof Areas: Once Hurricane Watch has been established, Operations Department will be responsible for policing all grounds and roof. Landscaping contractor will be called to trim trees. All dumpsters will be emptied by contractors.

- Generators: At Hurricane Watch, generators will be tested; the Dispatch Center is equipped with back-up emergency generated power. There is one generator that services the Dispatch Center and Administrative Offices. Alternate emergency power sources are available via contractor. Operations Department will assure that three (3) feet of sand bags protect generators for the Dispatch Center

- Gasoline: The Dispatch Center has gas tank capacity for generators of 500 gallons. This assures sufficient fuel for five (5) days. Operations will assure that all tanks are filled when a Hurricane Watch has been posted.

Hurricane Post Supply Kits

Typical Post Kit:

- 3 Flash Lights D-Size Batteries(Hand Held)
- Spare D-Batteries
- 4 Spare Bulbs
- 10 Rolls 2" masking tape
- 4 Rolls of duct tape
- Fluorescent light sticks
- 1 Box of 30 Gallon Contractor Trash Bags
- First Aid Kit

FPI SECURITY SERVICES

POLICY AND PROCEDURES

**SUBJECT: Emergency Preparedness Plan, e.g. Hurricane, Civil Unrest or Disorder
(Security Personnel Responsibilities)**

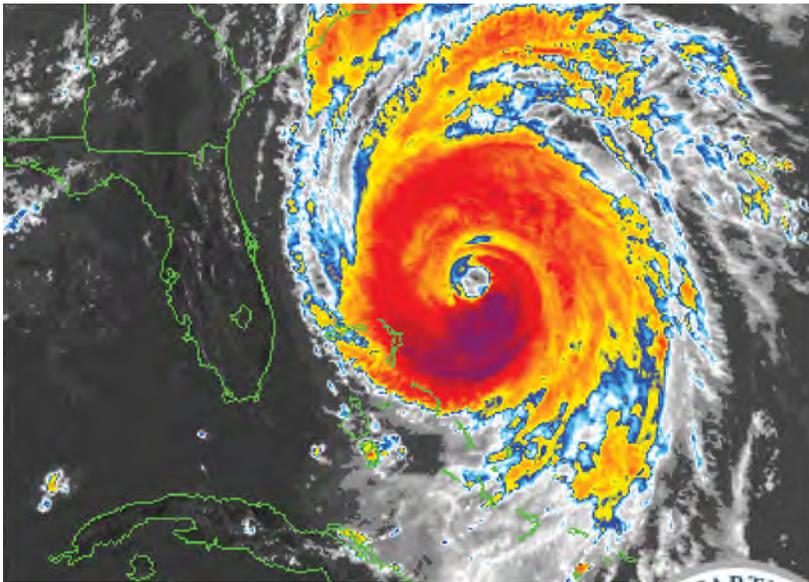
Post: All, Including Dispatch Center and Administrative Offices

Approved By: Alexander Perez, President, & CEO

Purpose: To provide plans of action in the event of a weapons of mass destruction incident and or any localized incident.

In the event of weapons of mass destruction incident and or any localized incident occurring within the immediate area of the Dispatch Center or Contracted Property, Security personnel and Local Police Officers present will respond to a designated command post where the situation will be assessed. If any further assistance is needed from Police and Fire departments, that will be requested by the Police Officer(s) if a partial or full evacuation of any Contracted Property is needed, the Security department and the extra duty Police Officer will take direction from the Administration in charge/ Incident Commander.

In the event of a weapon of mass destruction incident or any other catastrophic incident, the Fire / Police Departments will instruct Security personnel as to their duties.



FEMA

Communication and Dispatch Center



FPI Security Services has a 24-hour dispatch center as well as a 24-monitoring station. This station is backed up by generators for continuity of services throughout a disaster.

- Will be located in Pembroke Pines
- Manned 24-hours a day 7 days a week
- Camera monitoring station
- Equipped with generators





SECURITY SERVICES

Quality Assurance Plan

FPI Security has three core values that it uses in its business model that are essential to our success.

Family

Pride

Innovation

Family

At FPI, family is everything. We treat our employees and our clients like family. From the newest security officer to the top executive, everyone is considered family. Our employees work better when they are treated with respect and taken care of. We provide incentives for employees to serve you better. Gift cards, bonuses, and referral incentives are some of the programs we use to make our employees feel appreciated. Happy employee=Happy client. We have a turnover rate significantly lower than other competitors. We feel this is because of our culture of family is everything.

Pride

We take pride in all that we do. This sounds cliché, but it's a value that was instilled in the company since its founding in 1981. Andres Perez, our founder, decided to create a security agency that stood above the rest. He saw a need that could be filled. FPI Security Services was founded to provide high levels of service at an affordable price. Our customers receive the highest standards of service without paying the premiums charged by national and global companies. Our ownership invests money in our equipment on a regular basis to ensure we look sharp. We take pride in having a prestigious fleet of vehicles equipped with the latest in technology. Our supervisors are tasked with inspecting our officers in the field to insure they meet high standards of appearance.

Innovation

Our company is constantly investing in the newest technology in the security industry. We attend global conferences to keep up to date with the necessary upgrades. For example, we have body worn cameras, mobile dvr's with cameras on our vehicles, mobile trailers with cameras, GPS tracking of our officers, electronic time and attendance, electronic reporting systems, and much more! Providing the best technology has to offer ensures that our clients are receiving the best services in the industry at all times.



SECURITY SERVICES

Our quality control plan is built around those three values.

Are we treating our clients like family?

Are we providing services we are proud of?

Is our client receiving the best technology has to offer?

These are questions we ask ourselves when reviewing the services being provided to our clients. Our supervisory team is essential in providing feedback on a regular basis from different areas of the company. This is how we discover areas that need improvement.

Appearance

One of the areas we find important in our quality control plan is appearance. In security, appearance is the first impression any person gets when looking at a security officer. A security officer that is well groomed and well dressed with his/her uniform pressed, will earn respect from citizens without even opening their mouth. This is imperative in providing services that we are proud of. Our supervisors are tasked with checking each and every post throughout the day to ensure that our officers are meeting the high standards of appearance set by FPI.

Recurring Training

At FPI, we understand the importance of training. Training is important even after the officer has been working at a post for years. Recurring training ensures that the officer is up to date with recent information. Recurring training is a great way of correcting issues that have arisen from previous incidents.

Communication

Communication is another important feature of our quality control plan. Our project manager will maintain constant communication with City personnel to receive feedback of our services and personnel. If at any time any officer needs to be replaced, it will be done immediately. An FPI Supervisor will relieve the officer until a suitable replacement arrives. We take communication serious. That includes communication with our officers in the field. Our officers have valuable information from the field that only they can gather. Having regular discussions with them regarding the services and what can improve allows us to gather important information that can then be shared with the City.



Technology

FPI Security has been serving the community since 1981. With over 30 years of experience, we understand the importance of keeping up with technology. In the last decade, the security industry has seen a substantial increase in technology. FPI Security has made technology a priority to better serve our clients. We participate in seminars across the country to ensure that we are providing the latest that technology has to offer in security. We take pride in having systems throughout our company that allow us to provide state-of-the-art services to our clients.

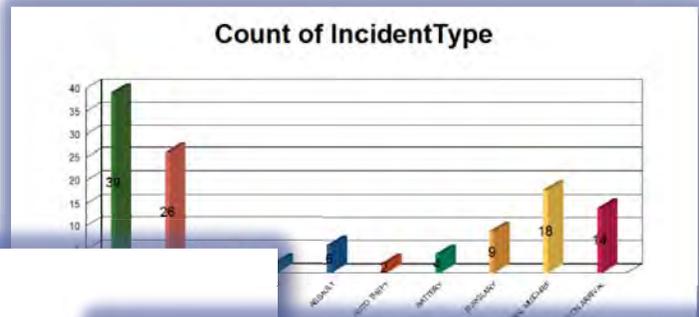
What technology do we provide our clients? We have an electronic reporting system used by over 300 police departments and security agencies across the world. We have an electronic time and attendance system that makes scheduling almost 300 employees a quick and simple process. This system alerts our 24-hour dispatch in the event an employee fails to show for work. Our vehicles are equipped with cameras and a mobile DVR that allows us to monitor our vehicles 24 hours a day.



FPI Security Services is always looking for ways to better serve our clients. We work closely with several technology companies in an effort to bring our clients the latest in security technology.



SECURITY SERVICES



External Agency # 1

Officer/External Report Number	External Agency
1182-8229	CITY OF PEMBROKE PINE FL

External Agency # 2

Officer/External Report Number	External Agency
82112811 2:45 PM	82112811 2:45 PM

Incident

During routine patrol I noticed vehicle #1, driven by Maria Gonzalez, backing out of the driveway slowly allowed me to pass and then proceeded to reverse into the street. It was at this time that vehicle #2, a repairs vehicle #1. I immediately stopped, exited my patrol vehicle, and asked if there are any injuries. There are no injuries and none to the occupants. Maria contacted Miramar PD which arrived shortly thereafter. Both vehicles sustained significant damage. Pictures taken and submitted in case file.

Prepared By: J. GARCIA/2016

Signature: [Signature]

Daily Event

FPI Security

Report Range: 7/29/2016 to 7/31/2016

RIOS, FERNANT
CORAL GASLES

SHIFT: 7/29/2016 08:00 PM - 7/31/2016 09:00 AM

Notes:
Command use of patrol vehicle #404 from previous shift. Fuel: over 1/2 tank.
Parked and secured patrol vehicle #404, at disposal area of parking garage G1, with two officers in patrol vehicle's rear view. "Secured radio, stopped radio" and ran keys in office. Fuel: 1/2.
Starting Miles: 24452 Ending Miles: 24467

Event Time	Event	Location
7/29/2016 08:00 PM	INFORMATION	CORAL GASLES - PARKING ROVER - GARAGE 1
7/29/2016 08:00 PM	INFORMATION	CORAL GASLES - PARKING ROVER - GARAGE 1
7/29/2016 08:01 PM	REPORT WRITING (ACTIVITY REPORT)	CORAL GASLES - PARKING ROVER - GARAGE 1
7/29/2016 08:15 PM	REPORT WRITING (ACTIVITY REPORT)	CORAL GASLES - PARKING ROVER - GARAGE 1
7/29/2016 08:16 PM	AREA PATROL	CORAL GASLES - PARKING ROVER - GARAGE 1
7/29/2016 08:37 PM	AREA PATROL WITH DESSY	CORAL GASLES - PARKING ROVER - GARAGE 1
7/29/2016 08:41 PM	AREA PATROL	CORAL GASLES - PARKING ROVER - GARAGE 6
7/29/2016 09:01 PM	AREA PATROL WITH DESSY	CORAL GASLES - PARKING ROVER - GARAGE 6
7/29/2016 09:04 PM	AREA PATROL	CORAL GASLES - PARKING ROVER - GARAGE 2
7/29/2016 09:29 PM	AREA PATROL	CORAL GASLES - PARKING ROVER - GARAGE 2

Page 1 of 5 Report generated by: ©2010 Competitive Edge Software, Inc.

REPORT EXEC

FPI Security

Report	Report Type	Report Date	Report Time	Report Location	Report Status
REPORT WRITING (ACTIVITY REPORT)	ACTIVITY REPORT	7/29/2016	8:00 PM	CORAL GASLES - PARKING ROVER - GARAGE 1	COMPLETED
REPORT WRITING (ACTIVITY REPORT)	ACTIVITY REPORT	7/29/2016	8:15 PM	CORAL GASLES - PARKING ROVER - GARAGE 1	COMPLETED
REPORT WRITING (ACTIVITY REPORT)	ACTIVITY REPORT	7/29/2016	8:37 PM	CORAL GASLES - PARKING ROVER - GARAGE 1	COMPLETED
REPORT WRITING (ACTIVITY REPORT)	ACTIVITY REPORT	7/29/2016	8:41 PM	CORAL GASLES - PARKING ROVER - GARAGE 6	COMPLETED
REPORT WRITING (ACTIVITY REPORT)	ACTIVITY REPORT	7/29/2016	9:01 PM	CORAL GASLES - PARKING ROVER - GARAGE 6	COMPLETED
REPORT WRITING (ACTIVITY REPORT)	ACTIVITY REPORT	7/29/2016	9:04 PM	CORAL GASLES - PARKING ROVER - GARAGE 2	COMPLETED
REPORT WRITING (ACTIVITY REPORT)	ACTIVITY REPORT	7/29/2016	9:29 PM	CORAL GASLES - PARKING ROVER - GARAGE 2	COMPLETED

REPORT WRITING (ACTIVITY REPORT)

Report # 1 (08/04/2016)

Report Location: CORAL GASLES - PARKING ROVER - GARAGE 1

Report Time: 7/29/2016 8:00 PM

Report Status: COMPLETED

Officer: RIOS, FERNANT

Vehicle # 1 (08/04/2016)

Plate Number	Vehicle Make	Vehicle Model
TOZE47	HONDA	4 DOOR VEHICLE

Vehicle Color: BLUE STARD UNCPRTAIN

FPI Security Services uses a fully electronic reporting system that allows officers to document incidents more efficiently. More efficient reporting means that the officer will be patrolling more often and maintain high visibility. Our reporting system allows officers to document their daily activity reports, incident reports, BOLOs, lost item reports, found item reports, and much more. Important information can be uploaded into the system and shared with all officers simultaneously.

The reports are electronically submitted via email to the appropriate personnel. This eliminates the need to keep files and more files of incident reports. The entire process is paperless and therefore, environmentally conscious.

FPI SECURITY SERVICES

Our electronic workforce management system allows us to schedule and manage almost 300 employees from anywhere in the world. The system is designed specifically for the needs of a security agency.

When an officer is unable to report for duty, the system makes it easy to find a qualified replacement in a hurry. This allows us to provide continuity of service to our clients at all times. Our software maintains the employee's personnel file and alerts us to possible expirations of required licenses. This feature ensures that all officers in the field are in compliance with all applicable laws and regulations.

eTime Xpress by Celayix
Industry Standard in Workforce Management

View | Shift | Filter Detail | Customer | Site | Employee

From: 08/01/2016 Mon To: 08/07/2016 Sun

Customer: * All Site: * All Employee: * All

Service: * All Shift Type: All Shifts

Scheduling Manager for FPI Security Services

Site	Site	Emp	Employee	Srv	Mon 1	Tue 2	Wed 3	Thu 4	Fri 5	Sat 6	Sun 7
4269 Monsignor Edward Pace											
1	PACE GATEHO...	11	Cordero, Canid	SG	05:30-15:00 CorderoC	05:30-15:00 CorderoC	05:30-15:00 CorderoC	05:30-15:00 CorderoC	05:30-15:00 CorderoC		
1	PACE GATEHO...	221	Aquino, Mirtha	SG	14:00-23:00 AquinoM	14:00-23:00 AquinoM	14:00-23:00 AquinoM	14:00-23:00 AquinoM	14:00-23:00 AquinoM		
1	PACE GATEHO...	819	Diaz, Dayana	SG						12:00-23:00 DiazD	
1	PACE GATEHO...	951	Garcia, Francisco	SG						06:00-12:00 GarciaF	
4269 Monsignor Edward Pace											
2	PACE PATROL	0	OPEN	SG				07:00-14:00 OPEN	07:00-14:00 OPEN		
2	PACE PATROL	1154	Marrero, Oscar	SG						06:00-12:00 MarreroO	
2	PACE PATROL	1158	Suarez, Manuel	SG						12:00-23:00 SuarezM	
2	PACE PATROL	1305	Amador, Jose	SG	14:00-23:00 AmadorJ	14:00-23:00 AmadorJ	14:00-23:00 AmadorJ	14:00-23:00 AmadorJ	14:00-23:00 AmadorJ		
4231 Ateco											
3	Ateco	65	Perez, Carlos	SG	22:00-06:00 PerezC	22:00-06:00 PerezC	22:00-06:00 PerezC	22:00-06:00 PerezC	22:00-06:00 PerezC		
3	Ateco	716	Aquino, Israel	SG	06:00-14:00 AquinoI	06:00-14:00 AquinoI	06:00-14:00 AquinoI	06:00-14:00 AquinoI	06:00-14:00 AquinoI		
3	Ateco	793	Valido, Alberto	SG	14:00-22:00 ValidoA	14:00-22:00 ValidoA	14:00-22:00 ValidoA	14:00-22:00 ValidoA	14:00-22:00 ValidoA		
3	Ateco	959	Bispo, Nildo	SG						18:00-06:00 BispoN	18:00-06:00 BispoN
3	Ateco	1585	Ramos, Luis	SG						06:00-18:00 RamosL	06:00-18:00 RamosL

Employee Profile: Dominguez, Oreste

Name	ID	Status
Di Porto, Joshua	1537	A
Diaz, Antuan	1370	A
Diaz, Carlos	797	A
Diaz, Dayana	819	A
Diaz, Juan Jose	1051	A
Diaz, Luis	1291	A
Diaz, Ramon	1152	A
Diejuste, Anson	1566	A
Dominguez, Eduardo	1224	A
Dominguez, Oreste	1413	A
Donate, Amy	1278	A



SECURITY SERVICES

HIKVISION
iVMS-4200



HIKVISION
iVMS-4500



FPI Security has partnered with Hikvision to provide state-of-the-art video surveillance systems. We chose Hikvision because of their high quality. The technology and equipment we provide is currently used in London's massive video surveillance system. From design to installation, FPI can provide you a comprehensive security solution to meet today's ever-increasing security demands.



Personnel

FPI Security Services understands the importance of maintaining strict hiring standards. We take pride in having one of the strictest hiring standards in the industry. Having high hiring standards is our way of mitigating poor service to our clients. All our employees are screened at the State and Federal level for criminal history. Every employee must submit to a 7-panel drug screening pre-employment and randomly throughout their employment, per our Drug Free Workplace Policy. We also perform a State of Florida license verification pre-employment to confirm license status. All records will be made available to the City of Pembroke Pines.



FPI Security Services understands the qualifications required for the personnel assigned to the City of Pembroke Pines. The required qualifications are minimum standards that our company already requests from our employees. Our hiring standards meet or exceed all the required qualifications. Our employees are screened for criminal history and drugs pre-employment. They must also pass a written communication screening that requires the employee to write several reports prompted by various scenarios. This will ensure that employees can communicate the required information via an incident report.

We maintain a pool of candidates by using multiple recruiting sources. We place ads in all the leading job recruiting sites such as Monster, CareerBuilder, Indeed, and many more! Applicants can easily apply via our website. This allows us up to receive a high volume of candidates which is necessary to screen and find the right candidate.



Training Program



Personnel Training

FPI has developed several training programs that enable the company to begin client contracts with personnel that are knowledgeable and up to date with all State and Federal Laws, community posts orders and specific site training procedures.

FPI values the importance of your business and recognizes the reward of continuing education. Our principals are “An Educated Associate=Good Performance=Long Term Relationship”. The following is a training program to be implemented at your site prior to and during our term as your security provider.

Initial Training

This training will take place at our State Certified Training Facility and will encompass most of the material included in this section. The officer will receive computer training and will be tested on their ability to handle stressful situations and handle public relations situations as needed.

Training Program

The overall training of each officer includes a new hire training class, on-site training and post retraining every three to four months. The following is an outline of the programs.

Basic Training (New Hire Training)

Each contract employee including supervisors, are required to pass a written test on all subjects in class in accordance with this contract. Each employee, should he/she fail the written test on the initial attempt, will be given one additional opportunity to retake the written examination within a single ninety-day period. Each officer will receive numerous hours of initial instruction that will include the following:



SECURITY SERVICES

I. Roles and Functions of Security Personnel (2 HOURS)
<ul style="list-style-type: none">• Protection of Person and Property• Role of Security Personnel• Public Relations• Human/Interpersonal Relations
II. Report Writing (2 HOURS)
<ul style="list-style-type: none">• Report Elements 6 interrogatives (Who, What, When, Where, How, Why)• Requirement for legibility and literacy (clear, neat, complete, brief, accurate, prompt)• Significance and Use of Reports• Observation Techniques• Field Note-Taking Pre-Requisite to Good reporting• Procedure (outline, draft & final product)• Importance of Proofreading• Sample Report Common to the Security Industry• Grammar Guidance• Punctuation and Capitalization
III. Ethics and Professional Conduct (1HOUR)
<ul style="list-style-type: none">• Describe what professional conduct is for a security officer• Code of conduct or code of ethics (defined)• Uniform and personal Grooming• Effective Assertiveness• Discipline• Readiness: Shift work and sleep adjustment• Alertness• Honesty• Developing rapport with management, employees and guest
IV. Legal Issues / Civil Liability (2 HOURS)
<ul style="list-style-type: none">• Felonies - misdemeanors (types, punishment & identification)• Arrest - Detention• Search - Seizure• Use of Force• Interviews• Testify - Courts, Depositions, State Attorney Hearings• Florida Criminal Laws relative to common crimes, such as theft, assault, battery, robbery and burglary• Limitations of Arrest Authority (citizen arrest and retail theft)• Legal use of Force and Chapter 776, Florida Statutes• Response to Crimes in Progress• Guidelines for when client requests a search



SECURITY SERVICES

V. *Patrol Techniques: Foot/Vehicle Patrol (2 HOURS)*

- *Radio Communications*
- *Gate House, Sign-in, Entry Systems*
- *Clocks & Key Rounds*
- *Alarm Response*
- *Control Room - Console Monitoring & Response*
- *Traffic Control*
- *Vehicle and Suspect Approach*
- *Night Vision, Shadowing and Light Adjustment*
- *Define Patrolling*
- *Purpose for Patrol*
- *Types of Patrol*
- *Identify Required Equipment for a Security Officer*
- *Mobile Patrol and Vehicle Safety (Defensive Driving Techniques)*
- *Preventative Patrols and Fire Watches*
- *Fixed Post Duties and Vehicle Control*

VI. *Emergency Procedures (2 HOURS)*

- *Weapons of Mass Destruction*
- *Fire and Bomb threats and evacuation - Law Enforcement Response*
- *Weather Alerts (Hurricane, Flood, Tornadoes)*
- *Nuclear Power Plant Alerts*
- *Special Response: Gangs, Mentally Ill, Juveniles , Alcohol & Drug Abuse*
- *Riot Preparation*
- *Natural Disaster Preparation and Responses*
- *Major Electrical Failure*

VII. *Basic Emergency First Aid (3 HOURS)*

Provide the student with the basics of first aid techniques so that they will be able to service a victims needs until professional assistance arrives.

Basic first aid instructions on various injuries, wounds and shock: emergency response requirements

Provide information about the Florida Good Samaritan Act

Orientation to blood borne pathogens

CPR/ AED

VIII. *Use Of Communications Equipment (2 HOURS)*

- Telephone
- Two-Way Radio Use and Procedures
- Cellular Communications
- Routine and Emergency Procedures
- Telephone Etiquette

On Site Training

Facility Training (40 HOURS)

In addition to the above training each employee, whether an officer or supervisor will be trained in the areas below. Each employee must be familiar with all requirements of a specific facility before being assigned to it. Designated employees of client may ask FPI employees questions about these areas. FPI will provide this training at the facility in coordination with the client, prior to the employee performing their duty.

- I. General information and special orders for the facilities to be protected under this contract (8 Hours).
- II. Operational procedures for systems on the protected premises (8 hours).
- III. Additional support and supervision (24 hours)

Post Re-Training (4 HOURS)

Re-training of officers is provided on an “as needed” basis, usually every three to four months.

- I. Similar to the fore-going with emphasis on new or special circumstances that might have arisen (2 hours).
- II. Obtain feedback from officers as to their perception of the post (2 hours).



Why is this proposal most beneficial to the City?

FPI Security Services has been a leader in providing security services to the South Florida community since 1981. We are currently moving our entire operations to the City of Pembroke Pines. We currently have significant resources invested in the City of Pembroke Pines. Serving large clients such as Century Village and SilverLakes, located within the City of Pembroke Pines, has allowed us to develop relationships with the Pembroke Pines Police Department. We are well informed on the issues and concerns of the City.

If awarded this contract, we will continue to serve the City of Pembroke Pines community with pride and integrity.





SECURITY OFFICERS

FPI provides uniformed and plain clothed armed and unarmed security officers for access control, theft prevention, surveillance, intrusion prevention, vehicular foot patrol and other non-uniformed service as requested in this proposal on a 24 hour basis, 365 days a year. FPI also provides specialized services including concierge, guard house, doorman security services, personal security checks, traffic and parking control, plant security, protection against fire, theft, sabotage and safety hazards. Others clients include retail establishments, hospitals and governmental agencies. Also provided are corporate investigative services, security analysis, security surveys, background investigation and personal security services for high profile executives and celebrities.

Our requirements for security service representatives surpass the expectations of all requests.

Qualified personnel must meet the following:

Level 1

- Minimum of one year experience as a Security Officer
- 3 months of telephone customer service experience
- US Citizenship or Alien Form 1-9
- Fluency in English & Spanish verbal and written skills and able to complete mathematical problems
- Ability to maintain composure and professionalism at all times
- Detail oriented, ability to efficiently review data to verify accuracy
- Ability to work independently



SECURITY SERVICES

FPI personnel receive training both in the classroom and on the job to assure that all personnel have the knowledge and ability to perform the work required. FPI provides all personnel with customized training specifically for all position. FPI uses the most recent Florida State Approved training curriculum for security guards and certifies all FPI personnel.

Level 2

This is the intermediate level of a security officer and represents the fastest growing part of our business with 40% of all officers in this program. To be eligible an officer must have fulfilled at least one of the following:

- Two or more years of military service
- College Degree in Law Enforcement
- Two years of security experience
- Two or more years of college
- CPR, AED and First Aid certified
- Fire Watch and Crowd Management trained

SERVICES

FRONT DESK:

Management of residential and commercial premises, to ensure the efficient and smooth entry for your residents, tenants and clients; with constant patrol to prevent and detect signs of intrusion and ensure the security of all points of entry to the facility.

Security control entrance to monitor the entry and departure of employees, outside workers and non affiliated personnel that may pose an additional risk to the association's interest.

Provide a control center for telephone communications to take messages, answer questions and or provide information as needed at any time during business and non business hours.

SITE PATROL:

Protection of your commercial and residential site around the clock or as requested. Security circulation amongst visitors, patrons, and employees to preserve order and provide required protection of the premises to include: appropriate warnings when warranted, and the eviction of violators from the premises when required in a safe and professional manner.

Site officers are tasked with inspection of security systems, equipment and machinery for proper functionality and to detect any evidence of tampering. If any faults are detected officers will activate proper protocols to immediately address the condition and provide the appropriate response, maintaining an equivalent level of security until the issues is resolved.

A Deggy system will be implemented thru-out the facility to insure maximum patrol coverage and adequate accountability.



SECURITY SERVICES

All Parking areas will be monitored and patrolled for the appropriate corresponding vehicles and to ensure proper parking rules are followed. Security Officers will respond to all alarms and investigate any disturbance initiating FPI Protocols for reporting and response. All officers are tasked with answering questions in the assistance of our clients and provide information as needed as well as write reports of activities and irregularities such as:

- Any equipment and property damage
- Theft
- Unauthorized persons
- Unusual occurrences
- Incidents

EMERGENCY SITUATIONS:

Our dispatch staff and security officers are equipped to handle emergency situations 24 hours a day, 7 days a week. All security officers are radio equipped and in constant communication with our dispatch center at all times. All officers are trained in emergency notification for Police and Fire response, should an incident occur at the facility. FPI officers will assist Police and Fire Unit in case of emergencies.

PATROL VEHICLES:

Effective coverage of the site can be achieved using various patrolling methods including foot patrol, bike patrol, golf carts and patrol vehicles.

PRIVATE INVESTIGATION:

Professional and discreet private investigation and surveillance services performed by licensed and trained personnel will be available should this service be needed.

SUPERVISION

FPI will make candid visits by our Patrol Supervisors who inspect each site at least once per shift. All Patrol Supervisors will also be available to assist with any issues that may arise during a shift. Our Supervisors are experienced in providing additional training to officers encountering difficulties in any area of duty. This service is performed at no additional cost to the Association



SECURITY SERVICES

EMPLOYEE SCREENING:

FPI can help the Association conduct a thorough personnel screening.

Some of our services include:

Polygraph Exams

Background Checks

Credit Reports

Workman's Compensation Checks

DRUG FREE WORK PLACE

FPI is committed to creating and maintaining a drug-free workplace. Our policy now formally states that substance abuse will not be tolerated.

Employees who are found to be under the influence of illegal drugs or alcohol or who violate this policy in other ways are subject to disciplinary action including termination. Because of the serious nature of these violations, each individual case will be thoroughly investigated to determine the appropriate course of action. Included in this policy is pre-employment screening of all personnel and random drug and alcohol tests that are done on a regular basis.

INSURANCE

FPI shall furnish to client a Certificate(s) of Insurance, which indicates that insurance coverage has been obtained which meets the requirement as outlined below:

Workman's Compensation Insurance for all employees of the vendor as required by Florida Statue 440.

General Liability on a comprehensive basis, including Personal Injury Liability, in an amount not less than \$ 1,000,000 combined single limit per occurrence for bodily injury and property damage.

Excess Liability covering in an amount not less than \$1,000,000.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount up to \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

Terrorism Insurance (where required).

The insurance coverage provided will include those classifications, which most closely reflect the operations of the vendor. Companies authorized to do business under the laws of the State of Florida shall issue all insurance policies required above.



SECURITY SERVICES

UNIFORMS

Uniform type and use shall conform to standards and usage described below:

All employees performing under this contract shall wear the same color and style of uniform. Appropriately, female members of the guard force shall wear feminine style uniforms.

FPI shall, prior to the contract performance date, submit to client's representative documentation that the following items of uniforms and equipment have been issued to each employee. FPI shall issue a sufficient quantity of uniform items to ensure that each officer is in proper uniform while on post. Any disputes regarding application of the standards shall be referred to the client.

Note: Uniforms and equipment must be in good condition and meet the company's standards. As always there is never a charge to our officers for the uniforms or accessories that they wear.

The uniform shall only be worn when the officer is on official duty or when the officer is in transit between his/her place of residence and duty station.

Shoes shall be low quarter or high-topped, lace types with police or plain toe and standard heel.

NOTE: No officer will be on duty until he/she is completely uniformed including accessories as per the client's requirements.

FPI will furnish all officers with an adequate number of uniforms without cost to client. In addition, uniform cleaning and maintenance is made the responsibility of the officer. However, in those instances where the uniforms furnished are made of "wash and wear" material, they may be routinely washed and dried with other personal garments, and do not require any special treatment; such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of client's contract or by FPI.

SUPPLEMENTARY EQUIPMENT

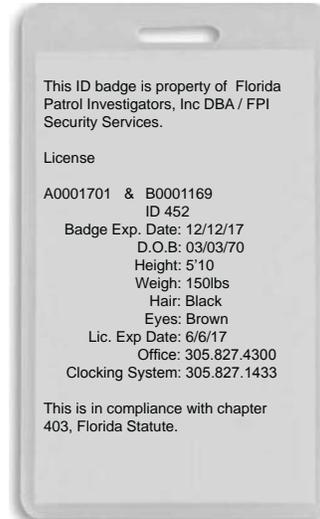
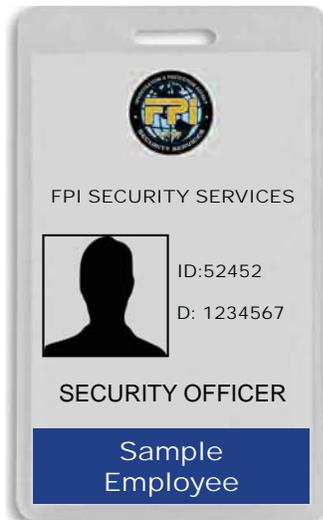
Each officer on duty shall be equipped with supplementary equipment including, but not limited to notebooks, pens, pencils, replacement flashlight batteries and bulbs, traffic control safety apparel (reflective vests, gloves, traffic buttons, etc.) as appropriate to operations. Officers shall not be permitted to issue themselves any unauthorized supplemental or personal equipment, such as concealed firearms, knives or other non-standard items.

FPI shall provide and maintain, on-site, an adequate supply of batteries for all flashlights and traffic control batons.

Inclement weather clothing shall be required for those officers required to perform duties while exposed to cold, rain, and other inclement weather conditions. All inclement weather clothing must be identical in style and color for each officer.

Sample Uniform and Duty Equip

Florida Patrol Investigators, Inc. Current Company Card - June 2015





ADDITIONAL SERVICES

MOTORIZED PATROL EQUIPMENT

Patrol vehicles (where applicable), shall be provided by FPI. Vehicles shall be in operating condition at all times. All costs for the operation and maintenance of vehicles, including all license and insurance fees, but excluding fuel shall be born by FPI. Each vehicle shall be marked for identification. In the event a patrol vehicle is temporarily inoperable (due to maintenance, etc.), an equivalent, fully operational, substitute vehicle, will be provided ensuring the vehicle furnished under this contract complies with the requirements outlined herein, spot light, hand held or otherwise.

Patrol Vehicles can be equipped with (additional costs may apply):

GPS Tracking, customer will receive daily GPS Tracking reports Mobile Computer Terminals, customers may receive E-Mailed Daily & Incident Reports Video Recording, video and still photographs will be available upon request

FPI will be happy to place important information that you provide, on the sides of the patrol vehicles that have been assigned to your property.* Below, please find a sample of what can be custom tailored for your property.

*FPI will try to have these marked vehicles available during all patrol rounds. FPI asks for your understanding and patience, when these vehicles are out of service, for maintenance / repair. FPI will provide another patrol vehicle during these times.

Sample Pictures of Patrol Vehicles:



- 3M reflective decals prove high visibility even in low lighting
- Laptop capability provides access to our reporting system(Report Exec)
- First-aid kits and AED
- High visibility LED light bar
- Airhorn and PA system for parking enforcement (only on private property)



SECURITY SERVICES

ELECTRIC PATROL EQUIPMENT

FPI uses the groundbreaking T3 Series electric standup vehicle (ESV) a zero-gas-emission, clean-energy innovation that is simple, intuitive and economical to operate. With significant breakthroughs in its proprietary power management and propulsion system, this performer delivers high “mpg” equivalent, long battery run time, short recharge time, and plug ‘n play battery modules.

It is highly stable with a low center of gravity, offers wide visibility for the driver elevated on a 9-inch platform, strikes a commanding presence, can access restricted spaces including elevators and narrow corridors, handles curbs easily, and is highly agile with a zero-degree turning radius. And it’s very quiet.



The T3 Series is designed to enhance patrols to save driver energy and increase response times. Lockable, onboard storage is easily accessible. For maximum flexibility, two swappable battery packs mean virtually no downtime. And, with dramatically fewer parts than gasoline-powered vehicles, the T3 Series is high on reliability and low on maintenance. Not to mention an operating cost of around 10 cents per day.

T3 Series ESV Details

Electric Vehicle	Zero gas emissions, Clean energy vehicle
Easy to Operate	Simple and intuitive to drive
Economical	Operates for less than 10 cents per day
Unlimited Range	Field swap-able power modules
Charge Time	3 - 4 hours
Enhanced Visibility	9-inch raised platform offers visibility above the crowd
Agility	0-degree turning radius
Integrated LED Lighting	Headlights, Brake lights, Running lights, and Emergency lights
Speed Range	User Selectable -- 5 mph, 8 mph, 10 mph, 12 mph, 25 mph
Cargo Capacity:	450 pounds (rider + equipment)

The T3 Series is truly the next generation in green personal transportation solutions.



APPLICATIONS:

- Community / Policing
- Campuses
- Airports
- Entertainment / Sporting Venues
- Malls
- Military Bases
- Parking Control
- Parks and Beaches
- Federal Buildings
- Homeland Security
- Hospitals
- Casinos

T3 ESV Information obtained from T3 Motion Inc, www.t3motion.com

Depending on customer requirements, FPI has Electric EZ GO Golf Carts available in many configurations. Golf carts offer the ability to go into off road situations, such as dirt road alleys in between industrial sites where ESV's and motorized vehicles cannot go. Security Golf Carts can carry up to 800 pounds including Security Officer(s) and patrol equipment.





SECURITY SERVICES

FPI DISPATCH CENTER

FPI has a dispatch center available to handle any problems or concerns that may arise during the day to day operations. FPI's dispatch center is open 24 hours a day, year round, including holidays and for natural disasters. In addition, the dispatch center is responsible for attending to scheduling issues that may arise. FPI is equipped with state of the art emergency backup systems including high efficiency generators. In the event of an emergency, our operations will continue to run as scheduled, providing our clients with uninterrupted service during the most crucial times.

Dispatch Center:

Centrally Located in The Tri-County Area

Open 24 Hours a Day, 7 Days a Week

Including Holidays and Natural / Man Made Disasters Backup Generators Ensure Continuity of Service

On Duty Dispatchers can reach Management 24 Hours a Day

CCTV Cameras can also be remotely monitored for security and accountability

Communications Equipment Includes:

Computer Systems with E-Mail & Internet Access

Land Line Telephone

Radio Communications

Cellular Telephone

Video Monitoring

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TOUR VERIFICATION

FPI uses Deggy® Complete Guard Tour Solutions to ensure that our customer’s requirements are being fulfilled. Tour verification is essential in meeting customer demands.

Here’s how it works:



<p>Step 1 - The Patrol Tour</p>	<p>Checkpoints The guard touches the Deggy Checkpoint installed at a client’s location with the Deggy steel pen. The pen collects the checkpoint location with the time and date stamp.</p>
<p>Step 2 – Downloading the Tour</p>	<p>Supervisor’s Portable Downloader - Every time a Patrol Supervisor arrives at a site, tour data can be downloaded right on the spot. Once collected from a pen to a supervisor’s portable downloader, tour data is transferred wirelessly to FPI’s dispatch center.</p>
<p>Step 3 – Managing the Tour Data</p>	<p>2009 Guard Tour Software - Easy to use Deggy Control Windows software manages all your tour data. The Deggy Control Software allows FPI to download from the Internet with the new Wireless Deggy Web. It converts tour data into useful, detailed, printable reports. Reports can be send to customers daily.</p>

Deggy Information obtained from Deggy Inc, www.deggy.com

Report Exec is a web based application that allows security officers to generate reports on the computer. This eliminates the risk of important incident reports being lost or misplaced. Digital media such as pictures and audio can be added to the report to create a comprehensive report all into a single file that can be stored on your computer.

Report Exec is used by over 300 police departments and security agencies nationwide. The software allows officers to spend less time doing reports and more time patrolling your properties. The software also allows an administrator to run reports that display statistics in a variety of different graphs. This feature allows managers to adjust security resources as needed.



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SECURITY SERVICES

TRANSITION PLAN

FPI will observe current security practices, and obtain client feedback for improvement. One week prior to commencement of service, FPI’s Patrol Supervisors, Site Supervisor, assigned Security Officers and Client Representatives will visit the facilities for on-site training and familiarization. Upon the designated date and time, FPI’s Security Officers and Supervisors will report for duty and assume Security Services from the previous Security Provider.

Sample Transition Plan

Week One	<ul style="list-style-type: none"> · Contract Award to FPI · Begin Weekly Transition Meetings with Client to review Past Practices, Likes & Dislikes
Week Two	<ul style="list-style-type: none"> · Begin Supervisor Selection · Begin Security Officer Selection · Weekly Transition Meeting for Post Order Creation
Week Three	<ul style="list-style-type: none"> · Complete Employee Selection · Begin Supervisor Training · Employee and Employee File Review by Client · Complete In-House Training
Week Four	<ul style="list-style-type: none"> · With Client Approval, Begin On-Site Familiarization and Training · Final Meeting with Client · Complete Post Orders · FPI & Client Relationship Begins

Transition Plans are customized to Client’s Needs



SECURITY SERVICES

FPI Plan of Action

In preparation to meet the needs of the Town in this RFP, FPI has outline specific action notes to be implemented in the event the contract is awarded to this vendor.

Hiring process:

In order to properly provide security services in an ethical and professional manner FPI has available a fully functional personnel department that is ready to assist in the hiring process for security officers at all levels. The method of operation for FPI is as follows:

Recruiting

We recruit through the Internet, Newspapers, Security Training Schools throughout the Palm Beach, Broward areas, and as well as our own State Certified Security Academy, to satisfy your needs. We have a pool of floaters in the Palm Beach area ready to serve the Town of Palm Beach.

Application process:

All applicants are asked to complete an employment application. Applicants are tested to verify their ability to read, understand and write English. Skills testing, dependent upon assignment, may also include mathematical, computer and other specific disciplines and skills needed to determine their ability and qualifications to become a member of our team.

Interview:

Once the application process has been completed and approved, the applicant will go through an extensive interview process conducted by our Personnel Department.

Drug Testing:

The applicant will be asked to submit to a seven panel drug and alcohol screening test.

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SECURITY SERVICES

Tab 6 Project Cost

Supplier Response Form



City of Pembroke Pines

Attachment A

CONTACT INFORMATION FORM

IN ACCORDANCE WITH "RFP # PSPW-16-17" dated **October 25, 2016** titled "Security Guard 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

Is a copy of the Proposer's Class "B", Security Agency License, or Class "BB" Security Agency Branch Office License, issued by the State of Florida, Division of Licensing included in this package? Yes

Is a Proposal Security in the form of a certified check, cashiers check or Bid Bond, in the amount of \$10,000 included in this package? Yes

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.

Item #	Item Description	Cost Per Hour
--------	------------------	---------------

		Estimated Hours Per Year	
1)	Unarmed Guard	23,088	Price to be Submitted Via BidSync
2)	Armed Guard	4,368	Price to be Submitted Via BidSync
3)	Site Supervisor	0	Price to be Submitted Via BidSync
4)	Golf Cart - Marked/Lighted (Without Guard)	4,368	Price to be Submitted Via BidSync
5)	Patrol Car - Marked/Lighted (Without Guard)	8,736	Price to be Submitted Via BidSync

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **fpisecurity**

Password *

[Save](#)

[Take Exception](#)

[Close](#)

* Required fields



SECURITY SERVICES

Tab 7 Documents



(OFFICE USE ONLY) Vendor number:

Please complete this vendor information form entirely along with the IRS Form W-9, scan and upload it to the www.bidsync.com

Vendor Information Form

Operating Name (Payee)	FPI Security Services, Inc.		
Legal Name (as filed with IRS)	FPI Security Services, Inc.		
Remit-to Address (For Payments)	1776 West 38 Place		
	Hialeah, FL 33012		
Remit-to Contact Name:	Alexander Perez	Title:	President
Email Address:	dgonzalez@fpisecurity.com		
Phone #:	305-827-4300	Fax #	305-826-7741
Order-from Address (For purchase orders)			
Order-from Contact Name:	Daniel Gonzalez	Title:	Vice President
Email Address:	dgonzalez@fpisecurity.com		
Phone #:	305-827-4300	Fax #	305-826-7741
Return-to Address (For product returns)	1776 West 38 Place		
	Hialeah, FL 33012		
Return-to Contact Name	Daniel Gonzalez	Title:	Vice President
Email Address:	Dgonzalez@fpisecurity.com		
Phone #:	305-827-4300	Fax #	305-826-7741
Payment Terms:	Net 30		

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):

Digitally signed by Daniel Gonzalez

Date: 2016.12.13 11:12:12 -05'00'

Name of Applicant / Signature _____

Title of Applicant Vice President Date 12-13-2016

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
FPI Security Services, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1776 West 38 Place

6 City, state, and ZIP code
Hialeah, FL 33012

7 List account number(s) here (optional)

Requester's name and address (optional)

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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

or

Employer identification number

3	7	-	1	4	9	9	6	9	2
---	---	---	---	---	---	---	---	---	---

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

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 on page 3.

Sign Here

Signature of U.S. person ▶ Digitally signed by Daniel Gonzalez
Date: 2016.12.13 11:15:54 -05'00'

Date ▶ 12-13-2016

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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
- 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?* on page 2 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 Publication 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 28% 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 Part II instructions on page 3 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* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

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* on page 3 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, list first, and then circle, the name of the person or entity whose number you entered in Part I of 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 in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in 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.

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. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), 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 the chart on page 4 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. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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 items 1, 4, or 5 below indicate 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), 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)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. 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
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. 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:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. 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* on page 2.

*Note. 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 Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system 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 contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov 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.

Supplier Response Form



City of Pembroke Pines

Attachment C

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 *

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **fpisecurity**

Password *

[Save](#)

[Take Exception](#)

[Close](#)

* Required fields

Supplier Response Form



City of Pembroke Pines

Attachment D

SWORN STATEMENT ON PUBLIC ENTITY CRIMES UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).

1. This sworn statement is submitted (name of entity submitting sworn statement) whose business address is and (if applicable) its Federal Employer Identification Number (FEIN) is . (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: .)
2. My name is and my
(Please print name of individual signing)
relationship to the entity named above is .
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.)**

Alexander Perez *
Bidder's Name/Signature

FPI Security Services *
Company

12-13-2016 *
Date

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **fpisecurity**

Password *

Save

[Take Exception](#)

[Close](#)

* Required fields

Supplier Response Form



City of Pembroke Pines

Attachment E

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: *

PRINTED NAME / AUTHORIZED SIGNATURE: *

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **fpisecurity**

Password *

[Save](#)

* Required fields

Supplier Response Form



City of Pembroke Pines

Attachment F

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: *

PRINTED NAME / AUTHORIZED SIGNATURE: *

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **fpisecurity**

Password *

[Save](#)

[Take Exception](#)

[Close](#)

* Required fields

Supplier Response Form



City of Pembroke Pines

Attachment G

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: *

AUTHORIZED OFFICER NAME / SIGNATURE: *

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **fpisecurity**

Password *

[Save](#)

[Take Exception](#)

[Close](#)

* Required fields

Supplier Response Form



City of Pembroke Pines

Attachment H

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:

FPI Security Services, Inc. 1776 West 38 Place Hialeah, FL 33012	
--	----------

*

Contact Person's Name and Title: *

Contact Person's E-mail Address: *

PROPOSER'S Telephone and Fax Number: *

PROPOSER'S License Number: *

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

PROPOSER'S Federal Identification Number: *

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:

Alexander Perez President Daniel Gonzalez Vice President	
---	----------

The business is a: Sole Proprietorship Partnership Corporation

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)

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 RFP submittals non-responsive.

Florida Patrol Investigators- Same business operations just name change.	
--	----------

*

At what address was that business located?

1776 West 38 Place
Hialeah, FL 33012

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

N/A

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. All work will be conducted by FPI Security Services.

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.

N/A

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.

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

No

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.

N/A

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, in the previous three (3) years:

FPI Security Services has performed services for multiple municipalities such as City of Fort Lauderdale, City of Coral Gables, and City of Hialeah. We currently service Century Village which is also much larger in scope.

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.

FPI Security Services, Inc. *
(Company Name)
Alexander Perez *
(Printed Name/Signature)

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

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Username **fpisecurity**

Password *

[Save](#)

[Take Exception](#)

[Close](#)

* Required fields



SECURITY SERVICES

Tab 8

Class B Security Agency License



SECURITY SERVICES

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

ADAM H. PUTNAM
COMMISSIONER

DIVISION OF LICENSING

12/15/17

DATE OF EXPIRATION

B 0001169

LICENSE NUMBER

04/02/15

DATE ISSUED

FLORIDA PATROL INVESTIGATORS, INC.
DBA FPI SECURITY SVCES.

1770 WEST 38 PLACE
HIALEAH, FL 33012

PEREZ, ALEXANDER ANDRES, PRESIDENT

THE SECURITY AGENCY NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF
CHAPTER 493, FLORIDA STATUTES.



ADAM H. PUTNAM
COMMISSIONER



SECURITY SERVICES

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
ADAM H. PUTNAM
COMMISSIONER
DIVISION OF LICENSING

04/07/15
DATE ISSUED

01/03/17
DATE OF EXPIRATION

DS2700001
LICENSE NUMBER

FLORIDA PATROL INVESTIGATORS, INC
1774 WEST 38 PLACE
HIALEAH, FL 33012

THE SECURITY OFFICER SCHOOL OR TRAINING FACILITY NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF CHAPTER 493, FLORIDA STATUTES.



Adam H. Putnam
ADAM H. PUTNAM
COMMISSIONER

State of Florida Department of State

I certify from the records of this office that FPI SECURITY SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on November 5, 2004, effective November 4, 2004.

The document number of this corporation is P04000151888.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on April 15, 2016, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourth day of August, 2016*



Ken Detjen
Secretary of State

Tracking Number: CU0209691891

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



SECURITY SERVICES

Tab 9

Local Business Tax Receipts & Certifications

005203

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



6543996

BUSINESS NAME/LOCATION

FPI SECURITY SERVICES INC

1776 W 38 PL

HIALEAH FL 33012

RECEIPT NO.

RENEWAL

6814579

**EXPIRES
SEPTEMBER 30, 2017**

Must be displayed at place of business
Pursuant to County Code
Chapter 8A -- Art. 9 & 10

OWNER

FPI SECURITY SERVICES INC

Employee(s) 144

SEC. TYPE OF BUSINESS

213 GUARD PATROL AGENCY

B0001169

**PAYMENT RECEIVED
BY TAX COLLECTOR**

\$648.00 09/26/2016

CHECK21-16-130798

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector



SECURITY SERVICES

Tab 10 Additional Information



City of Pembroke Pines



Frank C. Ortis, Mayor
Carl Shechter, Vice-Mayor
Charles F. Dodge, City Manager

Angelo Castillo, Commissioner
Jay Schwartz, Commissioner
Iris A. Siple, Commissioner

November 29, 2016

RFQ # PSPW-16-17

Addendum # 1
City of Pembroke Pines
RFQ # PSPW-16-17
Security Guard Services

A) ADDITIONAL INFORMATION

The following documents are included with this Addendum:

- Attachment L – Agreement with Bayus Security Services
- Attachment M – Agreement with Dalama Protection

B) REVISION TO BONDING REQUIREMENTS

- A Proposal Security / Bid Bond, as requested in Section 4.1, is no longer required for this project.
- A Payment and Performance Bond, as requested in Section 4.2, is no longer required for this project.

Mark Gomes
Purchasing Manager
City of Pembroke Pines

AGENCY CUSTOMER ID: City of Pembroke Pines, FL

LOC #: All



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Comprehensive Insurance Underwriter		NAMED INSURED FPI Security Services Inc	
POLICY NUMBER Various - See Page 1 of 2		1784 West 38th Place	
CARRIER Various - See Page 1 of 2		NAIC CODE	Hialeah, FL 33012
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: Below FORM TITLE: See Below

Commercial General Liability - Occurrence Form - Per Project Aggregate
 Assault & Battery (Included - "Reasonable Force" EGC 04 562 10 02)
 False Arrest & Sexual Abuse - (Included - CG 00 01 10 01)
 Care Custody & Control (Included EGC 04 564 04 15)
 Lost Key (Included EGC 04 561 04 15)
 City of Pembroke Pines is Additional Insured (Included - ECG 20 596 04 12)
 Additional Insured Primary & Non-Contributory wording (Included - ECG 24 520 08 05)
 Waiver of Subrogation in favor of Pembroke Pines (Included - ECG 24 522 04 02 - Enhanced wording ECG 04 622 03 09)
 Policy contains "Severability of Interest" / "Cross Liability" (Included - CG 00 01 10 01)
 without (no) obligation for premium payment by the CITY

Business Auto Liability
 Covered Auto Symbol (1) Any Auto
 Includes Covered Auto Symbol (8) Hired Autos & Covered Auto Symbol (9) Non-Owned Autos

Professional Liability / Errors & Omissions Insurance
 Commercial General Liability (Included EGC 04 566 12 15)

NO ADDITIONAL WORDING FOLLOWS

**SAMPLE
 INSURANCE
 CERTIFICATE
 ORIGINAL TO
 BE PROVIDED
 UPON BID
 ACCEPTANCE**

Supplier: FPI Security Services



City of Pembroke Pines

Attachment A

CONTACT INFORMATION FORM

IN ACCORDANCE WITH “RFP # PSPW-16-17” dated **October 25, 2016** titled “**Security Guard 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: **FPI Security Services, Inc.**

STREET ADDRESS: **1776 West 38 Place**

CITY, STATE & ZIP CODE: **Hialeah, FL 33012**

PRIMARY CONTACT FOR THE PROJECT:

NAME: **Daniel Gonzalez** TITLE: **Vice President**

E-MAIL: **dgonzalez@fpisecurity.com**

TELEPHONE: **305-827-4300** FAX: **305-826-7741**

AUTHORIZED APPROVER:

NAME: **Alexander Perez** TITLE: **President**

E-MAIL: **alex@fpisecurity.com**

TELEPHONE: **305-827-4300** FAX: **305-826-7741**

SIGNATURE: **Alexander Perez**

B) Proposal Checklist

Is a copy of the Proposer's Class “B”, Security Agency License, or Class “BB” Security Agency Branch Office License, issued by the State of Florida, Division of Licensing included in this package?

Yes

Is a Proposal Security in the form of a certified check, cashiers check or Bid Bond, in the amount of \$10,000 included in this package? Yes

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.

Item #	Item Description	Estimated Hours Per Year	Cost Per Hour
1)	Unarmed Guard	23,088	Price to be Submitted Via BidSync
2)	Armed Guard	4,368	Price to be Submitted Via BidSync
3)	Site Supervisor	0	Price to be Submitted Via BidSync
4)	Golf Cart - Marked/Lighted (Without Guard)	4,368	Price to be Submitted Via BidSync
5)	Patrol Car - Marked/Lighted (Without Guard)	8,736	Price to be Submitted Via BidSync

Supplier: FPI Security Services

City of Pembroke Pines

Attachment C

NON-COLLUSIVE AFFIDAVITBIDDER is the **Owner**,

(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 **Alexander Perez**Title **President**Name of Company **FPI Security Services, Inc.**

Supplier: FPI Security Services

City of Pembroke Pines

Attachment D

**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

1. This sworn statement is submitted **FPI Security Services, Inc.** (name of entity submitting sworn statement) whose business address is **1776 West 38 Place, Hialeah, FL 33012** and (if applicable) its Federal Employer Identification Number (FEIN) is **37-1499692**. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: .)
2. My name is **Alexander Perez** and my
(Please print name of individual signing)

relationship to the entity named above is **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.)**

Alexander Perez
Bidder's Name/Signature

FPI Security Services
Company

12-13-2016
Date

Supplier: FPI Security Services



City of Pembroke Pines

Attachment E

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: **FPI Security Services, Inc.**

PRINTED NAME / AUTHORIZED SIGNATURE: **Alexander Perez**

Supplier: FPI Security Services



City of Pembroke Pines

Attachment F

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: **FPI Security Services, Inc.**

PRINTED NAME / AUTHORIZED SIGNATURE: **Alexander Perez**

Supplier: FPI Security Services



City of Pembroke Pines

Attachment G

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: **FPI Security Services, Inc.**

AUTHORIZED OFFICER NAME / SIGNATURE: **Alexander Perez**

Supplier: FPI Security Services



City of Pembroke Pines

Attachment H

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:

FPI Security Services, Inc.
1776 West 38 Place
Hialeah, FL 33012

Contact Person's Name and Title: **Daniel Gonzalez, Vice President**

Contact Person's E-mail Address: **Dgonzalez@fpisecurity.com**

PROPOSER'S Telephone and Fax Number: **305-827-4300, 305-826-7741**

PROPOSER'S License Number: **B0001169**
(Please attach certificate of status, competency, and/or state registration.)

PROPOSER'S Federal Identification Number: **371499692**

Number of years your organization has been in business **35**

State the number of years your firm has been in business under your present business name **12**

State the number of years your firm has been in business in the work specific to this solicitation: **35**

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

Alexander Perez President
Daniel Gonzalez Vice President

The business is a: Sole Proprietorship Partnership Corporation

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)

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 RFP submittals non-responsive.

Florida Patrol Investigators- Same business operations just name change.

At what address was that business located?

1776 West 38 Place

Hialeah, FL 33012

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

N/A

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. All work will be conducted by FPI Security Services.

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.

N/A

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.

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

No

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.

N/A

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, in the previous three (3) years:

FPI Security Services has performed services for multiple municipalities such as City of Fort Lauderdale, City of Coral Gables, and City of Hialeah. We currently service Century Village which is also much larger in scope.

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.

FPI Security Services, Inc.

(Company Name)

Alexander Perez

(Printed Name/Signature)

Supplier: FPI Security Services**REFERENCES FORM**

Provide specific examples of similar contracts. References should be 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: **City of Fort Lauderdale**

Address: **100 N. Andrews Avenue**

City/State/Zip: **Fort Lauderdale, FL 33301**

Contact Name: **Reina Gonzalez** Title: **Facility Director**

E-Mail Address: **Rgonzalez@fortlauderdale.com**

Telephone: **954-828-5139** Fax: **954-828-6033**

Project Information:

Name and location of the project: **Fort Lauderdale- Fiveash and Peele Dixie**

Nature of the firm's responsibility on the project: **Provide armed security officer to protect water treatment facilities.**

Project duration: **5 years** Completion (Anticipated) Date: **12/2016**

Size of project: **252 Hours Weekly** Cost of project: **\$911,00.00**

Work for which staff was responsible: **Protection of city infrastructure**

Contract Type: **Security Services**

The results/deliverables of the project: **No serious incidents in 5 years**

REFERENCES FORM

Provide specific examples of similar contracts. References should be 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: **City of Coral Gables**

Address: **2800 SW 72 Avenue**

City/State/Zip: **Miami, FL 33134**

Contact Name: **Ralph Rodriguez** Title: **Facilities Director**

E-Mail Address: **Rrodriguez1@coralgables.com**

Telephone: **305-460-5014** Fax: **305-460-5595**

Project Information:

Name and location of the project: **Citywide Security Services**

Nature of the firm's responsibility on the project: **Provide security services at City Hall, parking garages, passport facility, parks, public works department, city events, and other city facilities.**

Project duration: **2 years** Completion (Anticipated) Date: **11/2018**

Size of project: **700 Hours Weekly** Cost of project: **\$2,900,000.00**

Work for which staff was responsible: **Citywide security services**

Contract Type: **Security Services**

The results/deliverables of the project: **No serious incidents**

REFERENCES FORM

Provide specific examples of similar contracts. References should be 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: **City of Hialeah**

Address: **83 East 5 Street**

City/State/Zip: **Hialeah, FL 33012**

Contact Name: **William Guerra** Title: **Chief**

E-Mail Address: **wguerra@hialeahfl.gov**

Telephone: **305-505-0001** Fax: **305-883-6975**

Project Information:

Name and location of the project: **Citywide Firewatch Services**

Nature of the firm's responsibility on the project: **Provide firewatch and security services to buildings and properties that were non-compliant with fire hazard standards.**

Project duration: **7 Years** Completion (Anticipated) Date: **Ongoing**

Size of project: **Varies** Cost of project: **Total- @1,700,000.00**

Work for which staff was responsible: **Firewatch Services**

Contract Type: **Firewatch and Security Services**

The results/deliverables of the project: **No incidents**

REFERENCES FORM

Provide specific examples of similar contracts. References should be 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 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:

REFERENCES FORM

Provide specific examples of similar contracts. References should be 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 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:

**Contract for RFQ # PSPW-16-17 "Security Guard Services"
with FPI Security Services, Inc.
Exhibit C – "Pricing"**

Description	Hourly Rate
Unarmed Guard	\$14.35
Armed Guard	\$14.35
Site Supervisor	\$15.00
Golf Cart - Marked/Lighted	\$0.45
Patrol Car - Marked/Lighted	\$2.25



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 5.

File ID: 17-0223

Type: Bid

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 04/20/2017

Short Title: Award RFQ # PSPW-16-17 "Security Guard Services"
to FPI Security Services, Inc.

Final Action: 05/03/2017

Title: MOTION TO APPROVE THE FINDINGS AND RECOMMENDATION OF THE
EVALUATION COMMITTEE AND TO AWARD RFQ # PSPW-16-17
"SECURITY GUARD SERVICES" TO FPI SECURITY SERVICES, INC. IN
THE ESTIMATED ANNUAL AMOUNT OF \$333,278.40.

***Agenda Date:** 05/03/2017

Agenda Number: 5.

Internal Notes:

Attachments: 1. Draft Contract, 2. Meeting Minutes and Score Summary - Evaluation Committee Meeting (2017-04-18), 3. Meeting Minutes and Score Summary - Evaluation Committee Meeting (2017-03-28), 4. PSPW-16-17 - Bid Tabulation, 5. Submittal from FPI Security Services, 6. PSPW-16-17 - Security Guard Services

1 City Commission 05/03/2017 approve

Action Text: This Bid was approve.

Notes:

MOTION TO APPROVE THE FINDINGS AND RECOMMENDATION OF THE EVALUATION COMMITTEE AND TO AWARD RFQ # PSPW-16-17 "SECURITY GUARD SERVICES" TO FPI SECURITY SERVICES, INC. IN THE ESTIMATED ANNUAL AMOUNT OF \$333,278.40.

SUMMARY EXPLANATION AND BACKGROUND:

1. On October 19, 2016, the City Commission authorized the advertisement of RFQ # PSPW-16-17 "Security Guard Services", which was advertised on October 25, 2016.

2. The purpose of this solicitation was to seek hourly rates for Security Guard Services that can be utilized by various departments throughout the City on an as-needed basis.

3. On December 13, 2016, the City opened sixteen (16) proposals and one (1) "No Bid" from the following vendors (listed in order of lowest to highest):

<u>Vendor</u>	<u>Cost</u>
Diamond Investigations and Security	No Bid
Bayus Security Protection, Inc.	\$266,373.12
Blue Shield Security and Protection, Inc.	\$302,764.80
Delad Security, Inc.	\$313,597.44
American Guard Services, Inc.	\$315,862.56
USI Security Services, Inc.	\$316,842.24
Swift Security, Inc.	\$326,277.12
DSI Security Services	\$327,759.12
FPI Security Services, Inc.	\$333,278.40
Security Alliance, LLC	\$333,715.20
Regions Security Services, Inc.	\$336,242.40
Indemnity Security and Investigations, Inc.	\$348,067.20
Northern Security Force	\$349,190.40
Universal Protection Service, LLC	\$350,263.93
Kent Security Services, Inc.	\$372,902.40
G4S Secure Solutions (USA) Inc.	\$434,029.44
Patrol Eagle Protection, LLC	\$599,040.00

Note - The RFQ listed the following estimated hours for the various departments:

<u>Location</u>	<u>Security Type</u>	<u>Annual Est. Hours</u>
Academic Village (Pool & Water Tank)	Unarmed Guard	5616
Pembroke Road Storage Lot	Unarmed Guard	4368
Pines Place	Unarmed Guard	8736
Howard C. Forman Campus	Unarmed Guard	4368
Howard C. Forman Campus	Golf Cart	4368
Broward Correctional Institution Property	Armed Guard	4368
Broward Correctional Institution Property	Patrol Car	8736

However, the Broward Correctional Institution Property was recently sold, and the City no longer needs to provide guard services at this facility. As a result, the estimated annual cost shown above utilizes the per unit pricing from the various vendors, based on the estimated hours needed for the various departments, without the Broward Correctional Institution Property.

4. On March 28, 2017, the City convened an evaluation committee to evaluate the qualifications of the proposers based on the weighted criteria provided for in the RFQ documents and listed below:

- Experience and Ability (25 points)
- Previous Experience (20 points)
- Firm’s Understanding and Approach to the Work (25 points)
- Project Cost (25 points)
- Local Vendor Preference/Veteran Owned Small Business Preference (5 points)

5. At the March 28, 2017 meeting, the evaluation committee made a motion, which passed unanimously, to deem the following vendors unresponsive for the various reasons listed below:

<u>Vendor</u>	<u>Did not complete or provide the following</u>
Bayus Security Protection	Attachment D - Sworn Statement on Public Entity Crimes Form
Blue Shield Security & Protection	Class B or Class BB License (Security Agency or Branch Office)
Universal Protection Service	Class B or Class BB License (Security Agency or Branch Office)
Patrol Eagle Protection	Class B or Class BB License (Security Agency or Branch Office)
Swift Security	Previous Experience, Firm's Understanding & Approach to Work

6. In addition, the evaluation committee ranked the remaining vendors as shown below:

<u>Vendor</u>	<u>Rank</u>
FPI Security Services, Inc.	1
American Guard Services, Inc.	2
Delad Security, Inc.	3
USI Security Services, Inc. (United Services Inc.)	4
G4S Secure Solutions (USA) Inc.	5
Kent Security Services, Inc.	6
DSI Security Services	7
Regions Security Services, Inc.	8
Security Alliance, LLC.	9
Indemnity Security & Investigations, Inc.	10
Universal Security Corp. dba Northern Security Force	11

7. After ranking the proposers, the evaluation committee made a motion, which passed unanimously, to short list the top six (6) vendors for presentations at a second meeting.

8. On April 18, 2017, the evaluation committee listened to presentations from the top six (6) vendors and participated in a question and answer session. As a result, the evaluation committee ranked the vendors as shown below:

<u>Vendor</u>	<u>Rank</u>
FPI Security Services, Inc.	1
G4S Secure Solutions (USA) Inc.	2
Kent Security Services, Inc.	3
American Guard Services, Inc.	4

Delad Security, Inc. 5
 USI Security Services, Inc. (United Services Inc.) 6

9. Based on the scoring results, the Evaluation Committee unanimously approved a motion to recommend the City Commission to award RFQ # PSPW-16-17 "Security Guard Services" to the first ranked vendor, FPI Security Services, Inc.

10. In addition, FPI Security Services, Inc. has also completed the Equal Benefits Certification Form and has stated that the "Contractor currently complies with the requirements of this section."

11. The estimated cost shown below utilizes the per unit pricing from FPI Security Services, Inc., with the estimated hours needed for the various departments, however actual usage may vary throughout the year based on increases or decreases in hours needed for departments throughout the City:

<u>Location</u>	<u>Security Type</u>	<u>Annual Est. Hours</u>	<u>Hourly Rates</u>	<u>Annual Est. Amount</u>
Academic Village (Pool & Water Tank)	Unarmed Guard	5616	\$ 14.35	\$ 80,589.60
Pembroke Road Storage Lot	Unarmed Guard	4368	\$ 14.35	\$ 62,680.80
Pines Place	Unarmed Guard	8736	\$ 14.35	\$ 125,361.60
Howard C. Forman Campus	Unarmed Guard	4368	\$ 14.35	\$ 62,680.80
Howard C. Forman Campus	Golf Cart	4368	\$ 0.45	\$ 1,965.60
				\$ 333,278.40

12. In addition, Administration would like to enter into a two year agreement, with two additional two year renewal terms.

13. Request Commission approve the findings and recommendation of the Evaluation Committee and to award RFQ # PSPW-16-17 "Security Guard Services" to FPI Security Services, Inc in the estimated annual amount of \$333,278.40.

FINANCIAL IMPACT DETAIL:

a) **Initial Cost:** Estimated annual cost of \$333,278.40.

b) **Amount budgeted for this item in Account No:** Funds are available in the following accounts, for the remainder of the fiscal year:

- \$16,073.64 in account # 471-536-6010-510-34990 (Contractual Services - Other)
- \$10,715.76 in account # 1-572-7001-34990 (Contractual Services - Other)
- \$41,672.40 in account # 1-554-8002-603-34990 (Contractual Services - Other)
- \$21,489.60 in account # 1-519-6008-34990 (Contractual Services - Other)

c) **Source of funding for difference, if not fully budgeted:** Not Applicable.

d) **5 year projection of the operational cost of the project:** This contract is for an initial two year period commencing on June 1, 2017 through May 30, 2019, with two additional two year renewal terms.

	6/1/17 - 9/30/17	10/1/17 - 9/30/18	10/1/18 - 5/30/19	TBD	TBD
Revenues	\$0	\$0	\$0	\$0	\$0
Expenditures	\$110,787.60	\$333,278.40	\$222,490.80	\$0	\$0
Net Cost	\$110,787.60	\$333,278.40	\$222,490.80	\$0	\$0

e) **Detail of additional staff requirements:** Not Applicable.