



City of Pembroke Pines

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

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

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

and

**FPI SECURITY SERVICES, INC.**, a For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **1771 North Flamingo Road, Pembroke Pines, FL 33028**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, on **October 1, 2023**, the Parties entered into an Agreement ("Original Agreement") for the provision of Security Guard Services, on an as-needed basis for an initial **three (3) year** period, which expires on **September 30, 2026**; and,

**WHEREAS** the Original Agreement authorized the renewal thereof at the expiration of the initial term for **two (2) additional, three (3) year** periods pursuant to written amendments to the Original Agreement; and,

**WHEREAS** the Parties desire to renew the term of the Original Agreement for an additional **three (3) year** period, commencing on **October 1, 2026**, and expiring on **September 30, 2029**, as set forth in this First Amendment.

**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 set forth below:

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

**SECTION 2.** The Original Agreement is hereby renewed for an additional **three (3) year** period, commencing on **October 1, 2026**, and expiring on **September 30, 2029** ("Renewal Term").



**SECTION 3. Applicable Hourly Rates.** The hourly rates set forth below shall apply during the first year of the Renewal Term commencing on **October 1, 2026**, and continuing through **September 30, 2027**. Following the first year of the Renewal Term, the hourly rates shall be subject to Annual Adjustments in accordance with Section 4.1.1.1 of the Original Agreement.

Description	Hourly Wages	Overtime Wages	Burden Rate	Billable Hourly Rates	Billable Overtime Rates
Unarmed Officer	\$16.26	\$24.39	50.00%	\$24.39	\$36.59
Armed Officer	\$21.68	\$32.52	50.00%	\$32.52	\$48.78
Class G Armed Officer w/ Guardian Program Training	\$27.11	\$40.67	50.00%	\$40.67	\$61.01
City Center Armed Officer	\$23.85	\$35.78	50.00%	\$35.78	\$53.67
Golf Cart - Marked/Lighted	N/A	N/A	N/A	\$0.65	N/A
Patrol Vehicle - Marked/Lighted	N/A	N/A	N/A	\$4.25	N/A

**SECTION 4. Scrutinized Companies.**

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

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

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

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

4.1.2.2 Is engaged in business operations in Syria.

**SECTION 5. Employment Eligibility.** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.



## 5.1 **Definitions for this Section.**

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

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

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

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

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

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

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

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

**SECTION 6. Public Entity Crimes.** Pursuant to Section 287.133(2)(a), Fla. Stat., a



*City of Pembroke Pines*

person or affiliate, as defined in Section 287.133(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this First Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

**SECTION 7. Discriminatory Vendor List.** Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this First Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

**SECTION 8. Human Trafficking.** Pursuant to Section 787.06(14), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this First Amendment and submitting the executed required affidavit, the CONTRACTOR represents and warrants that it does not use coercion for labor or services as provided by state law.

**SECTION 9. Antitrust Violations.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this First Amendment, CONTRACTOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this First Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

**SECTION 10. Compliance with Foreign Entity Laws.** CONTRACTOR ("Entity")



*City of Pembroke Pines*

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hereby attests under penalty of perjury the following:

- 10.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: Section 287.138(2)(a), Florida Statutes);
- 10.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: Section 287.138(2)(b), Florida Statutes);
- 10.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);
- 10.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: Section 288.007(2), Florida Statutes);
- 10.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: Section 692.202(5)(a)(1), Florida Statutes); and,
- 10.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

**SECTION 11.** In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 12.** The Parties agree that in all other respects the Original Agreement shall remain in full force and effect, except as specifically modified herein.

**SECTION 13.** Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this First Amendment. The exhibits, if not physically attached, should be treated as part of this First Amendment and are incorporated herein by reference.

**SECTION 14.** Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this First Amendment.

**SECTION 15.** This First Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this First Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.



City of Pembroke Pines

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

**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

*[Handwritten signature]*, 5/25/26

Print Name: SAMUEL GORIN  
OFFICE OF THE CITY ATTORNEY

BY: \_\_\_\_\_

MAYOR ANGELO CASTILLO

ATTEST:

\_\_\_\_\_

GABRIEL FERNANDEZ, CITY CLERK

BY: \_\_\_\_\_

CHARLES F. DODGE, CITY MANAGER

**CONTRACTOR:**

FPI SECURITY SERVICES, INC.

Signed By: <sup>DocuSigned by:</sup> Daniel Gonzalez \_\_\_\_\_  
11947B06F5DB45D...

Date Signed: June 2, 2026

Printed Name: Daniel Gonzalez

Title: Vice President



City of Pembroke Pines

**AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS**

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: June 2, 2026

ENTITY: FPI Security Services, Inc.

SIGNED BY: DocuSigned by:  
*Daniel Gonzalez*  
11947B06F5DB45D... \_\_\_\_\_

NAME: Daniel Gonzalez

TITLE: Vice President



**AGREEMENT FOR THE PROVISION OF SECURITY GUARD SERVICES  
BETWEEN THE CITY OF PEMBROKE PINES  
AND FPI SECURITY SERVICES, INC.**

**THIS IS AN AGREEMENT** ("Agreement"), dated **October 1<sup>st</sup>, 2023** "Effective Date"), by and between:

**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 For Profit Corporation, as listed with the Florida Division of Corporations, with a business address of **1771 N. Flamingo Road, Pembroke Pines, FL 33028** (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 **February 1, 2023**, 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:

**Request for Proposals ("RFP") # TS-22-13**  
**"TS-22-13 Security Guard Services"**

1.2 On **March 14, 2023**, the bids were opened at the offices of the City Clerk.



1.3 On August 16<sup>th</sup>, 2023 the CITY Commission 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 provide **Security Guard Services**, on an as-needed basis, in accordance with the CITY's "RFP # TS-22-13", attached hereto and made a part hereof as **Exhibit "A"**, CONTRACTOR's response thereto, attached hereto and made a part hereof as **Exhibit "B"**, and the list of Locations set forth in **Exhibit "C"**, attached hereto and by this reference made a part hereof. CONTRACTOR agrees to perform all services required pursuant to this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form, and any subsequent purchase orders and/or amendments hereto. The services herein required shall be deemed non-exclusive; CONTRACTOR acknowledges that this Agreement does not preclude the CITY from using other vendors which provide the same or similar services during the term of this Agreement, as provided by the CONTRACTOR, on an as-needed basis.

2.1.1 On an as needed basis, the CITY may from time to time submit a purchase order/service request to CONTRACTOR for specified **Security Guard Services** which shall be more particularly described therein. The number of personnel and hours of service required pursuant to the purchase order/service request will be solely specified by the CITY. In the event CONTRACTOR does not have the capacity to perform as required by an applicable purchase order it may reject the CITY's request in writing, and CITY will proceed to engage another eligible service provider. In the event of acceptance, CONTRACTOR shall provide the specified services in accordance with **Exhibit "A"** and **Exhibit "B"**, pursuant to the applicable purchase order and shall timely submit to the CITY an invoice detailing the fees and costs owed for such services.

2.1.2 Locations for the provision of **Security Guard Services** in accordance with this Agreement (each having an associated "Property", collectively the "Properties") are listed in **Exhibit "C"** attached hereto and by this reference made a part hereof. The CITY, at its sole discretion, reserves the right to award each Location individually and more than one (1) Location at any given Property address. Location numbers, Properties, schedules, and type of security listed in **Exhibit "C"** for the performance of services may be amended from time to time, on an as-needed basis, at the sole discretion of the CITY. Such amendments may provide for the inclusion of additional, and/or previously unanticipated services.



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

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

2.4 CONTRACTOR shall schedule regular meetings with the CITY representatives at least once a month to discuss the progress and performance of the Security Guard Services, as more specifically described in **Exhibit "A"** and herein.

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.

2.8 The Parties hereby agree that CONTRACTOR is the prime contractor providing the products and services described herein, and may only use subcontractors that are authorized and approved by CITY. CONTRACTOR shall not subcontract any of its obligations under this Agreement without first obtaining the CITY's prior written consent. In the event the CITY does consent in writing to any additional subcontracting arrangement, CONTRACTOR shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Agreement. Any subcontract entered into by CONTRACTOR shall name the CITY as a third party beneficiary.

2.9 **Return of Keys.** Upon completion of services rendered or termination of this agreement, CONTRACTOR must promptly return to CITY all CITY keys and/or access cards. By agreeing herein, CONTRACTOR understands that any loss or failure to return a CITY key shall subject CONTRACTOR to the costs associated with key replacement and/or re-keying. For keys unlocking several doors, replacement and re-keying costs can be substantial. In case of failure to



return a key and failure to pay for key replacement and/or lock re-keying, CONTRACTOR understands that CITY shall enforce by all legal means its right to repayment for all costs incident to key replacement and/or lock re-keying.

### **ARTICLE 3** **TERM AND TERMINATION**

3.1 CONTRACTOR shall perform the Security Guard Services more particularly described in Article 2 of this Agreement, for an initial **three (3) year** period commencing on the **Effective Date** listed above, and expiring **three (3) years** from the Effective Date.

3.2 This Agreement may be renewed for **two (2), additional, three (3) year** renewal terms upon mutual consent of the Parties, evidenced by a written amendment to this Agreement extending the term thereof.

3.3 **Post Contractual Obligations.** In the event that the term or a subsequent renewal term of this Agreement expires, the CONTRACTOR agrees to continue providing services, at the current or then 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 providing **seven (7) calendar days** of written notice to CONTRACTOR 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. Notwithstanding the foregoing, CONTRACTOR may terminate this Agreement for convenience, upon **one hundred fifty (150) calendar days'** prior written notice to CITY.

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) calendar days** after receipt by CONTRACTOR of written notice of such neglect or failure.

### **ARTICLE 4** **COMPENSATION AND METHOD OF PAYMENT**

4.1 CITY hereby agrees to compensate CONTRACTOR monthly for actual Security Guard Services performed by CONTRACTOR, in accordance with the hourly rates listed in **Exhibit "B"** and set forth here below, as may be adjusted annually:



4.1.1 Applicable Hourly Rates.

Description	Hourly Wages	Overtime Wages	Burden Rate	Billable Hourly Rates	Billable Overtime Rates
Unarmed Officer	\$ 15.00	\$ 22.50	50.00%	\$ 22.50	\$ 33.75
Armed Officer	\$ 20.00	\$ 30.00	50.00%	\$ 30.00	\$ 45.00
Class G Armed Officer w/ Guardian Program Training	\$ 25.00	\$ 37.50	50.00%	\$ 37.50	\$ 56.25
City Center Armed Officer	\$ 22.00	\$ 33.00	50.00%	\$ 33.00	\$ 49.50
Golf Cart - Marked/Lighted	N/A	N/A	N/A	\$ 0.65	N/A
Patrol Vehicle - Marked/Lighted	N/A	N/A	N/A	\$ 4.25	N/A

4.1.1.1 Annual Adjustments. The “Hourly Wages” as set forth in Section 4.1.1.1 of this Agreement, as amended from time to time, for the CONTRACTOR’s employees shall be automatically adjusted annually, on the anniversary date of the agreement, according to the Consumers Price Index for All Urban Consumers (“CPI-U”) All Items in Miami-Ft. Lauderdale, West Palm Beach, FL, (1982-84=100) Not Seasonally Adjusted, as published by United States Department of Labor, Bureau of Labor Statistics in the Detailed Report Series ID: CUURS35BSA0, CUUSS35BSA0 ([https://data.bls.gov/pdq/SurveyOutputServlet?data\\_tool=dropmap&series\\_id=CUURS35BSA0,CUUSS35BSA0](https://data.bls.gov/pdq/SurveyOutputServlet?data_tool=dropmap&series_id=CUURS35BSA0,CUUSS35BSA0)) for the preceding month of April or three percent (3%), whichever is less, but not less than zero percent (0%).

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

4.3 Method of Billing and Payment. CITY will make its best efforts to pay CONTRACTOR within thirty (30) calendar days of receipt of proper invoice, which invoice must include the total shown to be due. Invoices shall include information such as the date(s) of service, the amount of time spent, a description of the service(s) performed, and any other information reasonably required by CITY. The CITY shall within thirty (30) calendar days, from the date the CITY’s Municipal Security Manager or his/her designee, approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY’s Municipal Security Manager or his/her designee.

Payment will be made to CONTRACTOR at:

**FPI Security Services, Inc.**  
**1771 N. Flamingo Road**  
**Pembroke Pines, FL 33028**



**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 Work, as described herein. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality, and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. In no event will the CONTRACTOR be compensated for any work which has not been described either herein or in a separate written agreement executed by the parties hereto.

5.2 While requesting changes that would increase, decrease, or otherwise modify the scope of services CONTRACTOR shall continue work, however, in no event will CONTRACTOR be compensated for any work that has not been described either herein, in a purchase order, or separate written agreement executed by the parties hereto.

**ARTICLE 6**  
**INDEMNIFICATION**

6.1 CONTRACTOR shall indemnify and hold harmless the CITY, its officers, agents, assigns, employees, consultants, separate contractors, any of their subcontractors, and sub-subcontractors from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from performance of this Agreement, the failure of CONTRACTOR to take out and maintain insurance as required under this Agreement, and any negligent act or omission of CONTRACTOR, its employees, agents, partners, principals, subcontractors, and/or officers. **Nothing set forth herein shall be construed to require the Contractor to indemnify and hold harmless any indemnitee herein from claims, demands, suits, causes of action or proceedings and any resulting liability, losses, damages and attorneys' fees and costs, to the extent caused by the sole negligence of any indemnitee herein or any third party other than Contractor, its employees, agents, servants, partners principals and/or subcontractors.** The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

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

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



6.4 CONTRACTOR shall be liable for any accident, loss, injury or damages to persons and/or property arising out of and/or resulting from CONTRACTOR's performance of the work required by this Agreement.

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

## **ARTICLE 7** **INSURANCE**

7.1 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 required.

7.2 CONTRACTOR AND ALL SUBCONTRACTORS, SHALL NOT BE ALLOWED TO commence work under this AGREEMENT until the Contractor has obtained all insurance required by this Insurance Section, including the purchase of a Policy of Insurance naming the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms must be agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines, nor shall any SUBCONTRACTOR be allowed to commence work under this AGREEMENT until the SUBCONTRACTOR complies with the Insurance requirements required by this Insurance Section, including the duty to purchase a Policy of Insurance which names the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms are agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines.

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

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

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) calendar days prior to the expiration of the date of such insurance, a renewed certificate of



insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.6 REQUIRED INSURANCE

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

Yes No

7.6.1 General Liability/Professional Liability: \$3,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage which shall include coverage under the policy for the armed operations of all security guard personnel. If the use of firearms is covered under a special insurance policy, the City should be named as an Additional Insured on the policy. A primary policy can be combined with excess coverage to equal the \$3,000,000. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

Aggregate Reduction: CONTRACTOR shall advise the CITY in the event any aggregate limits are reduced below the required per-occurrence limit. At its own expense, the CONTRACTOR will reinstate the aggregate limits to comply with the minimum requirements and shall furnish the CITY with a new certificate of insurance showing such coverage is in force.

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

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.**

Yes No

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



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

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

Yes No

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

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

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

Yes No

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

Yes No

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

Yes No

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



## 7.7 REQUIRED ENDORSEMENTS

- 7.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein. CONTRACTOR shall include the CITY as an additional insured to the extent of the CONTRACTOR's indemnification obligations under this Agreement. CONTRACTOR shall also hold the CITY, its agents, officers, subcontractors, and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder, except to the extent such claims for damages are solely caused by the negligence of the CITY.
- 7.7.2 Waiver of all Rights of Subrogation against the CITY.
- 7.7.3 Thirty (30) calendar day Notice of Cancellation or Non-Renewal to the CITY.
- 7.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 7.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 7.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property Policies as their interest may appear.

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

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

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

## ARTICLE 8

### NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising,



layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

### **ARTICLE 9** **INDEPENDENT CONTRACTOR**

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

### **ARTICLE 10** **AGREEMENT SUBJECT TO FUNDING**

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

### **ARTICLE 11** **UNCONTROLLABLE FORCES**

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



storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions.

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

## **ARTICLE 12** **GOVERNING LAW AND VENUE**

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

## **ARTICLE 13** **SIGNATORY AUTHORITY**

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

## **ARTICLE 14** **DEFAULT OF CONTRACT & REMEDIES**

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

14.2 **Corrective Action Procedures and Infraction Fees**. If, in the judgment of CITY, CONTRACTOR fails to perform the services in accordance with the requirements of this Agreement, 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 and the Corrective Action Procedures of the Quality Assurance Plan, as set forth in **Exhibit "A"**. In addition to the foregoing CITY reserves the right to impose Infraction Fees as set forth in **Exhibit "A"** for violations set forth therein. CITY shall be the sole judge of CONTRACTOR's failure to perform.

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



14.3.1. The abandonment, 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.

14.3.2. 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) calendar 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) calendar 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) calendar day period and thereafter diligently prosecutes such cure to completion.

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

14.3.4. 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) calendar 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) calendar 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) calendar days.

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

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

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



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

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

#### **ARTICLE 15** **BANKRUPTCY**

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

#### **ARTICLE 16** **MERGER; AMENDMENT**

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

#### **ARTICLE 17** **DISPUTE RESOLUTION**

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. 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.

#### **ARTICLE 18** **PUBLIC RECORDS**

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



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

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

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

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

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

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

**CITY CLERK  
601 CITY CENTER WAY, 4<sup>th</sup> FLOOR  
PEMBROKE PINES, FL 33025  
(954) 450-1050  
[mgraham@ppines.com](mailto:mgraham@ppines.com)**

**ARTICLE 19  
SCRUTINIZED COMPANIES**

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



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

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

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

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

19.1.2.2 Is engaged in business operations in Syria.

## **ARTICLE 20**

### **EQUAL BENEFITS FOR EMPLOYEES**

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

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

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

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

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



**Pembroke Pines Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.**

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

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

**ARTICLE 21  
EMPLOYMENT ELIGIBILITY**

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

21.1.1 **Definitions for this Section.**

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

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

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

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

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

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

21.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The



Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

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

## **ARTICLE 22** **MISCELLANEOUS**

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

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

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

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



However, this Agreement shall run to the benefit of CITY and its successors and assigns. 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.

22.5 **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.

22.6 **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, 4<sup>th</sup> Floor  
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.**  
**1771 N. Flamingo Road,**  
**Pembroke Pines, FL 33028**  
E-mail: [dgonzalez@fpisecurity.com](mailto:dgonzalez@fpisecurity.com)  
Telephone No: (305) 827-4300

22.7 **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.

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

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

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

22.11 **Entire Agreement and Conflicts.** This Agreement represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. In the event of a conflict between this Agreement, Exhibit "A", Exhibit "B", and Exhibit "C", this Agreement shall prevail, followed by Exhibit "A", Exhibit "C", and then Exhibit "B".

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

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

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

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

22.16 **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.



22.16.1 **Services to be Performed at CITY Schools.** CONTRACTOR shall comply with Chapter 1012, Florida Statutes, which requires Level II background screening for individuals who are vendors performing services at a Florida public school or district, if applicable.

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

**SIGNATURE PAGE FOLLOWS**



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

**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

[Signature]

Print Name: Jane Horowitz  
OFFICE OF THE CITY ATTORNEY

BY:

[Signature]  
MAYOR FRANK C. ORTIS

ATTEST:

[Signature] 9/19/23  
MARLENE D. GRAHAM, CITY CLERK

BY:

[Signature]  
CHARLES F. DODGE, CITY MANAGER

**CONTRACTOR:**

FPI SECURITY SERVICES, INC.

Signed By:

[Signature]

Printed Name:

Daniel Gonzalez

Title:

Vice President



# Security Guard Services

## Request for Proposals # TS-22-13

<b>General Information</b>		
Project Cost Estimate	\$700,000 annually	See Section 1.7.1
Project Timeline / Contract Term	This contract shall be for an initial three-year period with two additional three-year renewal terms.	See Section 1.7.6
Evaluation of Proposals	Evaluation Committee	See Section 1.10
Non-Mandatory Virtual Pre-Bid Meeting	10:00 a.m. on February 16, 2023 livestreamed on <a href="https://ppines.webex.com/meet/purchasing">https://ppines.webex.com/meet/purchasing</a> from the Public Services Building, Large Conference Room, located at 8300 S. Palm Drive, Pembroke Pines, FL 33025.	See Section 1.11.1
Question Due Date	February 20, 2023	See Section 1.11
Proposals will be accepted until	2:00 p.m. on February 28, 2023	See Section 1.11
Proposal Security / Bid Bond	Not Applicable	Not Applicable
Payment and Performance Bonds	Not Applicable	Not Applicable
Grant or Federal Funding Information	Not Applicable	Not Applicable

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



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## **SECTION 1 - INSTRUCTIONS**

### **1.1 NOTICE**

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

#### **RFP # TS-22-13 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 <https://ppines.bonfirehub.com/> website.

If you have any problems downloading the solicitation, please contact the Bonfire Support at [Support@GoBonfire.com](mailto:Support@GoBonfire.com).

If additional information help is needed with downloading the solicitation package please contact the Procurement Department at (954) 518-9020 or by email at [purchasing@ppines.com](mailto:purchasing@ppines.com). The Procurement Department 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 "Messages" section for the specific project on the <https://ppines.bonfirehub.com/> website. Under the "Messages" section, vendors will find the "Opportunity Q&A" tab in which they can ask their specific question(s). Responses to the questions will be provided online at [https://ppines.bonfirehub.com](https://ppines.bonfirehub.com/). Such request must be received by the "Question Due Date" stated in the solicitation. The issuance of a response via Bonfire 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, February 28, 2023.** Proposals must be **submitted electronically at <https://ppines.bonfirehub.com/>**. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk's Office, in the City Hall Administration Building, 4<sup>th</sup> Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

#### **1.1.1 VIRTUAL BID OPENING**

The City may not be opening up the physical location for public access.

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



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

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

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

- WebEx Meeting Link: <https://ppines.webex.com/meet/purchasing>
- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

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

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

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

## **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, Pembroke Pines, FL 33331	7:00 p.m. - 7:00 a.m. Mon - Fri  24 hours per day Sat & Sun	1 Unarmed Officer	108	5,616
Storage Lot 10801 Pembroke Road, Pembroke Pines, FL 33025	7:00 p.m. - 7:00 a.m.  7 days per week	1 Unarmed Officer with a Marked/Lighted Golf Cart	84	4368
Pines Place Guardhouse 8210 Florida Drive, Pembroke Pines, FL 33025	24 hours per day 7 days per week	1 Unarmed Officer	168	8,736
Howard C. Forman Human Services Campus 8300 S. Palm Drive, Pembroke Pines, FL 33025 (Various Other Locations)	7:00 p.m. - 7:00 a.m.  7 days per week	1 Unarmed Officer with a Marked/Lighted Patrol Vehicle	84	4,368
Utilities Customer Services 8300 S. Palm Drive, Pembroke Pines, FL 33025	6:30 a.m. - 6:00 p.m. Mon - Thu	1 Armed Officer	46	2,392
WasteWater Treatment Plant 13955 Pembroke Road, Pembroke Pines, FL 33027	24 hours per day 7 days per week	1 Unarmed Officer with a Marked/Lighted Golf Cart	168	8,736
City Hall 601 City Center Way, Pembroke Pines, FL 33025	7:00 a.m. - 6:30 p.m. Mon - Thu	City Center Armed Security Officer	46	2,392
Central EDC (Summer Session) 12200 Sheridan Street, Building P Pembroke Pines, FL 33026	6:30 a.m. - 6:30 p.m. Mon - Fri	Class G Armed Security Officer with Guardian Program Training	60	540
West EDC (Summer Session) 1600 SW 184 Avenue, Pembroke Pines, FL 33029	6:30 a.m. - 6:30 p.m. Mon - Fri	Class G Armed Security Officer with Guardian Program Training	60	540

#### **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:

- Unarmed Security Officer
- Armed Security Officer
- Class G Armed Security Officer with Guardian Program Training
- City Center Armed Security Officer
- 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 / Mobile Phone Application, etc.:** The proposer shall identify the various aspects of their Communication System and how it will best meet the needs of the City and Contractor. The Communication System may be two-way handheld radios, licensed for use by the FCC, that are provided by the Contractor(s) to all on-duty personnel. The proposer may also utilize alternative systems, such as mobile



phone applications that track employees while on duty and allow a system for the employees to check-in with central dispatch, etc.

- 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, status checks (radio or otherwise), failure to report for duty, etc.). The Central Dispatch Center shall conduct routine 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 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 Infraction Fees 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:** The Communications System 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) Ensure that the speed and quality of communications (radio or otherwise) is not detrimentally impacted by on-air congestion. If applicable, the Selected



Proposer(s) should select a channel, (i.e., frequency that is not overloaded with non-contract users).

- 2) 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.
- 3) Have a sufficient number of spare equipment (such as but not limited to radios, chargers and charged batteries) in stock to provide for those that are inoperative in the field or in the repair shop. Malfunctioning communication devices (radios, etc.) shall be replaced within four (4) hours.
- 4) Ensure that all communication 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 Municipal Security 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 Municipal Security Manager or designee shall be the sole judge of the adequacy of the Communication Systems.

### **1.5.3 Uniforms and Equipment**

#### **A) Standard Uniform for Security Officers**

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, Corfam shoes or all black rubber sole shoes, 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), for shifts during night time or in dark places.
- 3) Communication equipment such as two-way radio, licensed for use by the Federal Communications Commission (FCC) or alternative systems as approved by the City.
- 4) The following equipment shall be optional for security officers to carry, however the City highly recommends this equipment:
  - a. Mace foam style (officer shall be certified as per Florida State Statutes.)
  - b. 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 Municipal Security 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 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 Municipal Security Manager.
- 7) Any incident that involves the display or discharge of a firearm shall be immediately reported to the City's Municipal Security 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 equipment 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 Municipal Security 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 Municipal Security 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 Municipal Security 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 Infraction Fees.

**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 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:

<b>License and Identification Cards</b>	<b>Requirement</b>
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 and Security Officers**

#### **A) General**

The Project Manager(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 Municipal Security Manager or designee upon request. The City Municipal Security 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) 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 and shall be initiated and paid for by the Contractor.
- 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) Class G Armed Security Officer with Guardian Program Training**

Selected Proposer(s) shall provide Class G Armed Security Officer(s) with Guardian Program Training when required by the City. All Class G Armed Security Officer(s) with Guardian Program Training shall meet the requirements listed under section **1.5.5(B)** “**Security Officer**” along with the following requirements:

- 1) Shall have a valid Class “G” 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) Candidates must pass a psychological evaluation administered by a licensed psychologist designated by the Department of Law Enforcement and submit the results of the evaluation to the County’s Sheriff’s office.
- 3) Submit to and pass an initial drug test and subsequent random drug tests in accordance with the statutory requirements and the County’s Sheriff’s office.
- 4) Successfully complete ongoing training, weapon inspection, and firearm qualification on at least an annual basis.
- 5) Shall have completed the 144-hour “Coach Aaron Feis Guardian Program,” consisting of 12 hours of a certified nationally recognized diversity training and 132 total hours of comprehensive firearm safety and proficiency training



conducted by Criminal Justice Standards and Training Commission-certified instructors, or as revised from time to time.

**D) City Center Armed Security Officer**

Selected Proposer(s) shall provide Class G Armed Security Officer for the Lobby Security Desk located on the first-floor lobby of the Charles F. Dodge City Center. This Security Officer shall meet the requirements listed under section **1.5.5(C) "Class G Armed Security Officer with Guardian Program Training,"** however the officer may substitute the "Coach Aaron Feis Guardian Program" requirements, for the at least one of the following requirements:

- 1) Prior military experience; or
- 2) Prior Certified Law Enforcement Officer.

**E) 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 Municipal Security 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 Municipal Security 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 driving 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 Municipal Security 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, unless specified otherwise. 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) 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).
  - 13) 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.
  - 14) Monitor and operate facility fire alarm and intrusion detection systems and other protection devices or facility equipment as required.
  - 15) 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.



- 16) 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.
  - 17) Operate a marked motor vehicle where required.
  - 18) Maintain order and uses good judgment and discretion in handling unruly or trespassing public.
  - 19) 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.
  - 20) Provide escort services to City employees and visitors as required.
  - 21) Maintain a professional atmosphere within areas of assignment.
  - 22) 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 Infraction Fees may be assessed.
  - 23) 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.
  - 24) 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 (such as from the Pines Place Guardhouse) or calling offices in office building (such as City Hall) to confirm that the person is allowed access to the property, or confirming via a list, provided by the City, of authorized individuals.
- B) **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 Municipal Security Manager or designee within thirty (30) minutes of notification.
- 13) Meets with the City's Municipal Security 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 Infraction Fees 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 Infraction Fees 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 Infraction Fees 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 Infraction Fees or a Contractor(s) Non-Performance being issued.

Note: In regards to the "Class G Armed Security Officers with Guardian Program Training" that provide services to the Early Development Centers (EDCs) during summer, they typically would take their break in place, and notify the site management team when they had to use the restroom.

In regards to the "City Center Armed Security Officer" the security officer would normally "break in place" and also coordinate with the City's Municipal Security Manager's Office, in which a member of the City's Municipal Security Manager's Office would usually cover the post while the officer takes a restroom break.

Specifics would be coordinated between the awarded contractor(s) and the City's Municipal Security Manager.

**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) eight (8) hours of notice for new assignments. Failure to provide services may result in Infraction Fees 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 security officers 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 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 Municipal Security 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 Municipal Security 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 Municipal Security 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 Municipal Security 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 Municipal Security 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 Infraction Fees and/or a Selected Proposer(s) Non-Performance.

#### **1.6.13 Failure to Perform**

1) **Infraction Fees:** Selected Proposer(s) shall be liable for damages, indirect or direct, resulting from its failure to meet all contractual requirements or standards. City's Municipal Security Manager or designee, in their sole discretion, will determine the damages arising from such failure. City's Municipal Security Manager's or designee's assessment of all Infraction Fees 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 Infraction Fees to the City. This check shall be submitted to the Technology Services



office, attention to the City’s Municipal Security 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 Infraction Fees 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 Infraction Fees. 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 Municipal Security Manager or designee. A written notice of a violation and intent to impose Infraction Fees 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 Municipal Security Manager or designee, in order to afford the Selected Proposer(s) time to notify the City of extenuating circumstances.

<b>Infractions</b>	<b>Violation</b>	<b>Special Violation</b>
The 1st infraction may result in Infraction Fees 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 Infraction Fees 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 Municipal Security Manager or designee. Violations that may result in the assessment of Infraction Fees 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 Municipal Security 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 Infraction Fees
- 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 Infraction Fees assessed for infractions on any Contract issued as a result of this Solicitation. Such conduct constitutes a violation that may result in additional Infraction Fees 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 Municipal Security 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 Municipal Security 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 PROJECT COST ESTIMATE, TIMELINE & CONTRACT PERFORMANCE**

### **1.7.1 Project Cost Estimate and Burden Rate**

Staff estimates this project to cost approximately \$700,000 annually, which does not include owner's contingency.

### **1.7.2 Burden Rate**

In addition to proposing the hourly wages for each position included in the contract, the proposer will be required to submit their proposed burden rate for the employees.

The Contractor shall have sole responsibility for determining and providing benefits for Contractor employees. These costs will be included as part of the Contractor's proposed Burden Rate.

In addition to any applicable employee benefits and other payroll costs, including taxes, the Burden Rate shall also cover, but not be limited to the Contractor's applicable Overhead and Profit, Printing/Copying Costs, Insurance, Contractor's Technology Software Systems, Communications Systems, Firearms, Equipment, Internet Costs, Office Supplies, Logbooks, Tools, Uniforms, etc.

The Burden Rate shall be multiplied by the hourly wages of the employees, and then added to the hourly wage for the employees to determine the actual billable hourly rate for the employees.

For example, if the proposer proposes an hourly wage of \$15.00 and a burden rate of 35%, the total billable rate for that position would be \$20.25.



**1.7.3 Invoicing**

The Contractor will invoice the City each month for hourly services actually performed. The invoice shall include the employee names, positions, hourly wage, burden rate, and billable rate for the employees, the guard post locations, along with the times worked and number of hours they have worked for each specified day in the specified billing period.

The Contractor shall prepare verification data of any items questioned for the amount claimed and provide complete cooperation during such investigation of any areas in the invoice subject to question. The City will be responsible for paying the remainder of each month’s invoice when individual invoice line-items are awaiting dispute resolution. Invoices shall include backup for all cost, including but not limited to logbook entries, printouts of electronic site check-ins though guard tour systems, etc.

**1.7.4 Minimum Wage**

On November 3, 2020, Florida voters approved Florida Amendment 2, which amended Florida’s constitution to gradually increase the state’s minimum wage from \$8.56 an hour to \$15 an hour by the year 2026, according to the following schedule:

<b>Effective Date</b>	<b>Minimum Wage</b>	<b>Increase \$</b>	<b>Increase %</b>
Jan. 01, 2021	\$ 8.65	\$0.09	1.05%
Sep. 30, 2021	\$10.00	\$1.35	15.61%
Sep. 30, 2022	\$11.00	\$1.00	10.00%
Sep. 30, 2023	\$12.00	\$1.00	9.09%
Sep. 30, 2024	\$13.00	\$1.00	8.33%
Sep. 30, 2025	\$14.00	\$1.00	7.69%
Sep. 30, 2026	\$15.00	\$1.00	7.14%

As a result, the City recommends for the proposed contractors to propose hourly wages for the proposed positions under this contract to be at least \$15 per hour.

**1.7.5 Annual Adjustments**

The hourly wages for the Contractor’s employees shall be automatically adjusted annually according to the annual Consumers Price Index (CPI) for All Urban Consumers (CPI-U) Miami-Ft. Lauderdale, FL Area, Not Seasonally Adjusted as published by US Dept. of Labor for the month of April or 3%, whichever is less, but not less than 0%.

In the event that there is a drastic increase in CPI, and the Contractor feels that an increase in excess of the rate above is needed, the Contractor shall provide documentation to justify any additional increase, which must be approved by the City via a written amendment.



### **1.7.6 Contract Length**

This contract shall be for an initial three-year period with two additional three-year renewal terms.

### **1.7.7 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.

### **1.7.8 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.

### **1.7.9 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 SUBMISSION**

The <https://ppines.bonfirehub.com> website allows for vendors to complete, scan and upload their documents as part of the proposer's submittal on the website.

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



The Bonfire system utilizes "Questionnaires" to request the following information from prospective proposers.

### **1.8.1 Project Cost: Pricing Sheet / Bid Tables (25 points)**

1. The vendor must download the City's Pricing Sheet (**Attachment D: Pricing Sheet / Proposed Shift Schedule**) and provide their pricing by updating the yellow highlighted cells and uploading the document in excel format under the Pricing Sheet / Bid Tables section on the Bonfire website.

### **1.8.2 Questionnaires**

#### **Tab 1 - Experience and Ability (25 points):**

The relative experience and qualification of each applicant's proposed team, with respect to the project scope, will be judged and a relative rating assigned. This parameter expresses the general and specific project-related capability of the 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. Explain your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm.
2. Describe the size of your firm.
3. Describe your firm's financial history, strength and stability.
4. Describe your firm's range of activities.
5. Describe the specialized experience and technical competence of the firm or persons with respect to working on similar projects
6. Do you have a minimum of two (2) years' experience? Please provide proof of such experience.
7. The firm must provide information on their proximity to and familiarity with the area in which the project is located.
8. Explain the availability and access to the firm's top level management personnel.
9. 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.
10. 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.
11. Provide summaries of key persons and on-site staff to be assigned to the project with emphasis on their experience with similar work.
12. Explain the ability and experience of the field staff with specific attention to project related experience.



13. Contractor should list any applicable qualification, including education, experience, honors and awards received, and professional associations of which the firm and/or its personnel are members.
14. Provide the recent, current, and projected workload of the firm.
15. What is your reputation compared to your peers in the market?
16. What is your reputation like among customers and how have you developed it?
17. How does your service differ from similar competitors'? How do you win and retain business?
18. 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 2 - Previous Experience / References Form (15 points):**

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

In regards to the References Form portion, you will have the ability to enter information for 5 different references including the Reference Contact Information and the specific Project Information.

In addition, **do not provide references for City of Pembroke Pines projects.**

1. **Previous Experience:**
  - a. How many clients have you provided Services for?
  - b. What similar or related projects have you worked on within the past three years?
  - c. What challenges did you face and how did you overcome them?
  - d. How many of your clients are repeat clients?
  - e. How much of your revenue is derived from managing projects similar to ours?
2. **References Form:** Please provide references for your Services.
  - a. **References Contact Information**
    - i. Name of Firm, City, County or Agency
    - ii. Address
    - iii. Contact Name
    - iv. Contact Title
    - v. Contact E-mail Address



vi. Contact Telephone #

**b. Project Information**

- i. Name of Contractor Performing the work
- ii. Name and location of the project
- iii. Nature of the firm's responsibility on the project
- iv. Project duration
- v. Completion (Anticipated) Date
- vi. Size of project
- vii. Cost of project
- viii. Work for which staff was responsible
- ix. The results/deliverables of the project

**Tab 3 - Firm's Understanding and Approach to the Work (30 points):**

**1. Statement of Understanding:**

- a. Provide a narrative statement demonstrating an understanding of the overall intent of this RFP, 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. Provide a summary explanation of your Emergency Plan addressing the 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. Note – Please upload a copy of the plan (**See section 1.8.4 for additional information**).
  - b. Describe the Proposer's past participation and proposed approach in emergency drills.
5. **Communication and Dispatching System:**
  - a. Please identify the location of the Central Dispatch Office.
  - b. Is the Central Dispatch Office independently operated by the Contractor? If not, please advise who operates the Central Dispatch Office.
  - c. Explain whether or not the proposer will utilize two-way handheld radios, or an alternative method. If using an alternative method, please advise why the proposer believes that the alternative method is the best solution.
  - d. 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.
  - e. How would the contractor ensure that the speed and quality of communications (radio or otherwise) is maintained throughout the contract between the Contractor's staff, Central Dispatch Office, and City.
  - f. How will the Contractor ensure that the security officers are actively performing their required duties. This may include use of guard tour systems or similar, radio calls, or GPS. The City may, at its discretion, request a real-time demonstration of the Contractor's proposed system, as part of the oral presentations or visits to the Contractor's other existing sites prior to contract award.
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, 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. Describe how the proposer staff's the necessary amount of employees to reduces the likelihood of staff members having to work overtime hours.
- d. 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.
- e. 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.
- f. Describe in detail the personnel development plan and professional opportunities for the Proposer's personnel, turnover rate and retention procedures implemented by the Proposer.
- g. Describe the proposer's employee benefit plan, including what health benefits, insurance, retirement plans, paid time off, etc. that the proposer provides to their employees covered under this contract. Note – Please upload a copy of the plan (**See section 1.8.4 for additional information**).

**8. Training Program:**

- a. Describe and the current and proposed training program implemented by the Proposer to train its personnel. Note – Please upload a copy of the proposer's current training manual describing (**See section 1.8.4 for additional information**) 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 officers
  - iii. Orientation of newly hired security officers
  - 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 **June 1st, 2023**.



- b. Identify if the proposer anticipates a need to hire additional staff, implement new training schedule, purchase of equipment, etc., to provide services under this contract. Proposer should include a time-line to get this accomplished.

**10. Concerns:**

- a. Identify any issues or concerns of significance that may be appropriate.

**1.8.3 Other Completed Questionnaires**

- 1. Contact Information Form
- 2. Proposer's Background Information
- 3. Vendor Registration Checklist

**1.8.4 Other Completed Documents**

- 1. Attachment A: Non-Collusive Affidavit
- 2. Licenses:
  - a. 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.
- 3. Emergency Plan
  - a. Provide your Emergency Plan addressing the 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.
- 4. Employee Benefit Plan
  - a. Provide a copy of your employee benefit plan, including what health benefits, insurance, retirement plans, paid time off, etc. that the proposer provides to their employees covered under this contract.
- 5. Current Training Program Manual
  - a. 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.



Note – 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 officers
- iii. Orientation of newly hired security officers
- iv. Continuing education/training
- v. In-service training/on the job training
- vi. Training resources
- vii. Training instructors

### **1.8.5 Optional Documentation**

#### **1. Trade Secrets:**

- a. The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.
- b. Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.
- c. EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE BONFIRE WEBSITE AS A SEPARATE ATTACHMENT, IN THIS SECTION, CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.



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

**2. Financial Statements:**

- a. The City is **not** requesting the vendor to submit any financial statements for this project and prefers if the vendor does not submit financial statements. In addition, if the City needs a copy of the vendor's financial statements, the City can contact the vendor after the bid due date to request those documents. However, if the vendor does submit the financial statements, they should be uploaded in this section.
- b. Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

**3. Additional Information:**

- a. 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 VENDOR REGISTRATION DOCUMENTS**

The <https://ppines.bonfirehub.com/> website will allow vendors to update their information and documents on an as-needed basis. This process is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will allow vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

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



The following documents can be completed prior to the bidding process through the <https://ppines.bonfirehub.com/> website and do not need to be attached to your submittal as the Bonfire website will automatically include it.

**1.9.1 Vendor Information Form**

**1.9.2 Form W-9 (Rev. October 2018)**

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

**1.9.3 Company Profile Form**

**1.9.4 Sworn Statement on Public Entity Crimes Form**

**1.9.5 Equal Benefits Certification Form**

**1.9.6 Vendor Drug-Free Workplace Certification Form**

**1.9.7 Scrutinized Company Certification**

**1.9.8 E-Verify System Certification Statement**

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

**1.9.9 Veteran Owned Small Business Preference Certification**

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



**1.9.10 Local Business Tax Receipts**

**1.9.11 Local Vendor Preference Certification**

**1.10 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

<b>Criteria</b>	<b>Points</b>
Project Cost	25 points
Experience and Ability	25 points
Previous Experience / References Form	15 points
Firm's Understanding and Approach to the Work	30 points
Local Vendor Preference/ Veteran Owned Small Business Preference*	5 points
<b>Total Points</b>	<b>100 points</b>

*\*Please note that the Local Vendor Preference is used to evaluate the submittals received from proposers and are assigned point totals, a preference of five (5) points of the total evaluation point shall be given to the Local Pembroke Pines Vendor(s); a preference of two and a half (2.5) points of the total evaluation point shall be given to the Local Broward County Vendor(s), all other vendors shall receive zero (0) points. Vendors must submit the attached Local Vendor Preference Certification Form in order to qualify for these evaluation points.*

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

*All other vendors shall receive zero (0) points.*

- C. The Evaluation Committee shall have the option to short-list the proposers based on the criteria listed above. In addition, the Evaluation Committee may schedule a meeting for the firms to make presentations and answer questions of clarification as part of its evaluation. As part of this process, the firms shall have officials of the appropriate



management level present and representing the firm. The project manager should be available. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished.

- D. The Evaluation Committee will make a recommendation to the City Commission for award of contract. The contract shall be awarded to the most responsive/responsible proposer(s) whose proposal(s) is/are determined to be the most advantageous to the City taking into consideration the evaluation criteria. The City intends to award a primary, secondary and tertiary firm to ensure that the City has coverage during the term of the contract(s).

**1.10.1 SCORING FOR PROJECT COST CRITERIA**

The Evaluation Committee will utilize the following when calculating the weighted score of each vendor related to the **Project Cost** criteria.

The **Project Cost** for each proposer will be multiplied against the City’s estimated amounts, to determine the Proposal amounts for each proposer.

Then the **Lowest Proposal** will be divided by **Proposer “X” Cost Proposal** times the **Maximum Available Points for the Pricing Criteria = Proposer “X” Cost Score.**

**Example:**

- Firm “A” cost proposal is \$10,000 and is the lowest cost proposal
- Firm “B” cost proposal is \$15,000
- Firm “C” cost proposal is \$20,000

Maximum Points Available for the “Project Cost” criteria: 25

Calculation:

- Firm “A”: Lowest price and receives 25 points
- Firm “B”:  $\$10,000/\$15,000 \times 25$  points = 16.67 points
- Firm “C”:  $\$10,000/\$20,000 \times 25$  points = 12.50 points

**1.11 TENTATIVE SCHEDULE OF EVENTS**

<b>Event</b>	<b>Time &amp;/or Date</b>
Issuance of Solicitation (Posting Date)	<b>February 7, 2023</b>
Non-Mandatory Pre-Bid Meeting	<b>February 16, 2023 at 10:00 a.m.</b>
Question Due Date	<b>February 20, 2023</b>
Anticipated Date of Issuance for the Addenda with Questions and Answers	<b>February 22, 2023</b>
Proposals will be accepted until	<b>2:00 p.m. on February 28, 2023</b>
Proposals will be opened at	<b>2:30 p.m. on February 28, 2023</b>



Evaluation of Proposals by Evaluation Committee	<b>March 2023</b>
Recommendation of Contractor to City Commission award	<b>April 2023</b>
Anticipated Contract Commencement Date	<b>June 1, 2023</b>

**1.11.1 NON-MANDATORY VIRTUAL PRE-BID MEETING**

There will be a non-mandatory virtual pre-bid meeting on **February 16, 2023 at 10:00 a.m.** livestreamed from the Public Services Building, Large Conference Room, located at 8300 S. Palm Drive, Pembroke Pines, FL 33025.

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

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

- WebEx Meeting Link: <https://ppines.webex.com/meet/purchasing>
- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the **Cisco Webex Meetings app** from <https://www.webex.com/downloads.html/>, to view, listen and participate in the meeting.

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

Danny Bedit, Procurement Department  
 City of Pembroke Pines  
 8300 South Palm Drive,  
 Pembroke Pines, FL 33025  
 954-518-9022  
[purchasing@ppines.com](mailto:purchasing@ppines.com)

**1.12 SUBMISSION REQUIREMENTS**

Bids/proposals **must be submitted electronically** at <https://ppines.bonfirehub.com/> on or before **2:00 p.m. on February 28, 2023.**



Please note vendors should be registered on Bonfire 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.

In addition, the vendor must complete any questionnaires on the <https://ppines.bonfirehub.com/> website and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded.

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 <https://ppines.bonfirehub.com/> website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. Bonfire 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 [Support@GoBonfire.com](mailto:Support@GoBonfire.com) with ample time before the bid closing date and time.

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

**1.13 FREQUENTLY ASKED QUESTIONS (FAQs)**

**1.13.1 CURRENT CONTRACT**

Question # 1	Who is the current incumbent?
Answer	The City is currently using FPI Security Services, Inc.

Question # 2	What is the current annual contract amount?
Answer	\$705,037.12

Question # 3	Has the city enforced Liquidated Damages or Infraction Fees during the current contract term? If so, please provide the total amount of damages enforced.
Answer	No.

**1.13.2 CURRENT STAFFING AND RATES**

Question # 1	How many security officers do you currently have and is current provider operating under a collective bargaining agreement?
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Answer	The current contractor provides approximately 23 guards throughout the City's various locations and these guards are not under a collective bargaining agreement.
Question # 2	Please provide the current provider billing rates and employee wages?
Answer	<p>Below are the current regular hourly billable rates (not the hourly wages that the guard receives):</p> <p>\$16.85 - Unarmed Security Officer \$16.85 - Armed Security Officer \$27.00 - Class G Armed Security Officer with Guardian Program Training \$31.67 - City Center Armed Security Officer \$0.45 - Marked/Lighted Security Golf Cart Patrol \$2.25 - Marked/Lighted Security Car Patrol</p> <p>The City is not currently aware of what the hourly wages are for the employees provided by the current contractor.</p>
Question # 3	Is there a prevailing wage?
Answer	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.
Question # 4	Will annual billing rate adjustments be allowed based upon wage increases?
Answer	See Section 1.7.5.
Question # 5	Do you require onsite superior?
Answer	No.
Question # 6	Is the project manager position part of the estimated total hours listed or are these in addition to those listed hours? Is the position billable or non-billable?



Answer	No. In regards to the “Selected Proposer’s Project Manager”, per Section 1.5.5 (E), “[...] This position shall be at no direct cost to the City[...]”
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Question # 7	How many hours of on-the-job training are new officers required to complete?
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Answer	Training shall be determined by proposer based on regulatory requirements and certifications, along with best practices.
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Question # 8	Can you please describe the post duties at the City Center Armed Security Officer position?
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Answer	The primary mission of the City Center Armed Security Officer is to stop any lethal threats. The secondary mission requires the officer to interact with City employees and visitors, sign-in and sign-out visitors, and monitor the City’s Video Management System for the City Center facility. The officer also opens and secures the building daily for the 4-day work week, from Monday through Thursday. A key attribute for any officer filling this position would be to have effective communication skills and proficient report writing.
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**1.13.3 EQUIPMENT**

Question # 1	What type of security surveillance equipment exists?
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Answer	Cameras and checkpoint scanners at the Health Park and Academic Village. The City Center facility also has a Video Management System.
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Question # 2	Do you require portable 2-way radios?
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Answer	No.
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Question # 3	Does the contractor need to provide radio repeaters or are these already in place?
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Answer	The City does not anticipate that the contractor would need to provide any radio repeaters.
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**1.13.4 VEHICLES**

Question # 1	Does the City have a preference for the Marked/Lighted Patrol Vehicle? Sedan, SUV, Compact, Electric, etc.?
Answer	No. However all vehicles must be in good working order, must be of good professional appearance, and approved by the City before use.

Question # 2	What is the average annual mileage or weekly mileage for patrol vehicles?
Answer	<p>The City cannot confirm the current weekly miles, however the number of miles used is very minimal.</p> <p>A Marked/Lighted Golf Cart is currently needed at the Pembroke Road Storage Lot and the Wastewater Treatment Plant.</p> <p>While a Marked/Lighted Patrol Vehicle is currently needed at the Howard C. Forman Human Services Campus.</p> <p>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.</p>

Question # 3	Can fuel for the vehicles be direct billed?
Answer	No, fuel cannot be billed to the City.

**1.13.5 OTHER**

Question # 1	Does the central dispatch center need to be locally operated?
Answer	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.”



**SECTION 2 - INSURANCE REQUIREMENTS**

2.1 INDEMNIFICATION:

Yes No

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

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

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

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

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



Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

2.6 REQUIRED INSURANCE

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

Yes No

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

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

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

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

Yes No

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

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



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

Yes No

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

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

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

Yes No

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

Yes No

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

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

Yes No

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



Yes No

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

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

Yes No

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

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

Yes No

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

Yes No

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



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

Yes No

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

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

Yes No

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

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

Yes No

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



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

Yes No

✓  2.6.13 General Liability/Professional Liability: \$3,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage which shall include coverage under the policy for the armed operations of all security guard personnel. If the use of firearms is covered under a special insurance policy, the City should be named as an Additional Insured on the policy. A base policy can be combined with excess coverage to equal the \$3MM. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

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

2.7 REQUIRED ENDORSEMENTS

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

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

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

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



**SECTION 3 - GENERAL TERMS & CONDITIONS**

**3.1 EXAMINATION OF CONTRACT DOCUMENTS**

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

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

**3.2 CONFLICT OF INSTRUCTIONS**

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

**3.3 ADDENDA or ADDENDUM**

A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item). Vendors submitting a proposal should check the Bonfire website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through Bonfire 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 "Messages" section for the specific project on the <https://ppines.bonfirehub.com/> website. Under the "Messages" section, vendors will find the "Opportunity Q&A" tab in which they can ask their specific question(s). Responses to the questions will be provided online at <https://ppines.bonfirehub.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 Bonfire. The issuance of a response via Bonfire is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Bonfire 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 Bonfire support at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the Purchasing Department at [purchasing@ppines.com](mailto: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.

Proposer 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 proposer's 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, Proposers 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 proposer's expense.

### **3.10 ESTIMATED QUANTITIES**

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased pursuant to this solicitation. Estimated quantities will be used for comparison and ranking purposes only. The City is not obligated to contract for a given amount of commodities/services subsequent to the award of this solicitation. The City reserves the right to issue separate purchase orders as needed, issue a blanket purchase order, and release partial quantities, or any combination of the preceding as deemed necessary by the City.

### **3.11 DEVELOPMENT COSTS**

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

### **3.12 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.

Proposer 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 proposer.

### **3.13 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.

### **3.14 TAX EXEMPT STATUS**

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

### **3.15 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.

### **3.16 COPYRIGHT OR PATENT RIGHTS**

Proposer 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.

### **3.17 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, in the Vendor Registration module on the Bonfire website, 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 Proposer for any goods, services or materials furnished.

### **3.18 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.

### **3.19 FACILITIES**



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

**3.20 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.

**3.21 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 proposer 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 proposer 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.

**3.22 MANUFACTURER'S CERTIFICATION**

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

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

**3.24 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS**

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

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

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall



remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

Therefore, proposers 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.

**3.25 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 proposer, 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 proposer from bid list(s).

**3.26 BID PROTEST**

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

**3.27 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.

**Indemnification for Design Professionals and Construction Contracts:** The Successful Proposer shall indemnify and hold harmless the CITY, its officers and employees, from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the CITY, its officers and employees, may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent such claims are caused by the negligence, recklessness, or intentional wrongful conduct of the Successful Proposer and other persons employed or utilized by the Successful Proposer during performance of the resulting Agreement.

**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.

### 3.28 DEFAULT PROVISION

In the case of default by the proposer or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the proposer 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 Proposer 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 Proposer to meet any terms of this agreement, the City will notify the Proposer 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 Proposer 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 Proposer shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Proposer 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.

### 3.29 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.

**3.30 LOCAL GOVERNMENT PROMPT PAYMENT ACT**

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

**3.31 SCRUTINIZED COMPANIES LIST**

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

- (a) Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
  1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
  2. Is engaged in business operations in Syria.

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

**3.32 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS**

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

Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.



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

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

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

**3.33 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES**

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

At the option of the vendor/contractor, the use of the contract resulting from this

solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

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

**3.34 CONE OF SILENCE**

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

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

(2) The City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a sealed competitive solicitation, including any member of the selection/evaluation committee.

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



solicitation, or takes other action which ends the sealed competitive solicitation process.

**Permitted Communication:** The cone of silence shall not apply to:

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

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

(3) Contract negotiations with the selected entity.

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

**3.35 E-VERIFY**

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

1) Definitions for this Section:

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

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

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

2) Registration Requirement; Termination:

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

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

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

c) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply



will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

### **3.36 JESSICA LUNSFORD ACT**

Background screening requirements for Contractor's performing services for or at City's Charter Schools. (1) Except as provided in §§1012.467 or 1012.468, Florida Statutes, non-instructional school employees or contractual personnel who (i) are permitted access on school grounds when students are present, (ii) who have direct contact with students or, (iii) who have access to or control of school funds must meet level 2 screening requirements as described in §1012.32, Florida Statutes. Contractual personnel shall include any Contractor, individual, or entity under contract with the City engaged to perform services for or at City's Charter Schools.

(2) Every 5 years following employment or entry into a resulting contract in a capacity described in subsection (1), each person who is so employed or under contract with the City must meet level 2 screening requirements as described in §1012.32, Florida Statutes, at which time the City shall request the Department of Law Enforcement to

forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening. If, for any reason following employment or entry into a resulting contract in a capacity described in subsection (1), the fingerprints of a person who is so employed or under contract with the City are not retained by the Department of Law Enforcement under §1012.32(3)(a) and (b), Florida Statutes, the person must file a complete set of fingerprints with the City. Upon submission of fingerprints for this purpose, the City shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening, and the fingerprints shall be retained by the Department of Law Enforcement under §1012.32(3)(a) and (b), Florida Statutes. The cost of the state and federal criminal history check required by level 2 screening shall be borne by the Contractor, or the person fingerprinted. Under penalty of perjury, each person who is employed or engaged to perform a resulting contract in a capacity described in subsection (1) must agree to inform his or her employer or the party with whom he or she is under contract within 48 hours if convicted of any disqualifying offense while he or she is employed or under a resulting contract in that capacity. (3) If it is found that a person who is employed or under contract in a capacity described in subsection (1) does not meet the level 2 requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.



**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 \_\_\_\_\_

# ACORD CERTIFICATE OF LIABILITY INSURANCE

Exhibit "A"

DATE (MM/DD[YY])

PRODUCER

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

## INSURERS AFFORDING COVERAGE

INSURED

**YOUR COMPANY NAME HERE**

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

**Companies providing coverage**

## COVERAGES

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

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

**Certificate must contain wording similar to what appears below**

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL

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

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THE CERTIFICATE HOLDER SHALL MAIL 30 DAYS WRITTEN NOTICE TO THE PRODUCER.

**City Must Be Named as Certificate Holder**

AUTHORIZED REPRESENTATIVE



**CONTRACTUAL SERVICES AGREEMENT**

**THIS IS AN AGREEMENT**, dated the \_\_\_\_\_ day of \_\_\_\_\_, «Contract\_Signature\_Year», by and between:

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

and

«Vendor\_Name\_Upper\_Case», a «Vendor\_Business\_Type», authorized to do business in the State of Florida, with a business address of «Vendor\_Address\_Line\_1», «Vendor\_Address\_Line\_2» (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

**WITNESSETH:**

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

**ARTICLE 1**  
**PREAMBLE**

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

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

**«Solicitation\_Type\_Abbreviation» # «Solicitation\_Number»**  
**“«Solicitation\_Title»”**

1.2 On «Bid\_Opening\_Date», the bids were opened at the offices of the City Clerk.

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



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

## **ARTICLE 2**

### **SERVICES AND RESPONSIBILITIES**

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

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

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

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

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

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

2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the



work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

### **ARTICLE 3**

#### **TERM AND TERMINATION**

3.1 CONTRACTOR shall perform the maintenance services associated with the Property as identified in **Exhibit "A"** attached hereto and made part hereof, for an initial **«Initial\_Contract\_Length»** period commencing on **«Commencement\_Date»** and ending on **«Termination\_Date»**.

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

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

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

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

### **ARTICLE 4**

#### **COMPENSATION AND METHOD OF PAYMENT**

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

4.2 Based on a **«Compensation\_Type»** **«Compensation\_Amount\_Written»** (**«Compensation\_Amount\_Numerical»**), which includes an owner's contingency fee of **«Contingency\_Fee\_Written»** (**«Contingency\_Fee\_Numerical»**), payable in monthly payments for actual services performed for maintenance services. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services.



4.3 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  
601 CITY CENTER WAY, 4<sup>th</sup> FLOOR  
PEMBROKE PINES, FL 33026  
(954) 450-1050  
[mgraham@ppines.com](mailto:mgraham@ppines.com)**

**ARTICLE 20  
MISCELLANEOUS**



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

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

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

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

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

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

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

CITY                      Charles F. Dodge, City Manager



City of Pembroke Pines  
601 City Center Way  
Pembroke Pines, Florida 33025  
Telephone No. (954) 450-1040

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

Contractor    **«Vendor\_Contact\_Title»**  
                  **«Vendor\_Name»**  
                  **«Vendor\_Address\_Line\_1»**  
                  **«Vendor\_Address\_Line\_2»**  
                  **E-mail:               «Vendor\_Email»**  
                  **Telephone No:       «Vendor\_Phone\_Number»**  
                  **Cell phone No:       «Vendor\_Cell\_Number»**  
                  **Facsimile No:       «Vendor\_Fax\_Number»**

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

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

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

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

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



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

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

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

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

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

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

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

20.19 **Scrutinized Companies.** CONTRACTOR, 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.

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HAS BEEN INTENTIONALLY LEFT BLANK**



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

**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

\_\_\_\_\_  
MARLENE D. GRAHAM, CITY CLERK

By: \_\_\_\_\_  
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

**CONTRACTOR:**

«Vendor\_Name\_Upper\_Case»

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

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

**IN WITNESS OF THE FOREGOING**, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, «Contract\_Signature\_Year».

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Typed, Printed or Stamped)

Exhibit "A"

Attachment D (REVISED 2023-03-09)

Vendor Name: \_\_\_\_\_

Security Guard Services - Pricing Sheet / Proposed Shift Schedule

Description	Hourly Wages	Overtime Wages	Burden Rate	Billable Hourly Rates	Billable Overtime Rates	Estimated Regular Hours Per Year	Estimated Overtime Hours Per Year	Total Estimated Annual Cost
Unarmed Officer		\$ -		\$ -	\$ -	31,824		\$ -
Armed Officer		\$ -		\$ -	\$ -	2,392		\$ -
Class G Armed Officer w/ Guardian Program Training		\$ -		\$ -	\$ -	720	360	\$ -
City Center Armed Officer		\$ -		\$ -	\$ -	2,080	312	\$ -
Golf Cart - Marked / Lighted	N/A	N/A	N/A		N/A	13,104		\$ -
Patrol Vehicle - Marked / Lighted	N/A	N/A	N/A		N/A	4,368		\$ -
								\$ -

Location	Schedule	Department	Coding	Type of Security	Regular / Overtime	Number of Hours per week	Number of Hours per year	Number of employees (vehicles) per shift	Cost per hour	Total Cost per week	Total Bi-Weekly Cost	Total Annual Cost
Academic Village (Pool & Water Tank) 17189 Sheridan Street, Pembroke Pines, FL 33331	7:00 p.m. - 7:00 a.m. Mon - Fri 24 hours per day Sat & Sun	Utilities	471-536-6010-534990-0000-000-0000-00510 (60%) & 001-572-7001-534990-0000-000-0000 (40%)	Unarmed Officer	Regular	108	5,616	1	\$ -	\$ -	\$ -	\$ -
Storage Lot 10801 Pembroke Road, Pembroke Pines, FL 33025	7:00 p.m. - 7:00 a.m. 7 days per week	Recreation	001-572-7001-534990-0000-000-0000	Unarmed Officer	Regular	84	4,368	1	\$ -	\$ -	\$ -	\$ -
				Golf Cart - Marked / Lighted	Regular	84	4,368	1	\$ -	\$ -	\$ -	\$ -
Pines Place Guardhouse 8210 Florida Drive, Pembroke Pines, FL 33025	24 hours per day 7 days per week	Housing Division	001-554-8002-534990-0000-000-0000-00603	Unarmed Officer	Regular	168	8,736	1	\$ -	\$ -	\$ -	\$ -
Howard C. Forman Human Services Campus 8300 S. Palm Drive, Pembroke Pines, FL 33025 (Various Other Locations)	7:00 p.m. - 7:00 a.m. 7 days per week	Howard C. Forman Campus	001-519-6008-534990-0000-000-0000	Unarmed Officer	Regular	84	4,368	1	\$ -	\$ -	\$ -	\$ -
				Patrol Vehicle - Marked / Lighted	Regular	84	4,368	1	\$ -	\$ -	\$ -	\$ -
Utilities Customer Services 8300 S. Palm Drive, Pembroke Pines, FL 33025	6:30 a.m. - 6:00 p.m. Mon - Thu	Utilities	471-536-6010-534990-0000-000-0000-00510	Armed Officer	Regular	46	2,392	1	\$ -	\$ -	\$ -	\$ -
WasteWater Treatment Plant 13955 Pembroke Road, Pembroke Pines, FL 33027	24 hours per day 7 days per week	Utilities	471-535-6022-534990-0000-000-0000	Unarmed Officer	Regular	168	8,736	1	\$ -	\$ -	\$ -	\$ -
				Golf Cart - Marked / Lighted	Regular	168	8,736	1	\$ -	\$ -	\$ -	\$ -
City Hall 601 City Center Way, Pembroke Pines, FL 33025	7:00 a.m. - 6:30 p.m. Mon - Thu	Recreation	001-519-6001-534990-0000-000-0000-00345	City Center Armed Officer	Regular	40	2,080	1	\$ -	\$ -	\$ -	\$ -
					Overtime	6	312		\$ -	\$ -	\$ -	\$ -
Central EDC (Summer Session) 12200 Sheridan Street, Building P Pembroke Pines, FL 33026	6:30 a.m. - 6:30 p.m. Mon - Fri	Central EDC	001-569-5002-534990-0000-000-0000-00209	Class G Armed Officer w/ Guardian Program Training	Regular	40	360	1	\$ -	\$ -	\$ -	\$ -
					Overtime	20	180		\$ -	\$ -	\$ -	\$ -
West EDC (Summer Session) 1600 SW 184 Avenue, Pembroke Pines, FL 33029	6:30 a.m. - 6:30 p.m. Mon - Fri	West EDC	001-569-5002-534990-0000-000-0000-00208	Class G Armed Officer w/ Guardian Program Training	Regular	40	360	1	\$ -	\$ -	\$ -	\$ -
					Overtime	20	180		\$ -	\$ -	\$ -	\$ -
<b>Base Total</b>						<b>1,160</b>	<b>55,160</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>10% Owner's Contingency</b>	\$ -	\$ -	\$ -
<b>Grand Total with 10% Contingency</b>	\$ -	\$ -	\$ -

Note: Summer Session at the Early Development Centers are approximately 9 weeks.

Exhibit "A"

Attachment D (REVISED 2023-1

<b>Description</b>
Unarmed Officer
Armed Officer
Class G Armed Officer w/ Guardian Program Training
City Center Armed Officer
Golf Cart - Marked / Lighted
Patrol Vehicle - Marked / Lighted

Location	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Number of Hours per week
Academic Village (Pool & Water Tank) 17189 Sheridan Street, Pembroke Pines, FL 33331	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 11:59pm	12am - 11:59pm	108
Storage Lot 10801 Pembroke Road, Pembroke Pines, FL 33025	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	84
	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	84
Pines Place Guardhouse 8210 Florida Drive, Pembroke Pines, FL 33025	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	168
Howard C. Forman Human Services Campus 8300 S. Palm Drive, Pembroke Pines, FL 33025 (Various Other Locations)	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	84
	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	84
Utilities Customer Services 8300 S. Palm Drive, Pembroke Pines, FL 33025	6:30am - 6pm	6:30am - 6pm	6:30am - 6pm	6:30am - 6pm	N/A	N/A	N/A	46
WasteWater Treatment Plant 13955 Pembroke Road, Pembroke Pines, FL 33027	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	168
	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	168
City Hall 601 City Center Way, Pembroke Pines, FL 33025	7:00am - 6:30pm	7:00am - 6:30pm	7:00am - 6:30pm	7:00am - 12:30pm	N/A	N/A	N/A	40
	N/A	N/A	N/A	12:30pm - 6:30pm	N/A	N/A	N/A	6
Central EDC (Summer Session) 12200 Sheridan Street, Building P Pembroke Pines, FL 33026	6:30am - 6:30pm	6:30am - 6:30pm	6:30am - 6:30pm	6:30am - 10:30am	N/A	N/A	N/A	40
	N/A	N/A	N/A	10:30am - 6:30pm	6:30am - 6:30pm	N/A	N/A	20
West EDC (Summer Session) 1600 SW 184 Avenue, Pembroke Pines, FL 33029	6:30am - 6:30pm	6:30am - 6:30pm	6:30am - 6:30pm	6:30am - 10:30am	N/A	N/A	N/A	40
	N/A	N/A	N/A	10:30am - 6:30pm	6:30am - 6:30pm	N/A	N/A	20

Exhibit "A"

Attachment D

Vendor Name: \_\_\_\_\_

Security Guard Services - Pricing Sheet / Proposed Shift Schedule

Description	Hourly Wages	Overtime Wages	Burden Rate	Billable Hourly Rates	Billable Overtime Rates	Estimated Regular Hours Per Year	Estimated Overtime Hours Per Year	Total Estimated Annual Cost
Unarmed Officer		\$ -		\$ -	\$ -	31,824		\$ -
Armed Officer		\$ -		\$ -	\$ -	2,392		\$ -
Class G Armed Officer w/ Guardian Program Training		\$ -		\$ -	\$ -	720	360	\$ -
City Center Armed Officer		\$ -		\$ -	\$ -	2,080	312	\$ -
Golf Cart - Marked / Lighted	N/A	N/A	N/A		N/A	13,104		\$ -
Patrol Vehicle - Marked / Lighted	N/A	N/A	N/A		N/A	4,368		\$ -
								\$ -

Location	Schedule	Department	Coding	Type of Security	Regular / Overtime	Number of Hours per week	Number of Hours per year	Number of employees (vehicles) per shift	Cost per hour	Total Cost per week	Total Bi-Weekly Cost	Total Annual Cost
Academic Village (Pool & Water Tank) 17189 Sheridan Street, Pembroke Pines, FL 33331	7:00 p.m. - 7:00 a.m. Mon - Fri 24 hours per day Sat & Sun	Utilities	471-536-6010-534990-0000-000-0000-00510 (60%) & 001-572-7001-534990-0000-000-0000 (40%)	Unarmed Officer	Regular	108	5,616	1	\$ -	\$ -	\$ -	\$ -
Storage Lot 10801 Pembroke Road, Pembroke Pines, FL 33025	7:00 p.m. - 7:00 a.m. 7 days per week	Recreation	001-572-7001-534990-0000-000-0000	Unarmed Officer	Regular	84	4,368	1	\$ -	\$ -	\$ -	\$ -
				Golf Cart - Marked / Lighted	Regular	84	4,368	1	\$ -	\$ -	\$ -	\$ -
Pines Place Guardhouse 8210 Florida Drive, Pembroke Pines, FL 33025	24 hours per day 7 days per week	Housing Division	001-554-8002-534990-0000-000-0000-00603	Unarmed Officer	Regular	168	8,736	1	\$ -	\$ -	\$ -	\$ -
Howard C. Forman Human Services Campus 8300 S. Palm Drive, Pembroke Pines, FL 33025 (Various Other Locations)	7:00 p.m. - 7:00 a.m. 7 days per week	Howard C. Forman Campus	001-519-6008-534990-0000-000-0000	Unarmed Officer	Regular	84	4,368	1	\$ -	\$ -	\$ -	\$ -
				Patrol Vehicle - Marked / Lighted	Regular	84	4,368	1	\$ -	\$ -	\$ -	\$ -
Utilities Customer Services 8300 S. Palm Drive, Pembroke Pines, FL 33025	6:30 a.m. - 6:00 p.m. Mon - Thu	Utilities	471-536-6010-534990-0000-000-0000-00510	Armed Officer	Regular	46	2,392	1	\$ -	\$ -	\$ -	\$ -
WasteWater Treatment Plant 13955 Pembroke Road, Pembroke Pines, FL 33027	24 hours per day 7 days per week	Utilities	471-535-6022-534990-0000-000-0000	Unarmed Officer	Regular	168	8,736	1	\$ -	\$ -	\$ -	\$ -
				Golf Cart - Marked / Lighted	Regular	168	8,736	1	\$ -	\$ -	\$ -	\$ -
City Hall 601 City Center Way, Pembroke Pines, FL 33025	7:00 a.m. - 6:30 p.m. Mon - Thu	Recreation	001-519-6001-534990-0000-000-0000-00345	City Center Armed Officer	Regular	40	2,080	1	\$ -	\$ -	\$ -	\$ -
					Overtime	6	312		\$ -	\$ -	\$ -	\$ -
Central EDC (Summer Session) 12200 Sheridan Street, Building P Pembroke Pines, FL 33026	6:30 a.m. - 6:30 p.m. Mon - Fri	Central EDC	001-569-5002-534990-0000-000-0000-00209	Class G Armed Officer w/ Guardian Program Training	Regular	40	360	1	\$ -	\$ -	\$ -	\$ -
					Overtime	20	180		\$ -	\$ -	\$ -	\$ -
West EDC (Summer Session) 1600 SW 184 Avenue, Pembroke Pines, FL 33029	6:30 a.m. - 6:30 p.m. Mon - Fri	West EDC	001-569-5002-534990-0000-000-0000-00208	Class G Armed Officer w/ Guardian Program Training	Regular	40	360	1	\$ -	\$ -	\$ -	\$ -
					Overtime	20	180		\$ -	\$ -	\$ -	\$ -
<b>Base Total</b>						<b>1,160</b>	<b>55,160</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

10% Owner's Contingency	\$ -	\$ -	\$ -
<b>Grand Total with 10% Contingency</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Note: Summer Session at the Early Development Centers are approximately 9 weeks.

Exhibit "A"

Attachment D

<b>Description</b>
Unarmed Officer
Armed Officer
Class G Armed Officer w/ Guardian Program Training
City Center Armed Officer
Golf Cart - Marked / Lighted
Patrol Vehicle - Marked / Lighted

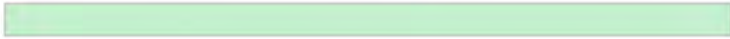
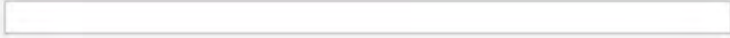



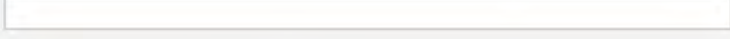

Location	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Number of Hours per week
Academic Village (Pool & Water Tank) 17189 Sheridan Street, Pembroke Pines, FL 33331	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 11:59pm	12am - 11:59pm	108
Storage Lot 10801 Pembroke Road, Pembroke Pines, FL 33025	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	84
	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	84
Pines Place Guardhouse 8210 Florida Drive, Pembroke Pines, FL 33025	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	168
Howard C. Forman Human Services Campus 8300 S. Palm Drive, Pembroke Pines, FL 33025 (Various Other Locations)	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	84
	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	84
Utilities Customer Services 8300 S. Palm Drive, Pembroke Pines, FL 33025	6:30am - 6pm	6:30am - 6pm	6:30am - 6pm	6:30am - 6pm	N/A	N/A	N/A	46
WasteWater Treatment Plant 13955 Pembroke Road, Pembroke Pines, FL 33027	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	168
	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	168
City Hall 601 City Center Way, Pembroke Pines, FL 33025	7:00am - 6:30pm	7:00am - 6:30pm	7:00am - 6:30pm	7:00am - 12:30pm	N/A	N/A	N/A	40
	N/A	N/A	N/A	12:30pm - 6:30pm	N/A	N/A	N/A	6
Central EDC (Summer Session) 12200 Sheridan Street, Building P Pembroke Pines, FL 33026	6:30am - 6:30pm	6:30am - 6:30pm	6:30am - 6:30pm	6:30am - 10:30am	N/A	N/A	N/A	40
	N/A	N/A	N/A	10:30am - 6:30pm	6:30am - 6:30pm	N/A	N/A	20
West EDC (Summer Session) 1600 SW 184 Avenue, Pembroke Pines, FL 33029	6:30am - 6:30pm	6:30am - 6:30pm	6:30am - 6:30pm	6:30am - 10:30am	N/A	N/A	N/A	40
	N/A	N/A	N/A	10:30am - 6:30pm	6:30am - 6:30pm	N/A	N/A	20



## Frequently Asked Questions regarding the Proposal Submission Form / Questionnaire

**Question 1)** In regards to the proposal submission form, it states "the summary worksheet shows your overall progress for the questionnaire", but we downloaded the file and fill in the requested information, and no value appears on the summary worksheet. Should we submit the form without the progress shown on the summary worksheet?

**Answer:** Please see attached example picture. In this example, Tab "1" has been fully completed, as a result, the "% Complete" column shows "100%" and the Progress Bar is fully green. The other Tabs or "Question Set"s are not complete, as a result, they show "0.00%" and the progress bar is empty and there is a pink box at the end of those rows. When you have completed all of the sections, all of your "% Complete" sections should be "100.00%" and your progress bars should be green.

Summary			
Question Set	Questions	% Complete	Progress
1	14	100.00%	
2	80	0.00%	
3	5	0.00%	
4	10	0.00%	
5	12	0.00%	
6	11	0.00%	
<b>Total</b>	<b>132</b>	<b>10.61%</b>	



**Question 2)** We completed all the boxes in all the sheets and even so, there are boxes in pink (as I understand the book is taking them as if they were not filled) and therefore the summary does not give 100%, in our case it gives 87.12%.

**Answer:** The issue is that all of your responses should be included in the "Response" Column... depending on the response that you put in the "Response" column (as some of the responses are selections from a drop down box), you will be required to also add a comment to the "Comment" column. See attached screen shot of acceptable and unacceptable responses. If a row shows that it is still in Pink, you need to add some information to either the "Response" column or the "Comment" column.

### Question Set 6: Vendor Registration Checklist

**Question Set 6 Instructions**

The City has included various documents in the Vendor Registration portal on the Bonfire website. This process is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will allow vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

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

This section will summarize your responses to those relevant documents.

#	Question	Response	Comment
<b>Equal Benefits Certification Form</b>			
6.7.1	Which option did you select on the Equal Benefits Certification Form?	A) Complies	
<b>Vendor Drug-Free Workplace Certification Form</b>			
6.8.1	Which option did you select on the Vendor Drug-Free Workplace Certification Form?	Does Not Comply	A comment is required for this response
<b>E-Verify System Certification Statement</b>			
6.9.1	Did you submit a completed E-Verify System Certification Statement in the Vendor Registration Portal?	Yes	
<b>Local Business Tax Receipts</b>			
6.10.1	Did you submit your Local Business Tax Receipts in the Vendor Registration Portal?	No	I do not currently have a copy of the my Local Business Tax Receipts, however I am working on getting a copy to upload to the vendor registration portal.
<b>Scrutinized Company Certification</b>			
6.11.1	Did you submit a completed Scrutinized Company Certification in the Vendor Registration Portal?	Yes	
<b>11 Questions</b>		<b>81.82% Complete</b>	

# TS-22-13 - Security Guard Services

City of Pembroke Pines [Back to list](#)



## Project Details

**Project:** Security Guard Services

**March 2023**

**Ref. #:** TS-22-13

**Type:** RFP

**Status:** CLOSED

**Open Date:** Feb 7th 2023, 8:30 PM EST

**Intent to Bid Due Date:** Mar 14th 2023, 2:00 PM EDT

**Questions Due Date:** Feb 20th 2023, 8:00 PM EST

**Contact Information:** Procurement Department, 954-518-9020

**Close Date:** Mar 14th 2023, 2:00 PM EDT

**Days Left:** Submissions are now closed

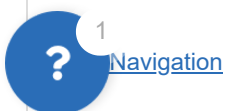
Sun	Mon	Tue	Wed	Thu	Fri	Sat
26	27	28	1	2	3	4
OPEN						
5	6	7	8	9	10	11
OPEN						
12	13	14	15	16	17	18
OPEN						
19	20	21	22	23	24	25
26	27	28	29	30	31	1

**Project Description:**

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.

**Important Events:**



PASSED	Open Date	Online Portal	Posting date for the Opportunity	Feb 14th 2023, 8:00 PM EST	N/A
PASSED	Non-Mandatory Pre-Bid Meeting	Virtual	<a href="https://ppines.webex.com/meet/purchasing">https://ppines.webex.com/meet/purchasing</a>	Feb 16th 2023, 10:00 AM EST	No
PASSED	Questions Due Date	Online Portal	Deadline to submit Questions	Feb 20th 2023, 8:00 PM EST	N/A
PASSED	Close Date	Online Portal	Deadline for Submissions	Mar 14th 2023, 2:00 PM EDT	N/A
PASSED	Intent to Bid Due Date	Online Portal	Deadline to indicate your intent to Bid	Mar 14th 2023, 2:00 PM EDT	Yes

**Commodity Codes:**

US\_NAICS\_2017 5616 Investigation and Security Services

US\_NAICS\_2017 561612 Security Guards and Patrol Services

**Supporting Documentation:**

File	Type	Description	Date Created	Actions
<b>Attachment D - Pricing Sheet - Proposed Shift Schedule (REVISED 2023-03-09).xlsx</b>	Other	Document - Questions & <a href="#">Read more...</a>	Mar 9th 2023, 9:10 AM EST	<input type="button" value="Download"/>
<b>Attachment D - Pricing Sheet - Proposed Shift Schedule.xlsx</b>	Documentation	Attachment D	Feb 7th 2023, 7:43 PM EST	<input type="button" value="Download"/>
<b>Bonfire FAQs regarding Questionnaires.pdf</b>	Other	Bonfire FAQ regarding Questionnaires	Aug 9th 2022, 4:55 PM EDT	<input type="button" value="Download"/>
<b>Bonfire General Submission Instructions for Suppliers.pdf</b>	Other	Bonfire General Submission Instructions for Suppliers	Feb 7th 2023, 8:40 PM EST	<input type="button" value="Download"/>
<b>Non-Collusive Affidavit.pdf</b>	Documentation	Attachment A	Aug 9th 2022, 4:55 PM EDT	<input type="button" value="Download"/>
<b>Sample Insurance Certificate.pdf</b>	Documentation	Attachment B	Aug 9th 2022, 4:55 PM EDT	<input type="button" value="Download"/>
<b>Specimen Contract - Contractual Services Agreement.pdf</b>	Documentation	Attachment C	Aug 9th 2022, 4:59 PM EDT	<input type="button" value="Download"/>
<b>TS-22-13 Q and A - Executive Summary 2.pdf</b>	Other	Document - Questions & Answers Part 2	Mar 8th 2023, 3:41 PM EST	<input type="button" value="Download"/>
<b>TS-22-13 Q and A - Executive Summary 3.pdf</b>	Other	Document - Questions & <a href="#">Read more...</a>	Mar 9th 2023, 9:10 AM EST	<input type="button" value="Download"/>
<b>TS-22-13 Q and A - Executive Summary.pdf</b>	Other	Document - Questions & Answers	Feb 16th 2023, 11:31 AM EST	<input type="button" value="Download"/>

TS-22-13 Security Guard Documentation 1) RFP Feb 7th 2023, 7:18 PM EST Download

**Requested Information:**

Listed below are the documents and information needed to complete your submission:

**Project Cost: Pricing Sheet / Bid Table**

Name	Type	# Files	Requirement	Instructions	Actions
Completed Attachment D: Pricing Sheet	File Type: Excel (.xls, .xlsx)	1	REQUIRED		

**Questionnaires**

Name	Type	# Files	Requirement	Instructions	Actions
Proposal Submission (Q-34RX)	Questionnaire: Excel (.xlsx)	1	REQUIRED	You will need to fill out the provided Response Template for this Questionnaire.	<span>Download</span>

**Other Completed Documents**

Name	Type	# Files	Requirement	Instructions	Actions
Non-Collusive Affidavit	File Type: PDF (.pdf)	1	REQUIRED		
Licenses	File Type: PDF (.pdf)	Multiple	REQUIRED		
Emergency Plan	File Type: PDF (.pdf)	Multiple	REQUIRED		
Employee Benefit Plan	File Type: PDF (.pdf)	Multiple	REQUIRED		
Current Training Program Manual	File Type: PDF (.pdf)	Multiple	REQUIRED		

**Optional Documentation**

Name	Type	# Files	Requirement	Instructions	Actions
Trade Secrets	File Type: PDF (.pdf)	Multiple	OPTIONAL		
Financial Statements	File Type: PDF (.pdf)	Multiple	OPTIONAL		
Additional Information	File Type: PDF (.pdf)	Multiple	OPTIONAL		

**Document Takers**

ABA Protection, Inc	<a href="#">1</a>	<input type="button" value="View"/>
Action Group MGMT	<a href="#">1</a>	<input type="button" value="View"/>
ADVANCED NATIONWIDE SECURITY CORPORATION dba Advanced Nationwide Janitorial Serv	<a href="#">9</a>	<input type="button" value="View"/>
Alert Patrol, Inc.	<a href="#">6</a>	<input type="button" value="View"/>
American Guard Services, Inc.	<a href="#">12</a>	<input type="button" value="View"/>
American Guard Services, Inc.	<a href="#">6</a>	<input type="button" value="View"/>
ATA GUARD SECURITY PROVIDER	<a href="#">6</a>	<input type="button" value="View"/>
Barbwire Security Company Inc	<a href="#">9</a>	<input type="button" value="View"/>
BidNet	<a href="#">9</a>	<input type="button" value="View"/>
blue shield security protection inc	<a href="#">9</a>	<input type="button" value="View"/>
BRIGHT LIGHT SECURITY SERVICES LLC	<a href="#">8</a>	<input type="button" value="View"/>
Cambridge LTD	<a href="#">12</a>	<input type="button" value="View"/>
Centurion Security Group, LLC	<a href="#">7</a>	<input type="button" value="View"/>
Consumer Investigations	<a href="#">12</a>	<input type="button" value="View"/>
Doyle Security Services, Inc.	<a href="#">7</a>	<input type="button" value="View"/>
Excelsior Defense, Inc.	<a href="#">5</a>	<input type="button" value="View"/>
FAR Government	<a href="#">9</a>	<input type="button" value="View"/>
fcsecurityacademy.com	<a href="#">9</a>	<input type="button" value="View"/>
FPI Security Services	<a href="#">10</a>	<input type="button" value="View"/>
Hands On Development	<a href="#">9</a>	<input type="button" value="View"/>
Homeland Intelligence and Protective Services, LLC	<a href="#">3</a>	<input type="button" value="View"/>
JamPol Protective Services Inc	<a href="#">9</a>	<input type="button" value="View"/>
KEMP GROUP INTERNATIONAL CORPORATION	<a href="#">12</a>	<input type="button" value="View"/>
1 Business Solutions	<a href="#">1</a>	<input type="button" value="View"/>

Management Writers, LLC	<a href="#">8</a>	<a href="#">View</a>
McCray Global Protection Corp.	<a href="#">1</a>	<a href="#">View</a>
Metropolitan Security Services, Inc. d/b/a Walden Security	<a href="#">7</a>	<a href="#">View</a>
North America Procurement Council Inc., PBC	<a href="#">3</a>	<a href="#">View</a>
NOVA SKIES SECURITY LLC	<a href="#">8</a>	<a href="#">View</a>
Onvia, Inc	<a href="#">11</a>	<a href="#">View</a>
PALADIN DEFENSE GROUP, INC.	<a href="#">7</a>	<a href="#">View</a>
PWXPress	<a href="#">7</a>	<a href="#">View</a>
Quality Professional Detective & Security Agency, LLC	<a href="#">8</a>	<a href="#">View</a>
Regions Security Services	<a href="#">9</a>	<a href="#">View</a>
Sanford Federal, inc dba FAR Group	<a href="#">7</a>	<a href="#">View</a>
SANFORD FEDERAL, INC.	<a href="#">2</a>	<a href="#">View</a>
Security Alliance, LLC	<a href="#">7</a>	<a href="#">View</a>
SFM Security Services, Inc.	<a href="#">10</a>	<a href="#">View</a>
Shay Enterprise	<a href="#">9</a>	<a href="#">View</a>
Shergroup USA LLC	<a href="#">12</a>	<a href="#">View</a>
St. Moritz Security Services, Inc.	<a href="#">1</a>	<a href="#">View</a>
Strategic Security Corp.	<a href="#">7</a>	<a href="#">View</a>
Universal Protection Service, LLC	<a href="#">12</a>	<a href="#">View</a>
US ALLIANCE MANAGEMENT	<a href="#">9</a>	<a href="#">View</a>
V.O.K. Protective Services, Inc.	<a href="#">11</a>	<a href="#">View</a>
Valley Flagging Service, LLC	<a href="#">1</a>	<a href="#">View</a>
' 1 Securing America	<a href="#">1</a>	<a href="#">View</a>

[view](#)

**Interested Subcontractors**

Vendors	Contact	Email	Phone	Subcontract Services
fcsecurityacademy.com	Henry Wright	wrighthenry50@gmail.com	9546886623	Security Guard Services, CPR certified and Security Officer's Training School .
Hands On Development	Jessica Hudson	Handsondevelopmenthca@gmail.com		security, consulting
JamPol Protective Services Inc	Glenford Taylor	admin@jampolprotectiveservices.com	954-534-0683	Security Guard Services, Certified Security Guard School, Mobile Fingerprinting Services, Background Verification Services (authorized vendor of FDLE, FBI and AHCA.)
Valley Flagging Service, LLC	Mark Giovanelli	markg@myvalleynational.com	7242393000	Security Guard Services

 **Messages**

[Public Notices \(5\\*\)](#)

[Vendor Discussions \(22\\*\)](#)

**Search**

**Mark Gomes**

**Questions & Answers Part 3 with Revised Attachment D - Pricing Sheet**

Please see attachment for the responses to the posted questions. In addition, please see the revised ...

9:10 AM

**Byron Granda Paez**

**Questions & Answers Part 2**

Please see attachment for the responses to the posted questions.

3:41 PM

**Byron Granda Paez**

**Project Details Have Changed**

- Project Close Date changed - Project Intent to Bid Due Date Changed

7:29 PM

1

[Skip Top Navigation](#)

**Byron Granda Paez**

12:55 PM

**Byron Granda Paez**

**Questions & Answers**

Please see attachment for the responses to the posted questions.



11:31 AM

Click New Public Notice or click a conversation on the left to see message here.

### Submissions and Subcontracting

This project is not open for proposal submissions at this time.



## Vendor Discussions

### Questions

Question # 1

Subject: Questions

Please see the questions listed below. Thank you! 1. When was the current incumbent awarded the contract? Could you please provide us copy of current contract? 2. Are there any subcontractors being used for the current contract? 3. What was the initial term length of the current contract (for example, 1 year plus 4 year options, etc.)? 4. What was the start date of the initial contract? 5. Are there any other rates billed separately? 6. Are there any significant modifications from the previous contract to the new one? For instance, an increase in hours, a change in guard type (e.g., armed vs unarmed), a need for additional resources? 7. Are there any additional services that may be needed that are not listed in the RFP? For instance, the need of additional sites, seasonal required security, etc. 8. Will this contract be awarded to a single contractor, or will the contract be awarded to multiple firms?

Answer # 1

1. The current incumbent was awarded May 3, 2017. The attachment can be found online as the 5<sup>th</sup> attachment "[5. D. FPI Security Services Inc. - Security Guard Services \(all backup\)](https://ppines.legistar.com/LegislationDetail.aspx?ID=5992156&GUID=0C12B052-2932-4119-A22D-B7A02F25B73A&FullText=1)" in the following link: <https://ppines.legistar.com/LegislationDetail.aspx?ID=5992156&GUID=0C12B052-2932-4119-A22D-B7A02F25B73A&FullText=1>

2. No subcontractors currently being used.

3. Initial contract for 2 years with the ability for the agreement to be renewed for (2) additional (2) year terms.

4. Start date of the initial contract was May 10, 2017.

5. No.

6. Yes, there are significant modifications. We added a temporary unarmed position that lasted a little more than 12 months for a building that was pending demolition. We also added the City Center Armed Security Officer position with specific requirements and an interview process. As mentioned in the RFP, the City added (2) trained Guardians for (2) Early Development Centers during the "summer break". The City has provided a link to the previous agreement with related amendments.

7. The City may periodically have changing needs, including needs for additional security guard(s) at additional site(s) and will request these services when required.

8. As stated in Section 1.10(D) of the RFP, "The City intends to award a primary, secondary and tertiary firm to ensure that the City has coverage during the term of the contract(s)."



Question #2

Subject: Proposal

Hi! Can you provide the proposal submitted by FPI?

Answer # 2

The attachment can be found online as the 5<sup>th</sup> attachment "[5. D. FPI Security Services Inc. - Security Guard Services \(all backup\)](#)" in the following link:

<https://ppines.legistar.com/LegislationDetail.aspx?ID=5992156&GUID=0C12B052-2932-4119-A22D-B7A02F25B73A&FullText=1>



## Vendor Discussions # 2

### Questions

Question #3

Subject: Tab 1, Questions #11 and #12 Terms

How does the City define "key persons", "on-site staff", and "field staff" in relation to questions #11 and #12 of Tab 1 – Experience and Ability?

Answer #3

"Key Persons" include the Selected Proposer's Project Manager (SPPM), Company Owners, Branch Managers and other relative staff that the City's Municipal Security Manager will consult with on a regular basis and for any issues that may need to be escalated. "On-Site Staff" shall include any key staff in the Central Dispatch Center. "Field Staff" would include any existing officers that the proposer may place under this contract, along with any Training Officers that will be training any new field staff for the officer positions, if the proposer is awarded the contract. The City understands that the proposer may not have all of the officer positions available at this time, as they may need to hire new positions to fulfill the needs of this contract.

Question #4

Subject: Tab 2, Repeat Clients

How does the City define "repeat clients" (Tab 2, number 1.d., page 33)?

Answer #4

Any clients that have completed the initial term of their contract and has elected to renew the contract if there were available renewal terms. In addition, any clients that have entered into a new agreement after the initial term of the agreement has ended.

Question #5

Subject: contract term



We note that the contract term as stated in Section 1.7.6 on page 31 of the RFP that the contract term includes two additional three-year renewal terms. Are contract renewals determined by the City in its sole discretion, or are renewals contingent on mutual agreement of both parties?

Answer #5

The agreement may be renewed upon mutual consent, evidenced by a written amendment to the agreement extending the term for each of the two additional three-year renewal terms.

Question #6

Subject: obligation to indemnify

Our company stands behind our security services and regularly accepts the obligation to indemnify clients for any losses, costs or damages that are caused by the acts or omissions of our personnel in the performance of security services under client agreements. However, we cannot assume liability for the negligence of a client or any other third party. Can the provisions cited below be revised as follows to reflect that standard?

- Section 2.1.1 on page 48 of the RFP:
  - Insert the following sentence after the word “subcontractors” on line 7:
    - “Nothing set forth herein shall be construed to require the Contractor to indemnify and hold harmless any indemnitee herein from claims, demands, suits, causes of action or proceedings and any resulting liability, losses, damages and attorneys’ fees and costs, to the extent caused by the negligence of any indemnitee herein or any third party other than Contractor, its employees, agents, servants, partners principals and subcontractors.”
- Section 3.27 of the General Terms & Conditions on pages 58-59 of the RFP:
  - Insert the following at the end of “General Indemnification” paragraph on pages 58-59:
    - “Anything to the contrary notwithstanding, Successful Proposer’s obligations herein shall not be construed to extend to any claims, damages, losses, liabilities and expenses to the extent caused or allegedly caused by the negligence of any indemnitee herein or any third party other than Successful Proposer or his subcontractors, agents, officers, employees or independent contractors.”
- Section 7.1 on pages 4-5 of the Contractual Services Agreement:
  - Insert the following at the end of the section:
    - “Nothing set forth herein shall be construed to require the Contractor to indemnify and hold harmless any indemnitee herein from claims, demands, suits, causes of action or proceedings and any resulting losses, costs, expenses, liabilities, damages, orders, judgment or decrees, to the extent caused by the negligence of any indemnitee herein or any third



party other than Contractor, its employees, agents, servants, partners principals and subcontractors.”

#### Answer #6

Yes, however with the following modifications to your request:

- Section 2.1.1 on page 48 of the RFP:
  - Insert the following sentence after the word “subcontractors” on line 7:
    - “Nothing set forth herein shall be construed to require the Contractor to indemnify and hold harmless any indemnitee herein from claims, demands, suits, causes of action or proceedings and any resulting liability, losses, damages and attorneys’ fees and costs, to the extent caused by the sole negligence of any indemnitee herein or any third party other than Contractor, its employees, agents, servants, partners principals and subcontractors.”
- Section 3.27 of the General Terms & Conditions on pages 58-59 of the RFP:
  - Insert the following at the end of “General Indemnification” paragraph on pages 58-59:
    - “Anything to the contrary notwithstanding, Successful Proposer’s obligations herein shall not be construed to extend to any claims, damages, losses, liabilities and expenses to the extent caused ~~or allegedly~~ **caused** by the sole negligence of any indemnitee herein or any third party other than Successful Proposer or his subcontractors, agents, officers, employees or independent contractors.”
- Section 7.1 on pages 4-5 of the Contractual Services Agreement:
  - Insert the following at the end of the section:
    - “Nothing set forth herein shall be construed to require the Contractor to indemnify and hold harmless any indemnitee herein from claims, demands, suits, causes of action or proceedings and any resulting losses, costs, expenses, liabilities, damages, orders, judgment or decrees, to the extent caused by the sole negligence of any indemnitee herein or any third party other than Contractor, its employees, agents, servants, partners principals and subcontractors.”

#### Question #7

Subject: Counsel selected by our company’s insurers

Counsel selected by our company’s insurers will conduct a robust defense of any indemnified claim. Clients may participate in the defense of any such claim at their sole cost and expense. Can the second sentence of Section 3.27 of the General Terms & Conditions on page 58 of the RFP be replaced with the following to reflect those parameters? • “City reserves the right to



participate in the Successful Proposer’s defense of an indemnified claim hereunder, at the City’s sole cost and expense.”
Answer #7
No.

<p><i>Question #8</i></p> <p>Subject: Umbrella/Excess Liability insurance</p>
<p>We note the specification in Section 2.6.4 on page 50 of the RFP for the Contractor to provide Umbrella/Excess Liability insurance. We interpret that specification to require Excess Liability Insurance written on an Umbrella form. Our company carries Excess Liability Insurance, but the policy is not written on an Umbrella form. Can the reference to “Umbrella/Excess Liability Insurance” be replaced with “Umbrella or Excess Liability Insurance” so as to permit the Contractor to provide either Umbrella Liability Insurance or Excess Liability Insurance?</p>
<p>Answer #8</p>
<p>Yes, this is acceptable.</p>

<p><i>Question #9</i></p> <p>Subject: additional insureds</p>
<p>Our company routinely adds clients as additional insureds on our insurance policies, so long as our obligations are aligned with our indemnification obligations and limited to the specified insurance limits we have agreed to provide. The foregoing parameters are stated in our contracts, and the additional insured endorsements to all of our insurance policies cover each additional insured to the extent of those contractual requirements. Our additional insured endorsements are broadly written to cover each additional insured “where required by written contract.” Furthermore, because our additional insured endorsements are blanket endorsements, additional insureds need not be expressly named in order to be covered. Can the provisions cited below be revised as follows to reflect those parameters? • Section 2.6.4 on page 50 the RFP: o Replace the penultimate sentence with the following: ~ “The City of Pembroke Pines must be included as an additional insured to the extent of the Contractor’s indemnification obligations under the resulting contract and up to the required insurance coverage amount. Additional insured coverage may be provided by a blanket endorsement that covers additional insureds where required by written contract.” • Section 2.6.13 on page 53 of the RFP: o On lines 4-5, replace the phrase “should be named as an Additional Insured on the policy” with the phrase “should be included as an Additional Insured, to the extent of the</p>



Contractor’s indemnification obligations under the resulting contract and up to the required insurance coverage amount on the policy. Additional insured coverage may be provided by a blanket endorsement that covers additional insureds where required by written contract.” •

Replace Section 2.7.1 on page 53 of the RFP and Section 8.7.1 on page 7 of the Contractual Services Agreement with the following: o “The City of Pembroke Pines shall be included as an additional insured, to the extent of the Contractor’s indemnification obligations under the resulting contract and up to the required insurance coverage amount, on each of the Liability Policies. Additional insured coverage may be provided by a blanket endorsement that covers additional insureds where required by written contract.” • Replace the last sentence of Section 8.6.1 on page 6 of the Contractual Services Agreement with the following: o “The City of Pembroke Pines shall be included as an additional insured, to the extent of the Contractor’s indemnification obligations under this contract and up to the required insurance coverage amount, with respect to this coverage. Additional insured coverage may be provided by a blanket endorsement that covers additional insureds where required by written contract.”

Answer #9

No, we do not agree to be covered by a blanket endorsement. City must be specifically listed.

Question #10

Subject: Contractual Services Agreement

Can Section 8.8 of the Contractual Services Agreement be replaced with the following to reflect our company’s indemnity and additional insured parameters explained above? • “Contractor shall include the City, as an additional insured, to the extent of the Contractor’s indemnification obligations under this Agreement and up to the required insurance coverage amount, on each of the General Liability policies required herein. Contractor shall also 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, except to the extent such claims for damages are caused by the negligence of the indemnitees herein or third parties other than Contractor, its employees, agents, servants, partners principals and subcontractors.”

Answer #10

Yes, however with the following modifications to your request:

“Contractor shall include the City, as an additional insured, to the extent of the Contractor’s indemnification obligations under this Agreement ~~and up to the required insurance coverage amount, on each of the General Liability policies required herein~~. Contractor shall also hold the City, its agents, officers, subcontractors, and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder, except to the extent such claims for damages are solely caused by the negligence of the City



~~indemnitees herein or third parties other than Contractor, its employees, agents, servants, partners principals and subcontractors."~~

Question #11

Subject: Florida Sales tax

Section 3.14 of the General Terms and Conditions on page 56 of the RFP states that the City is exempt from Florida Sales tax on the direct purchase of tangible property. Is the City also exempt from Florida Sales tax on the direct purchase of services such as the security services being procured pursuant to this RFP?

Answer #11

Yes, the City of Pembroke Pines falls under the "Municipal Government" Exemption Category and has a current Consumer's Certificate of Exemption issued pursuant to Chapter 212 of the Florida Statutes, and is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

Question #12

Subject: City's rights as an additional insured

We note that the City requires that the City's rights as an additional insured extend to the Contractor's entire tower of insurance. See the last sentence of Section 2.6.4 on page 50. Our company is a large, national security service provider, and we maintain insurance limits that are commensurate with our size and scope of operations. This requirement may appear facially fair, but in effect it compels big firms to provide much larger amounts of insurance. Although each bidder may offer the specified insurance coverage, in the case of a large bidder, the City would be getting access to tens of millions more insurance than it would from other smaller bidders. Such a result is unfair. That requirement also effectively precludes us from accessing any portion of our insurance to satisfy other claims from time to time. However, we appreciate the City's desire for additional coverage, and therefore we propose a compromise whereby the Excess Liability limits will be increased from \$2,000,000 to \$10,000,000 in exchange for omission of the last sentence. Is that compromise acceptable?

Answer #12

Yes, a \$10MM excess is acceptable, however, the Contractor shall still be liable for amounts above their limit and/or if the Contractor's insurance does not accept the claim.



**Question #13**

Subject: Contractor to carry Sexual Abuse & Molestation coverage

We note the requirement in Section 2.6.11 on page 52 of the RFP for the Contractor to carry Sexual Abuse & Molestation coverage. We also note that the last sentence of Section 2.6.11 requires that the City's rights as an additional insured extend to the Contractor's entire tower of insurance. • Our company does not carry stand-alone Sexual Abuse & Molestation coverage. However, our General Liability/Professional Liability Insurance contains no express exclusions for sexual abuse and molestation. May the Contractor elect to cover sexual abuse and molestation risks under the General Liability/Professional Liability Insurance described in Section 2.6.13 on page 53 of the RFP provided that coverage contains no express exclusions for sexual abuse and molestation? • Regarding the City's request in Section 2.6.11 for access to the Contractor's entire tower of insurance, if we transfer coverage of sexual abuse and molestation coverage to our General Liability/Professional Liability insurance described in Section 2.6.13, our company is not able to give the City access to that entire tower of Insurance for the same reasons discussed in our comments to Section 2.6.4 above. However, we are willing to increase all General Liability/Professional Liability insurance limits to \$10,000,000. Is that compromise acceptable?

**Answer #13**

Yes, as long as there is not an exclusion, and a statement is on the COI stating Sexual Abuse and Molestation Coverage is included in the GL/Excess policies.

**Question #14**

Subject: Professional Liability/Errors & Omissions Insurance

Our company carries Professional Liability/Errors & Omissions Insurance as part of the General Liability Insurance, rather than as a stand-alone policy. Can Section 8.6.4 on page 7 of the Contractual Services Agreement be revised as follows to reflect those parameters? • Insert the following sentence after the word "act" on line 2: o "Such coverage may be combined with the General Liability limits."

**Answer #14**

Yes, as long as there is not an exclusion, and a statement is on the COI stating Professional Liability/Errors & Omissions Coverage is included in the GL/Excess policies.



Question #15

Subject: reciprocal right to terminate

Can Section 3.4 on page 3 of the Contractual Services Agreement be revised to give the Contractor the reciprocal right to terminate the Agreement for convenience on 120 days' prior written notice to the City?

Answer #15

This Agreement may be terminated by CITY for convenience, upon 7 days prior written notice by the City. In addition, this Agreement may be terminated by CONTRACTOR for convenience, upon 150 days prior written notice to the City.

Question #16

Subject: Current Staffing

Are all open positions currently staffed? If not, can you please clarify which positions are currently open?

Answer #16

Yes, all positions are currently staffed with the exception of the Summer positions at the City's Early Development Centers (EDCs), which are staffed during the summer session.

Question #17

Subject: 10% Owner's Contingency

Attachment D - Pricing Sheet - Proposed Shift Schedule contains a 10% Owner's Contingency. Can you please explain what this means?

Answer #17

While the specifications contained in this solicitation have incorporated all anticipated work to be accomplished, there may be unanticipated work required of the vendor in conjunction with this solicitation.

For instance, the City may build a new building during the term of the contract and need Security Guard Services for this building. Similarly, the City may have a certain number of guards or



certain number of services being required for a specific location, and may find a need to increase the quantity of guards or services needed in these areas.

For these reasons, 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, such as 10%, 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.

Question #18

Subject: Hourly Rates for both the Golf Cart and Patrol Vehicle

Attachment D - Pricing Sheet - The pricing sheet indicates Hourly Rates for both the Golf Cart and Patrol Vehicle. Can you verify that these rates should be hourly and if so, how many hours should they be based on? Typically, we quote Golf Cart and Patrol Vehicles as a Monthly rate.

Answer #18

Yes, the pricing for the Golf Cart and Patrol Vehicles are correctly listed as hourly rates based on number of hours used for the scheduled work, like the City's existing contract. As shown in Attachment D, in cell "G10" the number of hours per year for the Golf Cart is 13,104 hours, which is based on the information on cell "H17" and "H23" for the Storage Lot and Wastewater Treatment Plant facilities. Similarly, in cell "G11" the number of hours per year for the Patrol Vehicle is 4,368 hours, which is based on the information on cell "H20" for the Howard C. Forman Human Services Campus.

Question #19

Subject: Section 1.5.2 Communication System

Section 1.5.2 Communication System states "A) Handheld Radios / Mobile Phone Application, etc.: The proposer shall identify the various aspects of their Communication System and how it will best meet the needs of the City and Contractor. The Communication System may be two-



<p>way handheld radios, licensed for use by the FCC, that are provided by the Contractor(s) to all on duty personnel." Can the City please provide the model of the radios currently in use? Also, how many radios are currently in use?</p>
<p>Answer #19</p>
<p>Section 1.5.2 also states that the "proposer may also utilize alternative systems, such as mobile phone applications that track employees while on duty and allow a system for the employees to check-in with central dispatch, etc."</p> <p>The current contractor does not utilize radios, as they utilize a mobile phone application.</p>

<p>Question #20</p> <p>Subject: Minimum Experience</p>
<p>Section 1.5.5 states security officers "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." Would the City permit substitution of Law Enforcement and/or military experience?</p>
<p>Answer #20</p>
<p>Yes.</p>

<p>Question #21</p> <p>Subject: Guardian Training</p>
<p>The solicitation states the Guardians "Shall have completed the 144-hour "Coach Aaron Feis Guardian Program," consisting of 12 hours of a certified nationally recognized diversity training and 132 total hours of comprehensive firearm safety and proficiency training". Can the City please indicate who provides this training and if the cost of training is billable to the City?</p>
<p>Answer #21</p>
<p>The County's Sheriff's office provides the "Coach Aaron Feis Guardian Program" training. The contractor shall not bill the City for any cost for training their staff.</p>



Question #22

Subject: Relief/Break Period

Section 1.6.5 Relief/Break Period states "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." How many hours of relief are currently being provided to the city? Can the City please provide the current shift schedules so that breaks can be optimized?

Answer #22

The City does not have the information readily available to determine the number of hours of relief that are currently being provided, as the number may fluctuate based on actual needs and services.

Attachment D – "Pricing Sheet / Proposed Shift Schedule" includes the time frames for the different services needed at each location. It is up to the proposer to determine the best "shift schedules" and relief breaks for each guard, in order to best meet the requirements of the solicitation.



## Vendor Discussions # 3

### Questions

Question #23

Subject: Tab 1, Questions #11 and #12 Terms

Attachment D requires bidders to add a "Burden Rate" multiplier that would be applied to each of the proposed pay rates. The Burden Rate is different for the Armed position as it would also include the added expenses for the Guardian training. The only way to use the flat Burden Rate is to inflate the pay rate for the Armed positions unless bidders would be allowed to manipulate the table so a different rate could be applied. Is it possible to revise the Attachment D to break separate the Burden Rates for Armed and Unarmed positions.

Answer #23

**Please see the revised Attachment D "Pricing Sheet - Proposed Shift Schedule (REVISED 2023-03-09)"**, which allows the proposer to submit a different Burden Rate for each position. Proposers that elect to use one Burden Rate for all of the positions can utilize the original Attachment D, however proposers that elect to submit a different burden rate for various positions would need to utilize the revised Attachment D.

Question #24

Subject: Guardian Training Cost

It is our understanding that the County Sheriff's Office provides the Guardian Training at no cost to LE and contractors providing security at that schools. Is that the case?

Answer #24

Yes, the County's Sheriff's Office has provided the Guardian Training at no cost. The Contractor should contact the County's Sherriff's Office for additional information.



## Public Notices

### Questions & Answers

*Feb 16, 2023 11:31 AM EST*

Please see attachment for the responses to the posted questions.

### Project Details Have Changed

*Feb 27, 2023 12:55 PM EST*

- Project Close Date changed - Project Intent to Bid Due Date Changed

### Project Details Have Changed

*Mar 06, 2023 7:29 PM EST*

- Project Close Date changed - Project Intent to Bid Due Date Changed

### Questions & Answers Part 2

*Mar 08, 2023 3:41 PM EST*

Please see attachment for the responses to the posted questions.

### Questions & Answers Part 3 with Revised Attachment D - Pricing Sheet

*Mar 09, 2023 9:10 AM EST*



Please see attachment for the responses to the posted questions. In addition, please see the revised Attachment D "Pricing Sheet - Proposed Shift Schedule (REVISED 2023-03-09)", which allows the proposer to submit a different Burden Rate for each position. Proposers that elect to use one Burden Rate for all of the positions can utilize the original Attachment D, however proposers that elect to submit a different burden rate for various positions would need to utilize the revised Attachment D.



## Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

### 1. Prepare your submission materials:

#### Requested Information

Name	Type	# Files	Requirement	Instructions
Proposal Submission (Q-34RX)	Questionnaire: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this Questionnaire. The Response Template can be downloaded from the project listing on the Bonfire portal.
Completed Attachment D: Pricing Sheet	File Type: Excel (.xls, .xlsx)	1	Required	
Non-Collusive Affidavit	File Type: PDF (.pdf)	1	Required	
Licenses	File Type: PDF (.pdf)	Multiple	Required	
Emergency Plan	File Type: PDF (.pdf)	Multiple	Required	
Employee Benefit Plan	File Type: PDF (.pdf)	Multiple	Required	



Name	Type	# Files	Requirement	Instructions
Current Training Program Manual	File Type: PDF (.pdf)	Multiple	Required	
Trade Secrets	File Type: PDF (.pdf)	Multiple	Optional	
Financial Statements	File Type: PDF (.pdf)	Multiple	Optional	
Additional Information	File Type: PDF (.pdf)	Multiple	Optional	

## Commodity Codes

Commodity Set	Commodity Code	Title	Description
US_NAICS_2017	5616	Investigation and Security Services	
US_NAICS_2017	561612	Security Guards and Patrol Services	

### Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

### Requested Questionnaires:



The Questionnaire Response Templates can be obtained at <https://ppines.bonfirehub.com/opportunities/86059>.

Please note that Questionnaires may take a significant amount of time to prepare.

## 2. Upload your submission at:

<https://ppines.bonfirehub.com/opportunities/86059>

You will not be able to prepare a submission unless you submit 'Yes' for your Intent to Bid by **Feb 28, 2023 2:00 PM EST**.

The Vendor Discussion period for this opportunity starts Feb 07, 2023 9:00 PM EST. The Vendor Discussion period for this opportunity ends Feb 20, 2023 8:00 PM EST. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Feb 28, 2023 2:00 PM EST**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

### Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

### Need Help?

Exhibit "A"



City of Pembroke Pines uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://vendorsupport.gobonfire.com/hc/en-us>

Attachment D (REVISED 2023-03-09)

Vendor Name: FPI Security Services, Inc.

Security Guard Services - Pricing Sheet / Proposed Shift Schedule

Description	Hourly Wages	Overtime Wages	Burden Rate	Billable Hourly Rates	Billable Overtime Rates	Estimated Regular Hours Per Year	Estimated Overtime Hours Per Year	Total Estimated Annual Cost
Unarmed Officer	\$ 15.00	\$ 22.50	50.00%	\$ 22.50	\$ 33.75	31,824		\$ 716,040.00
Armed Officer	\$ 20.00	\$ 30.00	50.00%	\$ 30.00	\$ 45.00	2,392		\$ 71,760.00
Class G Armed Officer w/ Guardian Program Training	\$ 25.00	\$ 37.50	50.00%	\$ 37.50	\$ 56.25	720	360	\$ 47,250.00
City Center Armed Officer	\$ 22.00	\$ 33.00	50.00%	\$ 33.00	\$ 49.50	2,080	312	\$ 84,084.00
Golf Cart - Marked / Lighted	N/A	N/A	N/A	\$ 0.65	N/A	13,104		\$ 8,517.60
Patrol Vehicle - Marked / Lighted	N/A	N/A	N/A	\$ 4.25	N/A	4,368		\$ 18,564.00
								\$ 946,215.60

Location	Schedule	Department	Coding	Type of Security	Regular / Overtime	Number of Hours per week	Number of Hours per year	Number of employees (vehicles) per shift	Cost per hour	Total Cost per week	Total Bi-Weekly Cost	Total Annual Cost	
Academic Village (Pool & Water Tank) 17189 Sheridan Street, Pembroke Pines, FL 33331	7:00 p.m. - 7:00 a.m. Mon - Fri 24 hours per day Sat & Sun	Utilities	471-536-6010-534990-0000-0000-00510 (60%) & 001-572-7001-534990-0000-0000 (40%)	Unarmed Officer	Regular	108	5,616	1	\$ 22.50	\$ 2,430.00	\$ 4,860.00	\$ 126,360.00	
Storage Lot 10801 Pembroke Road, Pembroke Pines, FL 33025	7:00 p.m. - 7:00 a.m. 7 days per week	Recreation	001-572-7001-534990-0000-0000	Unarmed Officer	Regular	84	4,368	1	\$ 22.50	\$ 1,890.00	\$ 3,780.00	\$ 98,280.00	
				Golf Cart - Marked / Lighted	Regular	84	4,368	1	\$ 0.65	\$ 54.60	\$ 109.20	\$ 2,839.20	
Pines Place Guardhouse 8210 Florida Drive, Pembroke Pines, FL 33025	24 hours per day 7 days per week	Housing Division	001-554-8002-534990-0000-0000-00603	Unarmed Officer	Regular	168	8,736	1	\$ 22.50	\$ 3,780.00	\$ 7,560.00	\$ 196,560.00	
Howard C. Forman Human Services Campus 8300 S. Palm Drive, Pembroke Pines, FL 33025 (Various Other Locations)	7:00 p.m. - 7:00 a.m. 7 days per week	Howard C. Forman Campus	001-519-6008-534990-0000-0000	Unarmed Officer	Regular	84	4,368	1	\$ 22.50	\$ 1,890.00	\$ 3,780.00	\$ 98,280.00	
				Patrol Vehicle - Marked / Lighted	Regular	84	4,368	1	\$ 4.25	\$ 357.00	\$ 714.00	\$ 18,564.00	
Utilities Customer Services 8300 S. Palm Drive, Pembroke Pines, FL 33025	6:30 a.m. - 6:00 p.m. Mon - Thu	Utilities	471-536-6010-534990-0000-0000-00510	Armed Officer	Regular	46	2,392	1	\$ 30.00	\$ 1,380.00	\$ 2,760.00	\$ 71,760.00	
WasteWater Treatment Plant 13955 Pembroke Road, Pembroke Pines, FL 33027	24 hours per day 7 days per week	Utilities	471-535-6022-534990-0000-0000	Unarmed Officer	Regular	168	8,736	1	\$ 22.50	\$ 3,780.00	\$ 7,560.00	\$ 196,560.00	
				Golf Cart - Marked / Lighted	Regular	168	8,736	1	\$ 0.65	\$ 109.20	\$ 218.40	\$ 5,678.40	
City Hall 601 City Center Way, Pembroke Pines, FL 33025	7:00 a.m. - 6:30 p.m. Mon - Thu	Recreation	001-519-6001-534990-0000-0000-00345	City Center Armed Officer	Regular	40	2,080	1	\$ 33.00	\$ 1,320.00	\$ 2,640.00	\$ 68,640.00	
				Overtime		6	312		\$ 49.50	\$ 297.00	\$ 594.00	\$ 15,444.00	
Central EDC (Summer Session) 12200 Sheridan Street, Building P Pembroke Pines, FL 33026	6:30 a.m. - 6:30 p.m. Mon - Fri	Central EDC	001-569-5002-534990-0000-0000-00209	Class G Armed Officer w/ Guardian Program Training	Regular	40	360	1	\$ 37.50	\$ 1,500.00	\$ 3,000.00	\$ 13,500.00	
				Overtime		20	180		\$ 56.25	\$ 1,125.00	\$ 2,250.00	\$ 10,125.00	
West EDC (Summer Session) 1600 SW 184 Avenue, Pembroke Pines, FL 33029	6:30 a.m. - 6:30 p.m. Mon - Fri	West EDC	001-569-5002-534990-0000-0000-00208	Class G Armed Officer w/ Guardian Program Training	Regular	40	360	1	\$ 37.50	\$ 1,500.00	\$ 3,000.00	\$ 13,500.00	
				Overtime		20	180		\$ 56.25	\$ 1,125.00	\$ 2,250.00	\$ 10,125.00	
<b>Base Total</b>						<b>1,160</b>	<b>55,160</b>			<b>\$ 22,537.80</b>	<b>\$ 45,075.60</b>	<b>\$ 946,215.60</b>	
										<b>10% Owner's Contingency</b>	<b>\$ 2,253.78</b>	<b>\$ 4,507.56</b>	<b>\$ 94,621.56</b>
										<b>Grand Total with 10% Contingency</b>	<b>\$ 24,791.58</b>	<b>\$ 49,583.16</b>	<b>\$ 1,040,837.16</b>

Mon	Tue	Wed	Thu	Fri	Sat	Sun	Number of Hours per week
12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 11:59pm	12am - 11:59pm	108
12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	84
12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	84
12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	168
12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	84
12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	84
6:30am - 6pm	6:30am - 6pm	6:30am - 6pm	6:30am - 6pm	N/A	N/A	N/A	46
12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	168
12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	168
7:00am - 6:30pm	7:00am - 6:30pm	7:00am - 6:30pm	7:00am - 12:30pm	N/A	N/A	N/A	40
N/A	N/A	N/A	12:30pm - 6:30pm	N/A	N/A	N/A	6
6:30am - 6:30pm	6:30am - 6:30pm	6:30am - 6:30pm	6:30am - 10:30am	N/A	N/A	N/A	40
N/A	N/A	N/A	10:30am - 6:30pm	6:30am - 6:30pm	N/A	N/A	20
6:30am - 6:30pm	6:30am - 6:30pm	6:30am - 6:30pm	6:30am - 10:30am	N/A	N/A	N/A	40
N/A	N/A	N/A	10:30am - 6:30pm	6:30am - 6:30pm	N/A	N/A	20
<b>1160</b>							<b>1160</b>

Note: Summer Session at the Early Development Centers are approximately 9 weeks.

Question Set 1: Tab 1 - Experience and Ability

#	Question	Response	Comment
1.0.1	Explain your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm.	-	FPI Security Services has been providing these services to the City since 2017. Our headquarters is centrally located in the heart of Pembroke Pines. We are committed to providing the City we reside in the highest standards of service.
1.0.2	Describe the size of your firm.	-	We are currently represented by a staff of over 400 professionals.
1.0.3	Describe your firm's financial history, strength and stability.	-	FPI has sustained a growth rate of approximately 10% annually. This growth is the result of continued investment into the company and growing our portfolio of services.
1.0.4	Describe your firm's range of activities.	-	We are a comprehensive security provider with a wide range of services including, but not limited to, security officers, patrol services, surveillance systems, remote video monitoring, and access control.
1.0.5	Describe the specialized experience and technical competence of the firm or persons with respect to working on similar projects	-	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.
1.0.6	Do you have a minimum of two (2) years of experience? Please provide proof of such experience.	Yes	FPI has been providing the services in this RFP since 2017. We have over 30 years of experience in providing similar services.
1.0.7	The firm or person's must provide information on their proximity to and familiarity with the area in which the project is located.	-	Our headquarters is located in the heart of Pembroke Pines at 1771 N Flamingo Road, Pembroke Pines, FL 33028. We have been providing the services in this RFP since 2017 and are very familiar with the area and sites. Additionally, we provide services to many other clients in the City and are heavily involved in the community.
1.0.8	Explain the availability and access to the firm's top level management personnel.	-	Our top level management is available 24 hours per day to address any issues or concerns with the services.
1.0.9	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.	-	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.
1.0.10	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.	-	The City will be provided an Operations Manager and a Client Relations Manager that will be the contacts. Jorge Castro, our Operations manager is a reservist Maritime Law Enforcement Officer with the US Coast Guard. Angel Agramonte, Client Relations Manager, is a Us Army Veteran.
1.0.11	Provide summaries of key persons and on-site staff to be assigned to the project with emphasis on their experience with similar work.	-	Our current on-site staff would be mostly replaced due to the pay rates we are proposing. Our current staff is making significantly less than \$15/hour. At \$15/hour, we could hire, and retain, more competent on-site staff. On-site staff will meet, and sometimes, exceed the qualifications required by the RFP.
1.0.12	Explain the ability and experience of the field staff with specific attention to project related experience.	-	Field staff will not be recruited until a new contract is awarded. All new field staff would meet, or exceed, the qualifications in the RFP.
1.0.13	Contractor should list any applicable qualifications, including education, experience, honors and awards received, and professional associations of which the firm and/or its personnel are members.	-	Resumes included in submission packet.
1.0.14	Provide the recent, current, and projected workload of the firm.	-	We currently service approximately 13,000 hours per week and expect growth of 10-15% over the next 12 months.
1.0.15	What is your reputation compared to your peers in the market?	-	We are a company that invests significant financial resources into technology and appearance. Our fleet is equipped with state of the art technology and is made up of new vehicles. We are a firm believer that the first thing the general public will notice about a security company is their appearance. This is why we invest in good equipment and technology.
1.0.16	What is your reputation like among customers and how have you developed it?	-	FAMILY, PRIDE, INNOVATION - These are the core values that shape our relationships with our clients and staff. We treat our employees and clients like family. We take pride in the services we provide and make sure that we are offering the best technology in the industry.
1.0.17	How does your service differ from similar competitors? How do you win and retain business?	-	We are comprehensive security provider. We provide a wide range of services that include security officers, patrol services, surveillance systems, remote video monitoring, access control and much more. Our experience with providing this portfolio of services allows us to see the security of your property from several other perspectives.

1.0.18	A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.	-	FPI Security Services has been a leader in providing security services to the South Florida community since 1981. Our headquarters is located in the heart 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. We have also had the pleasure of serving the City since 2017, and have extensive knowledge on the needs of the City and how we can improve our services. If awarded this contract, we will continue to serve the City of Pembroke Pines community with pride and integrity.
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18 Questions

100.00% Complete

Question Set 2: Tab 2 - Previous Experience / References Form

#	Question	Response	Comment
<b>General Questions</b>			
2.1.1	How many clients have you provided services for?	-	We have provided services to over 150 clients over the last 12 months.
2.1.2	What similar or related projects have you worked on within the past three years?	-	We currently provide similar services to the City of Coral Gables, City of Miami Beach, City of Pompano Beach, City of North Miami, and many more.
2.1.3	What challenges did you face and how did you overcome them?	-	One of the most challenging issues we have faced in recent years has been the labor shortages and increase in labor costs. The pandemic and subsequent government assistance made it extremely difficult to recruit and retain personnel. We had to change the way we looked at recruiting in order to maximize the efficiency of our recruiting staff. We made every effort to find ways to offset the increase in cost without impacting our clients. Unfortunately, it became necessary to increase the hourly rates to our clients to sustain the increase labor costs. It was not an easy process as we understand that many of our clients were experiencing the same issues.
2.1.4	How many of your clients are repeat clients?	-	Our client retention is over 90%
2.1.5	How much of your revenue is derived from managing projects similar to ours?	-	35%
<b>Reference #1: Reference Contact Information</b>			
2.2.1	Name of Firm, City, County or Agency	-	City of Coral Gables
2.2.2	Address	-	Coral Gables City Hall 405 Biltmore Way
2.2.3	Contact Name	-	Major Jesse Medina
2.2.4	Contact Title	-	Police Major
2.2.5	Contact E-mail Address	-	<a href="mailto:Jmedina@coralgables.com">Jmedina@coralgables.com</a>
2.2.6	Contact Telephone #	-	305-442-1600
<b>Reference #1: Project Information</b>			
2.3.1	Name of Contractor Performing the work	-	FPI Security Services
2.3.2	Name and location of the project	-	City of Coral Gables
2.3.3	Nature of the firm's responsibility on the project	-	Citywide security services - City Hall, municipal parking garages, public works, residential patrol, events.
2.3.4	Project duration	-	Since 2015 - Was awarded bid for a second time in 2020.
2.3.5	Completion (Anticipated) Date	-	2025
2.3.6	Size of project	-	550 Hours per Week
2.3.7	Cost of project	-	\$710,000 Annually
2.3.8	Work for which staff was responsible	-	Citywide security services - City Hall, municipal parking garages, public works, residential patrol, events.
2.3.9	The results/deliverables of the project	-	Excellent service
<b>Reference #2: Reference Contact Information</b>			
2.4.1	Name of Firm, City, County or Agency	-	City of Miami Beach
2.4.2	Address	-	1700 Convention Center Drive, Miami Beach, FL 33139
2.4.3	Contact Name	-	Sixto Martinez
2.4.4	Contact Title	-	Security Operations Manager
2.4.5	Contact E-mail Address	-	<a href="mailto:sixtomartinez@miamibeachfl.gov">sixtomartinez@miamibeachfl.gov</a>
2.4.6	Contact Telephone #	-	(305) 673-7900
<b>Reference #2: Project Information</b>			

2.5.1	Name of Contractor Performing the work	-	FPI Security Services
2.5.2	Name and location of the project	-	City of Miami Beach
2.5.3	Nature of the firm's responsibility on the project	-	Citywide security services - City Hall, municipal parking garages, residential guardhouse, events
2.5.4	Project duration	-	Since 2021
2.5.5	Completion (Anticipated) Date	-	2026
2.5.6	Size of project	-	Approximtely 800 Hours per week
2.5.7	Cost of project	-	\$1,000,000 Annually
2.5.8	Work for which staff was responsible	-	Citywide security services - City Hall, municipal parking garages, residential guardhouse, events
2.5.9	The results/deliverables of the project	-	Excellent service
<b>Reference #3: Reference Contact Information</b>			
2.6.1	Name of Firm, City, County or Agency	-	City of Fort Lauderdale
2.6.2	Address	-	100 N. Andrews Avenue Fort Lauderdale, FL 33301
2.6.3	Contact Name	-	Guy Hine
2.6.4	Contact Title	-	Risk Manager
2.6.5	Contact E-mail Address	-	<a href="mailto:Ghine@fortlauderdale.gov">Ghine@fortlauderdale.gov</a>
2.6.6	Contact Telephone #	-	954-828-5494
<b>Reference #3: Project Information</b>			
2.7.1	Name of Contractor Performing the work	-	FPI Security Services
2.7.2	Name and location of the project	-	City of Fort Lauderdale
2.7.3	Nature of the firm's responsibility on the project	-	City Hall, public works, Water Treatment Plant
2.7.4	Project duration	-	Since 2012
2.7.5	Completion (Anticipated) Date	-	2024
2.7.6	Size of project	-	350 hours per week
2.7.7	Cost of project	-	\$300,000 Annually
2.7.8	Work for which staff was responsible	-	Securing City Hall, public works, Water Treatment Plant
2.7.9	The results/deliverables of the project	-	Excellent service
<b>Reference #4: Reference Contact Information</b>			
2.8.1	Name of Firm, City, County or Agency	-	City of North Miami
2.8.2	Address	-	776 NE 125 Street North Miami, FL 33161
2.8.3	Contact Name	-	Major James Mesidor
2.8.4	Contact Title	-	Police Major
2.8.5	Contact E-mail Address	-	<a href="mailto:Jmesidor@northmiamipolice.com">Jmesidor@northmiamipolice.com</a>
2.8.6	Contact Telephone #	-	305-891-0294
<b>Reference #4: Project Information</b>			
2.9.1	Name of Contractor Performing the work	-	FPI Security Services

2.9.2	Name and location of the project	-	City of North Miami
2.9.3	Nature of the firm's responsibility on the project	-	City Hall, library, museum
2.9.4	Project duration	-	Since 2018
2.9.5	Completion (Anticipated) Date	-	2024
2.9.6	Size of project	-	150 Hours per week
2.9.7	Cost of project	-	\$130,000 Annually
2.9.8	Work for which staff was responsible	-	Securing City Hall, library, and museum
2.9.9	The results/deliverables of the project	-	Excellent service
<b>Reference #5: Reference Contact Information</b>			
2.10.1	Name of Firm, City, County or Agency	-	Century Village of Pembroke Pines
2.10.2	Address	-	13300 SW 10 Street, Pembroke Pines, FL
2.10.3	Contact Name	-	Carlos Perez
2.10.4	Contact Title	-	Vice President
2.10.5	Contact E-mail Address	-	<a href="mailto:Cperez@cenrec.com">Cperez@cenrec.com</a>
2.10.6	Contact Telephone #	-	954-435-6001
<b>Reference #5: Project Information</b>			
2.11.1	Name of Contractor Performing the work	-	FPI Security Services
2.11.2	Name and location of the project	-	Century Village of Pembroke Pines
2.11.3	Nature of the firm's responsibility on the project	-	Guard house, roving patrol, clubhouse access control
2.11.4	Project duration	-	Since 2015
2.11.5	Completion (Anticipated) Date	-	2024
2.11.6	Size of project	-	1800
2.11.7	Cost of project	-	\$2,000,000 Annually
2.11.8	Work for which staff was responsible	-	Access control at the gates, roving patrol and medical response.
2.11.9	The results/deliverables of the project	-	Excellent service
<b>80 Questions</b>		<b>100.00% Complete</b>	

Question Set 3: Tab 3 - Firm's Understanding and Approach to the Work

#	Question	Response	Comment
<b>Statement of Understanding</b>			
3.1.1	Provide a narrative statement demonstrating an understanding of the overall intent of this solicitation, as well as the methods used to complete assigned tasks.	-	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. Throughout 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.
3.1.2	Please clearly describe all aspects of the project proposed.	-	The scope of work covers nine (9) City facilities located at different areas throughout the City. These facilities will require unarmed security personnel as well as armed security personnel. Golf carts and marked patrol vehicles will be provided as needed. The project consists of a total of 37,688 man hours. Some of the facilities will require Armed Guardian personnel which we have extensive experience in providing to school in the City of Pembroke Pines.
<b>Approach</b>			
3.2.1	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.	-	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.  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.
3.2.2	Describe Proposer's plan to remediate performance deficiencies as it relates to the services in this project.	-	We understand that things don't always work out as planned. In the event the performance of any of our officers becomes a concern, we will address the issue as soon as possible. Proactive supervision and communication are the best ways to avoid performance issues.
3.2.3	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.	-	The answer to this question depends on whether the guard is armed or unarmed. An unarmed guard is not equipped to handle a subject with a deadly weapon. Their role would be to try and deescalate the situation, if its safe to do so, and contact the police right away. They should provide accurate information to police dispatch to facilitate response. An armed officer would be equipped to defend his or her life and the life of anyone utilizing the City facilities. Armed officers are advised to not pull their firearm unless they plan to use it.
3.2.4	Describe the Proposer's response experience and proposed approach in handling the discovery of an unattended package at a customer's facility.	-	An unattended package should be reported to the facility director, the City's Security Manager, and the police if unable to locate the owner of the package. People should be kept away from the package until police arrive.
3.2.5	Describe in detail the critical elements of success in providing the highest level of security to the City.	-	Providing the City with the highest level of security requires knowledge of the facilities and the surrounding areas. With many years of experience in providing these services, we are very familiar with what the City needs.
<b>Proactive Management Plan</b>			
3.3.1	Proposer's policy on response to resistance, the use of force, detention of subjects suspected of perpetrating a criminal offense.	-	We will comply with all Chapter 493 of the FL State Statutes that governs security officers. We will only use force to protect the safety of the security officer or other persons. Officers will not use force to prevent or stop the destruction of property. Police would be contacted immediately and accurate information would be shared with police dispatch to facilitate response.
3.3.2	Proposer's experience in enforcing dedicated laws at customer facilities whether on a federal, state or local level.	-	FPI Security Services is a private security agency and cannot enforce laws at any level. In the event of criminal activity, police would be contacted immediately.
3.3.3	Proposer's experience in dealing with violent crimes such as robbery, battery, assault, sexual battery/assault, and homicide.	-	We have been exposed to these kinds of crimes in the provision of our services. These are incidents that must be reported to law enforcement for response.
3.3.4	Proposer's experience in providing detailed crime statistics and their activities resulting from observed, rising trends in criminal activities.	-	We could provide detailed statistics on incidents that we report on. We do not have access to the City's database; however, we could schedule regular meetings with Pembroke Pines Police to review crime statistics.
<b>Emergency Plan</b>			

3.4.1	Provide a summary explanation of your Emergency Plan addressing the 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. Note – Please upload a copy of the plan (See section 1.8.4 for additional information).	-	<p>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.</p> <p>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 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</p>
3.4.2	Describe the Proposer's past participation and proposed approach in emergency drills.	-	FPI would participate with emergency drills as the City deems necessary.
<b>Communication and Dispatching System</b>			
3.5.1	Please identify the location of the Central Dispatch Office.	-	Centrally located in Pembroke Pines. 1771 N Flamingo Road, Pembroke Pines, FL 33028
3.5.2	Is the Central Dispatch Office independently operated by the Contractor? If not, please advise who operates the Central Dispatch Office.	-	Yes
3.5.3	Explain whether or not the proposer will utilize two-way handheld radios, or an alternative method. If using an alternative method, please advise why the proposer believes that the alternative method is the best solution.	-	We utilize a push-to-talk radio service on the mobile devices.
3.5.4	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.	-	Dispatch will be monitoring radio service and guard touring softwares for real-time information on guard activity. Our time and attendance software also uses the location services on the guard's phone when they are clocking in and out to ensure they are onsite.
3.5.5	How would the contractor ensure that the speed and quality of communications (radio or otherwise) is maintained throughout the contract between the Contractor's staff, Central Dispatch Office, and City.	-	Our dispatch center operates 24 hours per day 7 days per week. They monitor all the software we utilize to oversee the security guards on duty. That includes GPS, guard touring system, dash cams in vehicles, and time and attendance system.
3.5.6	How will the Contractor ensure that the security officers are actively performing their required duties. This may include use of guard tour systems or similar, radio calls, or GPS. The City may, at its discretion, request a real-time demonstration of the Contractor's proposed system, as part of the oral presentations or visits to the Contractor's other existing sites prior to contract award.	-	Our systems display real-time information to our central dispatch. Our guard touring system sends alerts when guards are not moving for certain periods of time. Our guards are unable to clock in or out from an area outside of the determined location. Our system uses the guards location services to ensure they are where they need to be.
<b>Quality Assurance Plan</b>			
3.6.1	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.	-	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.
3.6.2	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.	-	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.
<b>Personnel</b>			
3.7.1	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, and other key professional staff, such as a dispatcher, that will perform work and/or services in this project.	-	We maintain a pool of candidates by using multiple recruiting sources. We place ads in all the leading job recruiting sites such 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.
3.7.2	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.	-	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.

**Exhibit "B"**

3.7.3	Describe how the proposer staff's the necessary amount of employees to reduces the likelihood of staff members having to work overtime hours.	-	We maintain a pool of candidates by using multiple recruiting sources. We place ads in all the leading job recruiting sites such as 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.
3.7.4	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.	-	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.
3.7.5	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.	-	We maintain a pool of candidates by using multiple recruiting sources. We place ads in all the leading job recruiting sites such as 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.
3.7.6	Describe in detail the personnel development plan and professional opportunities for the Proposer's personnel, turnover rate and retention procedures implemented by the Proposer.	-	<p>We understand the importance of employee retention and incentives. Employees work harder when they feel their hard work is recognized. We have several programs to designed to engage our workforce and incentivize them. Today, technology and social media are excellent tools for engaging your workforce. We use email blasts and social media posts to provide notice and recognition.</p> <p>Employee incentive programs are a great way of keeping high quality talent. For this reason, the following programs have been established with much success:</p> <p>Employee Referral Program</p> <p>We implemented an Employee Referral Program that pays out \$250 for any referral that is employed with us for a period of 90 days. Employee referrals tend to have a much higher retention rate than other forms of recruitment.</p> <p>Meritorious Service Awards</p> <p>The job of a security officer can sometimes become repetitive and complacency can set in. To help mitigate this, we established a Meritorious Service Award. This award is given to employees that performed their duties in an exemplary way during a crisis or incident. For example, if an officer performs first aid or performs life saving actions, we feel that officer should be recognized. We have many awards given to officers who feel they were "just doing their job." They are provided with a certificate and a gift card to a variety of different options. Their pictures are shared via email blast to the entire company and posted on our social media. We have found the officers that receive this award also tend to</p>
3.7.7	Describe the proposer's employee benefit plan, including what health benefits, insurance, retirement plans, paid time off, etc. that the proposer provides to their employees covered under this contract. Note – Please upload a copy of the plan (See section 1.8.4 for additional information).	-	Health insurance, dental insurance, vision insurance

**Training Program**

3.8.1	Describe and the current and proposed training program implemented by the Proposer to train its personnel. Note – Please upload a copy of the proposer's current training manual describing (See section 1.8.4 for additional information) 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 officers iii. Orientation of newly hired security officers iv. Continuing education/training v. In-service training/on the job training vi. Training resources vii. Training instructors	-	<p>Personnel Training</p> <p>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.</p> <p>Initial Training</p> <p>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.</p> <p>Training Program</p> <p>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.</p>
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**Readiness and Timeline**

3.9.1	Describe Proposer's ability and readiness to begin providing services as requested herein, assuming a start date of June 1st, 2023.	-	We are the incumbent service provider and would be able to immediate service to the City. If awarded contract, we would begin recruiting guards at the new pay rates for all locations.
3.9.2	Identify if the proposer anticipates a need to hire additional staff, implement new training schedule, purchase of equipment, etc., to provide services under this contract. Proposer should include a time-line to get this accomplished.	-	We would be hiring new staff for all the locations with the exception of City Hall. All other locations would be upgraded to guards that would be compensated at a more competetive hourly rate than they are now.

**Concerns**

3.10.1	Identify any issues or concerns of significance that may be appropriate.	-	None
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Question Set 4: Contact Information Form

#	Question	Response	Comment
<b>Company Information</b>			
4.1.1	Company Name	-	FPI Security Services, Inc.
4.1.2	Company Address	-	1771 N Flamingo Road, Pembroke Pines, FL 33028
<b>Primary Contact for the Project</b>			
4.2.1	Contact Name	-	Daniel Gonzalez
4.2.2	Contact Title	-	Vice President
4.2.3	Contact E-mail Address	-	<a href="mailto:Dgonzalez@fpisecurity.com">Dgonzalez@fpisecurity.com</a>
4.2.4	Contact Telephone Number	-	954-370-5300
<b>Authorized Approver</b>			
4.3.1	Contact Name	-	Daniel Gonzalez
4.3.2	Contact Title	-	Vice President
4.3.3	Contact E-mail Address	-	<a href="mailto:Dgonzalez@fpisecurity.com">Dgonzalez@fpisecurity.com</a>
4.3.4	Contact Telephone Number	-	954-370-5300
10 Questions		100.00% Complete	

Question Set 5: Proposer's Background Information

#	Question	Response	Comment
<b>Former Business</b>			
5.1.1	Under what former name has your business operated? Include a description of the business.	-	Florida Patrol Investigators
5.1.2	At what address was that business located?	-	1776 West 38 Place, Hialeah, FL 33012
<b>Past Failure</b>			
5.2.1	Have you ever failed to complete work awarded to you. If so, when, where and why?	No	No
<b>Inspected</b>			
5.3.1	Have you personally inspected the proposed WORK and do you have a complete plan for its performance?	No	Yes
<b>Subcontracting</b>			
5.4.1	Will you subcontract any part of this WORK? If you will be subcontracting any part of this work, provide 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). (Note: The proposed 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.)	No	No
<b>Bankruptcy Petitions</b>			
5.5.1	List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.	-	None
<b>Bond Claims</b>			
5.6.1	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
<b>Claims, Arbitrations, Administrative Hearings and Lawsuits</b>			
5.7.1	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.	-	CACE22015203-Jane Doe Plaintiff vs. Cenvill Recreation, Inc., et al Defendant Mother was assaulted by son at Century Village. Suit was brought against FPI and Century Village. CACE21016208-Gabriella Ibanez, by and through her parents and Plaintiff vs. Firstkey Homes, LLC., et al Defendant Drive by shooting resulted in an innocent bystander minor injured. Parents brought suit.
<b>Criminal Proceedings or Hearings</b>			
5.8.1	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
<b>Company Classification</b>			
5.9.1	In regards to the commodities/services proposed, which of the following best classifies your firm? If you selected any options besides "Original Provider" please explain.	Original Provider	
<b>Debarment/Suspension</b>			
5.10.1	Have you ever been debarred or suspended from doing business with any governmental agency? If you have been debarred or suspended from doing business with any governmental agency, please explain.	No	
<b>Similar Experience &amp; Contracts</b>			
5.11.1	Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years.	-	We have been providing these services to the City of Pembroke Pines since 2017. Additionally, we provide similar services to the City of Miami Beach, City of Coral Gables, City of Fort Lauderdale and City of Pompano Beach.
12 Questions		100.00% Complete	

**Question Set 6: Vendor Registration Checklist**

#	Question	Response	Comment
<b>Vendor Information Form</b>			
6.1.1	Did you submit a completed Vendor Information Form in the Vendor Registration Portal?	Yes	
<b>Form W-9 (Rev. October 2018 or later)</b>			
6.2.1	Did you submit a W-9 Form (Revised October 2018 or later) in the Vendor Registration Portal?	Yes	
<b>Company Profile</b>			
6.3.1	Did you submit your Company Profile Form in the Vendor Registration Portal?	Yes	
<b>Sworn Statement on Public Entity Crimes Form</b>			
6.4.1	Which option did you select on the Sworn Statement on Public Entity Crimes Form?	A) Not Charged / Convicted	
<b>Equal Benefits Certification Form</b>			
6.5.1	Which option did you select on the Equal Benefits Certification Form?	A) Complies	
<b>Vendor Drug-Free Workplace Certification Form</b>			
6.6.1	Which option did you select on the Vendor Drug-Free Workplace Certification Form?	Complies Fully	
<b>Scrutinized Company Certification</b>			
6.7.1	Did you submit a completed Scrutinized Company Certification in the Vendor Registration Portal?	Yes	
<b>E-Verify System Certification Statement</b>			
6.8.1	Did you submit a completed E-Verify System Certification Statement in the Vendor Registration Portal?	Yes	
<b>Veteran Owned Small Business Preference Certification</b>			
6.9.1	Which option did you select on the Veteran Owned Small Business Preference Certification? Note - If certifying that your business is a Veteran Owned Small Business, you must also attach a "Determination Letter" from the U.S. Dept. of Veteran Affairs Center	Not a Veteran Owned Small Business	
<b>Local Business Tax Receipts</b>			
6.10.1	Did you submit your Local Business Tax Receipts in the Vendor Registration Portal?	Yes	
<b>Local Vendor Preference Certificate</b>			
6.11.1	Which option did you select on the Local Vendor Preference Certification? Note - If certifying that your business is a Local Pembroke Pines or Broward County vendor, you must also attach applicable current business tax receipt(s) 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.	Local Pembroke Pines Vendor	
<b>11 Questions</b>		<b>100.00% Complete</b>	

# PLAN YEAR 2022-23

## BENEFITS AT A GLANCE

PRESENTED TO  
FPI Security Services, Inc.



Employee Benefits Consultant:  
Jorge A. Valdes  
Email: [Jorge@fdnational.com](mailto:Jorge@fdnational.com)  
Office: 786-388-0030

 FDNationalMiami  
 FDNationalMiami



# Financial Designs Benefits Team

Exhibit "B"



[claims@fdnational.com](mailto:claims@fdnational.com)

- Claim Issues
- Prescription questions
- Authorizations

[service@fdnational.com](mailto:service@fdnational.com)

- Benefits questions
- Help finding a physician
- Order an ID Card

We provide a fully bilingual staff on hand to answer any of your questions and guide you through the use of your employee benefits. You can count on our team to help with everything and anything, so don't hesitate to call or email us.

**Office Hours:** 8:00 a.m. – 5:00 p.m.

**Phone:** 786.388.0030

8000 NW 7 Street, Suite 201, Miami, FL 33126



# Medical & Gap Benefits

Exhibit "B"



Description of Benefits	Neighborhood HMO COJ8 / NH2Y	Transamerica AmWins \$6000/\$6000 with Lab	Transamerica AmWins \$8000/\$8000 with Lab
<b>In-Network</b>			
PCP Office Copay	\$0	up to \$6000 will be paid to the provider for certain diagnostic and surgical procedures performed in the physician's office; (No coverage for X-Rays in office)	up to \$8000 will be paid to the provider for certain diagnostic and surgical procedures performed in the physician's office; (No coverage for X-Rays in office)
Specialist Office Copay	\$75		
Virtual Visits	\$0 (amwell)		
Minute Clinic	\$25		
Urgent Care	\$50	up to \$6000 will be paid to the provider	up to \$8000 will be paid to the provider
Emergency Room Copay	50% after \$4000 deductible	up to \$6000 will be paid to the provider	up to \$8000 will be paid to the provider
Minor Diagnostics (X-Ray and Laboratory Services)	50% after \$4000 deductible	up to \$6000 will be paid to the provider	up to \$8000 will be paid to the provider
Major Diagnostic Services (MRI, MRA, PET Scan, CAT Scan, Nuclear Imaging, etc.)	Designated: \$400 Non-Designated: \$500 + 50% after deductible	up to \$6000 will be paid to the provider	up to \$8000 will be paid to the provider
Outpatient Surgery Copay	50% after \$4000 deductible	up to \$6000 will be paid to the provider	up to \$8000 will be paid to the provider
Inpatient Hospital Copay	50% after \$4000 deductible	up to \$6000 will be paid to the provider	up to \$8000 will be paid to the provider
Coinsurance	50%		
Deductibles - Individuals / Families	\$4,000/\$8,000		
Out-of-Pocket Maximum	\$8,500/\$17,000		
Referrals required for specialists?	No		
<b>Prescription Medicines</b>			
Prescription Drug Benefit	\$10/\$40/\$140/\$300 (\$10/\$40/\$140/\$500) <b>No Walgreens</b>		



# Medical & Gap Rates



## Medical Bi-Weekly Deductions

Neighborhood HMO COJ8 / NH2Y	
Employee Only	\$63.42
Employee + Spouse	\$305.92
Employee + Child(ren)	\$269.55
Employee + Family	\$512.04

## Gap Bi-Weekly Deductions

	Transamerica \$6000/\$6000	Transamerica \$8000 / \$8000
Employee Only	\$36.93	\$43.54
Employee + Spouse	\$78.35	\$92.00
Employee + Child(ren)	\$65.69	\$77.86
Employee + Family	\$119.26	\$137.19





# Dental & Vision Benefits

## Humana Employee Dental Benefits

### Description of Benefits PPO INFS

Diagnostic	In-Network	Out-of-Network
Periodic Oral Evaluation	100%	80%
X-rays	100%	80%
Cleanings (2 per year)	100%	80%
<b>Basic services</b>		
Restorations	80%	50%
General services (Emergency treatment)	80%	50%
Simple extractions	80%	50%
Endodontics	80%	50%
Periodontics	80%	50%
<b>Major services</b>		
Inlays/Onlays/Crowns	50%	50%
Oral surgery (includes surgical extractions)	50%	50%
Dentures	50%	50%
Bridges	50%	50%
Child Ortho	\$1,000 up to age 19	
Deductibles	\$50/\$50	
Waiting Period	No waiting period	
Annual max	Unlimited	

## Humana Employee Vision Benefits

### Description of Benefits 130

Exams (Glasses or Contacts)	\$10 one every 12 Months
Materials	\$15 copay for Glasses or Contacts
Frames	\$130 allowance every 12 months
Elective Contact Lenses	\$130 allowance every 12 months



# Dental & Vision Rates

## Humana Dental & Vision Bundle

Employee Bi-Weekly Deductions	
Employee Only	\$18.08
Employee + Spouse	\$36.17
Employee + Child(ren)	\$47.29
Employee + Family	\$66.18



### Find a Dentist Provider

Log on to [www.humana.com](http://www.humana.com) and select find a Dentist. Select the distance and input your zip code. Then select PPO coverage and network PPO/Traditional Preferred based on your current plan. Select and finally search based on all options, Dentist name, or specialty practice.



### Find a Vision Provider

Log on to [www.humana.com](http://www.humana.com) and select find an eye doctor. Scroll down and select Vision Care Plan – VPC (Coverage through an employer). Then input your zip code and search.





# FD National Resources

[www.fdnational.com](http://www.fdnational.com)

Exhibit "B"



## service@fdnational.com

Having trouble with the app? Call us and we can help with:

- Help finding a physician or independent facility
- Order an ID Card

## claims@fdnational.com

Our claims concierge specialists are here to help with:

- Medical Claim Issues,
- Prescription questions
- Prior Authorizations
- Gap Claims

## ease

Your one stop shop for your benefits!:

- Elect or waive benefits.
- Throughout the year, under the document tabs you will have all links, benefit summaries and documents related to your benefits..



## My UHC



Your **My UHC App** is your on-the-go resource to... Find nearest providers, check benefits and claims, access your ID cards.



### Your Virtual Visit app:

- Access a doctor 24/7, no appointment needed,
- Doctor can diagnose and prescribe.
- All you need is your NHP information, credit card, and pharmacy location.

## EAP: ( [1-888-887-4114](tel:1-888-887-4114) )

### Provides confidential support to help employees manage:

- Stress, depression and anxiety.
- Parenting and family issues.
- Financial and legal concerns.
- Work-life balance



Wellness website that offers employees personalized wellness plan. When missions are accomplished, you can use these coins towards gift cards!



Weight loss program that provides:

- An online coach who helps you set goals
- Digital tools to track your food, activity and weight loss progress
- Success Kit that includes scales, recipes and workout DVDs

## Free Fitness Programs



FINANCIAL  
DESIGNS



## INPATIENT HOSPITAL BENEFITS

Your policy pays benefits for inpatient hospital stays, inpatient procedures, inpatient physician charges, and even routine nursery care for dependent children. Your employer determines your calendar year maximum benefit (multiplied by three for an insured family).

## OUTPATIENT HOSPITAL BENEFITS

**Your policy also pays benefits (separate from the inpatient hospital benefits) for:**

- Radiological diagnostic testing performed in a hospital outpatient facility or a magnetic resonance imaging (MRI) facility
- Radiation therapy or chemotherapy authorized by a radiologist, chemotherapist, or an oncologist for outpatient cancer treatment
- Outpatient surgery performed in a hospital facility, free-standing surgery center, or physician's office
- MRIs, CT scans, PET scans, diagnostic ultrasounds, and electrocardiogram (EKG) tests performed in a physician's office (X-rays and lab fees are not included)
- Cardiac catheterizations and stress tests
- Accident, injury, or emergency condition treatment in a hospital ER or urgent care center
- Laboratory tests performed on an outpatient basis in an independent laboratory (a lab that is independent of both an attending or consulting physician's office and of a hospital).



### Online Member Portal

Log on to [www.webtpa.com](http://www.webtpa.com), click **LOGIN**, then **MEMBER LOG IN**, scroll down and click **CONTINUE**, and then **REGISTER NOW!**



- View benefit plan information
- Download and print ID cards
- View claims and deductible balances



## 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



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.



- 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**

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)**

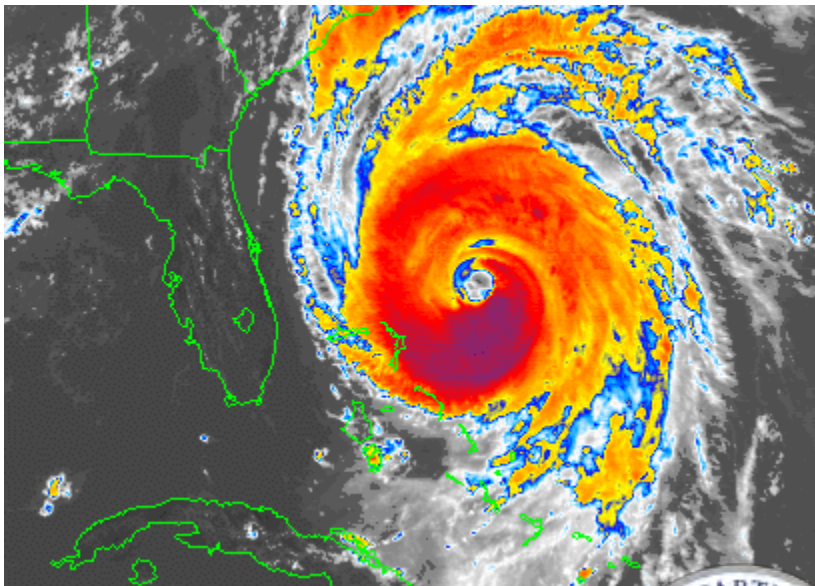
**Post: All, Including Dispatch Center and Administrative Offices**

**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

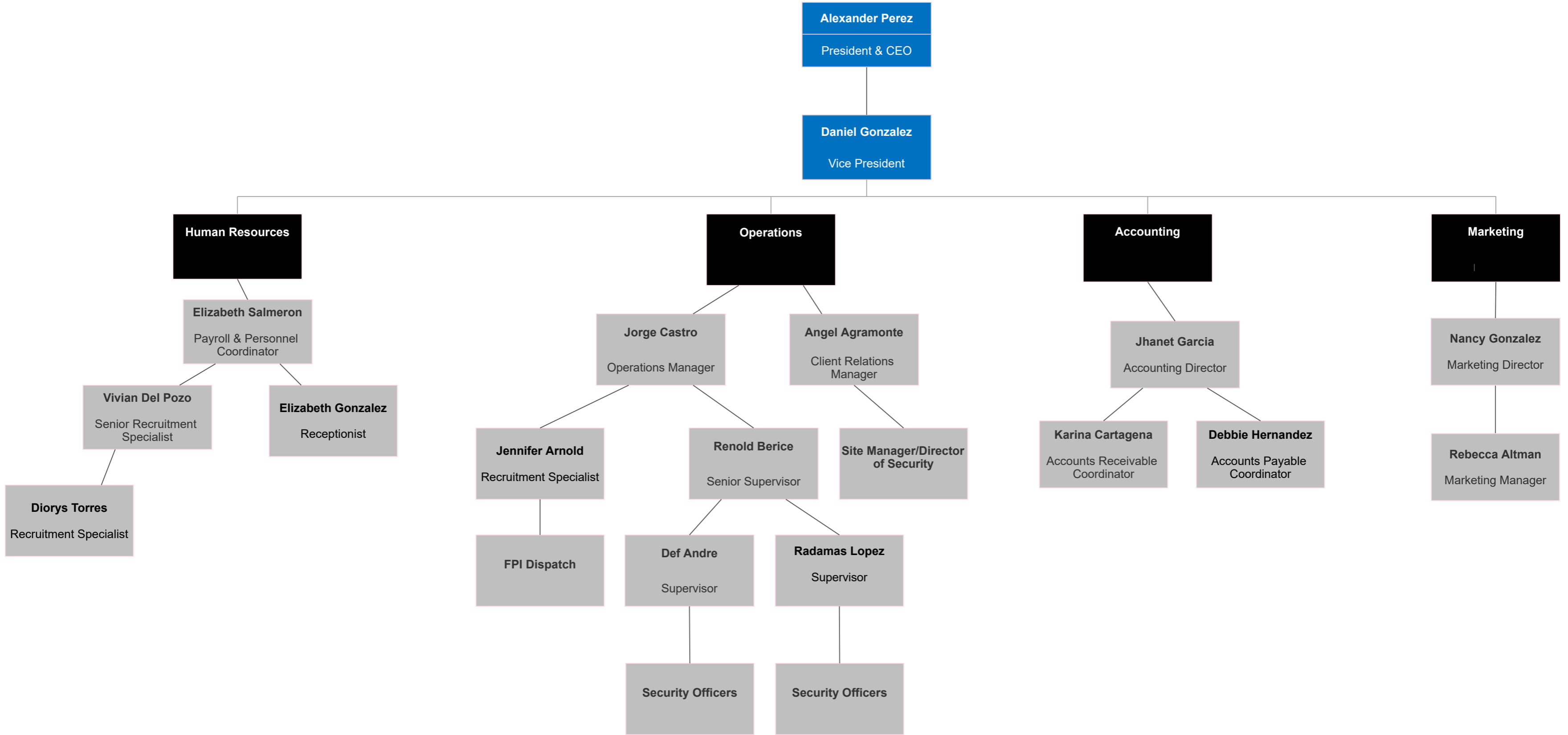
## Communication and Dispatch Center



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







**ALEXANDER ANDRES PEREZ**  
**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



**DANIEL GONZALEZ**  
**E-Mail: [dgonzalez@fpisecurity.com](mailto:dgonzalez@fpisecurity.com)**

**Position:**

Vice President, FPI Security Services, Inc.

**Summary:**

A goal oriented individual with 10 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

**Education:**

**Broward College**, Hollywood, FL  
Emergency Management

**Saint Thomas University**, Miami Gardens, FL  
Bachelor of Arts in Organizational Leadership

**Florida International University, College of Law**, Miami, FL  
Juris Master

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

**JORGE CASTRO**

1771 N Flamingo Rd, Pembroke Pines, FL 33028

Office: 954-370-5300 Mobile: 786-452-5351

Email: [jcastro@fpisecurity.com](mailto:jcastro@fpisecurity.com)

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**Position:**

Operations Manager, FPI Security Services

**Summary:**

A seasoned and goal oriented professional with over 15 years of experience in the private security, government, and law enforcement industries.

**Experience:****December 2022-Current**

FPI Security Services

Operations Manager

**March 2003-Current**

Department of Homeland Security United States, Coast Guard

Maritime Federal Law Enforcement Officer

**August 2020-December 2022**

Saeta Guard Services

Chief Operations Officer & President

**February 2007-July 2020**

Kent Security Services

District Manager & Vice President of Operations

**March 2003-January 2005**

Securitas Security Company

Security Director

**August 2002-March 2003**

Pinkerton Burns Security Company

Security Director

**Education:****University of Phoenix, Phoenix, AR**

Bachelors Degree in Criminal Justice

**Miami Dade College, Miami, FL**

Minors in Police Operations and Criminal Psychology

**Skills:**

Bilingual in Spanish and English, Microsoft Office Suite Proficient, Savvy in quickly understanding different applications for security cameras and surveillance systems.



**ANGEL AGRAMONTE**

1771 N Flamingo Road, Pembroke Pines FL 33028

Office: 305-827-4300 Mobile: 347- 595-9004

Email: [agramonte@fpisecurity.com](mailto:agramonte@fpisecurity.com)

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**Position:**

Client Relations Manager, FPI Security Services

**Summary:**

Military veteran with exceptional knowledge of real estate markets and business practices. Strong real estate background combined with fluency in management of on-site and off-site staff. Skilled at learning new concepts quickly, working well under pressure, and communicating ideas clearly and effectively.

**Experience:**

**August 2022-Present**

FPI Security Services  
Client Relations Manager

**April 2022-August 2022**

Blue Lagoon Condominiums  
Assistant Property Manager

**January 2020-October 2021**

The Cortes-Vega Law Firm  
Legal Assistant

**January 2019- May 2019**

J&J Management Services  
Assistant Property Manager

**April 2014-April 2017**

National Guard  
Logistics Specialist

**August 2015-October 2016**

Pinnacle Management  
Assistant Property Manager

**Education:**

Hostos Community College  
Bachelor of Arts, Psychology

**Additional Skills**

Fluent in English and Spanish, Microsoft Office Suite Proficient



**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



## 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:



<b>I. Roles and Functions of Security Personnel (2 HOURS)</b>
<ul style="list-style-type: none"> <li>• <i>Protection of Person and Property</i></li> <li>• <i>Role of Security Personnel</i></li> <li>• <i>Public Relations</i></li> <li>• <i>Human/Interpersonal Relations</i></li> </ul>
<b>II. Report Writing (2 HOURS)</b>
<ul style="list-style-type: none"> <li>• <i>Report Elements 6 interrogatives (Who, What, When, Where, How, Why)</i></li> <li>• <i>Requirement for legibility and literacy (clear, neat, complete, brief, accurate, prompt)</i></li> <li>• <i>Significance and Use of Reports</i></li> <li>• <i>Observation Techniques</i></li> <li>• <i>Field Note-Taking Pre-Requisite to Good reporting</i></li> <li>• <i>Procedure (outline, draft &amp; final product)</i></li> <li>• <i>Importance of Proofreading</i></li> <li>• <i>Sample Report Common to the Security Industry</i></li> <li>• <i>Grammar Guidance</i></li> <li>• <i>Punctuation and Capitalization</i></li> </ul>
<b>III. Ethics and Professional Conduct (1 HOUR)</b>
<ul style="list-style-type: none"> <li>• <i>Describe what professional conduct is for a security officer</i></li> <li>• <i>Code of conduct or code of ethics (defined)</i></li> <li>• <i>Uniform and personal Grooming</i></li> <li>• <i>Effective Assertiveness</i></li> <li>• <i>Discipline</i></li> <li>• <i>Readiness: Shift work and sleep adjustment</i></li> <li>• <i>Alertness</i></li> <li>• <i>Honesty</i></li> <li>• <i>Developing rapport with management, employees and guests</i></li> </ul>
<b>IV. Legal Issues / Civil Liability (2 HOURS)</b>
<ul style="list-style-type: none"> <li>• <i>Felonies - misdemeanors ( types, punishment &amp; identification)</i></li> <li>• <i>Arrest - Detention</i></li> <li>• <i>Search - Seizure</i></li> <li>• <i>Use of Force</i></li> <li>• <i>Interviews</i></li> <li>• <i>Testify - Courts, Depositions, State Attorney Hearings</i></li> <li>• <i>Florida Criminal Laws relative to common crimes, such as theft, assault, battery,</i></li> <li>• <i>robbery and burglary</i></li> <li>• <i>Limitations of Arrest Authority (citizen arrest and retail theft)</i></li> <li>• <i>Legal use of Force and Chapter 776, Florida Statues</i></li> <li>• <i>Response to Crimes in Progress</i></li> <li>• <i>Guidelines for when client requests a search</i></li> </ul>



#### **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 @, 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 foregoing 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).



FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

NICOLE "NIKKI" FRIED  
COMMISSIONER

DIVISION OF LICENSING

09/28/20  
DATE ISSUED

12/15/23  
DATE OF EXPIRATION

B 0001169  
LICENSE NUMBER

FLORIDA PATROL INVESTIGATORS, INC.  
DBA FPI SECURITY SVCES.

1771 N. FLAMINGO ROAD  
PEMBROKE PINES, FL 33028

PEREZ, ALEXANDER ANDRES, PRESIDENT

THE SECURITY AGENCY NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF  
CHAPTER 493, FLORIDA STATUTES.



*Nicole Fried*

NICOLE "NIKKI" FRIED  
COMMISSIONER





**VENDOR INFORMATION FORM**

MAIN CONTACT INFORMATION			
<b>Company Name (Legal Name as filed with IRS)</b>	<u>FPI Security Services, Inc.</u>		
<b>Doing Business As (DBA)</b>			
<b>Primary Business Address</b>	<u>1771 N Flamingo Road</u>		
	<b>City:</b>	<u>Pembroke Pines</u>	
	<b>State:</b>	<u>FL</u>	<b>Zip:</b> <u>33028</u>
	<b>Country:</b>	<u>USA</u>	
<b>Remit To Address</b>	<u>1771 N Flamingo Road</u>		
	<b>City:</b>	<u>Pembroke Pines</u>	
	<b>State:</b>	<u>FL</u>	<b>Zip:</b> <u>33028</u>
	<b>Country:</b>	<u>USA</u>	
<b>Order From Address</b>	<u>1771 N Flamingo Road</u>		
	<b>City:</b>	<u>Pembroke Pines</u>	
	<b>State:</b>	<u>FL</u>	<b>Zip:</b> <u>33028</u>
	<b>Country:</b>	<u>USA</u>	
<b>Foreign Entity (Yes/No)</b>	<u>No</u>		
<b>Telephone Number</b>	<u>954-370-5300</u>		
<b>Primary Company E-mail</b>	<u>Dgonzalez@fpisecurity.com</u>		
<b>Fax</b>			
<b>Website</b>	<u>www.fpisecurity.com</u>		
<b>DUNS</b>			
<b>Independent Contractor (Yes/No)</b>	<u>yes</u>		
<b>Identification Number</b>	<b>SSN:</b>		<b>FID:</b> <u>37-1499692</u>

GENERAL PAYMENT TERMS		
<b>Discount Percent</b>	<b>Days to Discount</b>	<b>Days to Net</b>
Defines the discount percentage the vendor extends to your organization.	Number of days which payment must be received to claim the discount percent.	Number of days that the vendor allows before requiring net payment.

CONTACT INFORMATION			
<b>Contact Name (First &amp; Last Name)</b>	<u>Daniel Gonzalez</u>		
<b>Description/Title/Position</b>	<u>Vice President</u>		
<b>Phone (Voice)</b>	<u>954-370-5300</u>		
<b>Phone (Text)</b>	<u>786-389-9833</u>	<b>Opt In (Y/N):</b>	<u>Y</u>
<b>Fax</b>			
<b>E-mail</b>	<u>Dgonzalez@fpisecurity.com</u>		

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**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 of the person whose name is entered on line 1. 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:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

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.) See instructions.  
**1771 N Flamingo Road**

**6** City, state, and ZIP code  
**Pembroke Pines, FL 33028**

**7** List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

			-						
--	--	--	---	--	--	--	--	--	--

or

**Employer identification number**

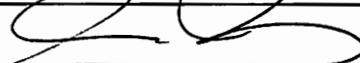
3	7	-	1	4	9	9	6	9	2
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**    Signature of U.S. person ▶     Date ▶ 4/5/2023

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.  
*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



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

1. This sworn statement is submitted FPI Security Services  
(name of entity submitting sworn statement) whose business address is  
1771 N Flamingo Road, Pembroke Pines, FL 33028  
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 Daniel Gonzalez and my  
(Please print name of individual signing)  
relationship to the entity named above is Vice President.
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime: or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a



joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**


A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Daniel Gonzalez  FPI Security Services 5/27/2022  
Bidder's Name/Signature Company Date



**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;



City of Pembroke Pines

- 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

AUTHORIZED OFFICER NAME / SIGNATURE: Daniel Gonzalez Digitally signed by Daniel Gonzalez  
Date: 2022.05.27 10:29:17 -04'00'



**VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM**

**SECTION 1 GENERAL TERM**

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

**IDENTICAL TIE BIDS** - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

**SECTION 2 AFFIRMATION**

Place a check mark here only if affirming bidder **complies fully** with the above requirements for a Drug-Free Workplace.

Place a check mark here only if affirming bidder **does not** meet the requirements for a Drug-Free Workplace.

**Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Drug-Free Workplace Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Drug-Free Workplace Preference based on their sub-contractors’ qualifications.**

Daniel  
Gonzalez  
Authorized Signature

Digitally signed by Daniel  
Gonzalez  
Date: 2022.05.27 10:37:26  
-04'00'

Daniel Gonzalez  
Authorized Signer Name

FPI Security Services  
Company Name



**SCRUTINIZED COMPANY CERTIFICATION  
PURSUANT TO FLORIDA STATUTE § 287.135.**

I, Daniel Gonzalez, on behalf of FPI Security Services,  
Print Name and Title Company Name

certify that FPI Security Services :  
Company Name

1. Does not participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

<u>FPI Security Services</u>	<u>Daniel Gonzalez</u>	<u>Vice President</u>
Company Name	Print Name / Signature	Title



**E-VERIFY SYSTEM CERTIFICATION STATEMENT  
(UNDER SECTION 448.095, FLORIDA STATUTES)**

1. Definitions:
  - a. **“Contractor”** means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.
  - b. **“Subcontractor”** means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
  - c. **“E-Verify system”** means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
  
2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:
  - a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
  - b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
  - c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility,” as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.
  
3. Contract Termination
  - a. If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
  - b. If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
  - c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
  - d. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
  - e. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

**FPI Security Services**

COMPANY NAME: \_\_\_\_\_

**Daniel Gonzalez**

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: FPI Security Services

PRINTED NAME / AUTHORIZED SIGNATURE: Daniel Gonzalez Digitally signed by Daniel Gonzalez Date: 2022.05.27 10:38:30 -04'00'

**Local Business Tax Certificate**

In the event the business to which this receipt was issued changes hands, the receipt will become null and void. An application for a new receipt must be made.

**Business Name:** FPI SECURITY SERVICES INC  
**Business Location:** 1771 N FLAMINGO RD ST  
PEMBROKE PINES, FL 33026-0000

**Account Number:** 20190216-2022-1  
**Business Description:** SECURITY GUARD SERVICES  
**Receipt Expiration:** Expires on 9/30/2023

**Business Classifications**

SIGN-Sign

MEP-Security Guards

License Number: 20190216-2022-1

FPI SECURITY SERVICES INC

FPI SECURITY SERVICES INC

License Details | Tab Elements | Main Menu

License Details

License Type:	Commercial	District:	1	Applied Date:	06/16/2022
Account Number:		Issued By:	Schauer, Shari	Period Start Date:	09/30/2022
Status:	Issued-L			Expiration Date:	09/30/2023
Description:	SECURITY GUARD SERVICES				

- Business
- Locations
- Fees
- Attachments
- Contacts
- More Info

Business | Next Tab | License Details | Main Menu

Business

Company Name:	FPI SECURITY SERVICES INC	DBA:	FPI SECURITY SERVICES INC	Open Date:	09/04/2019
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**Daniel Gonzalez JM**  
 Vice President  
*FPI Security Services*



-  +1 954 370 5300 ext. 101
-  Dgonzalez@fpisecurity.com
-  1771 N Flamingo Road  
Pembroke Pines, FL 33028
-  Visit our Website
-  Apply Here!





SAVE CONTACT



**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

PRINTED NAME / AUTHORIZED SIGNATURE: Daniel Gonzalez Digitally signed by Daniel Gonzalez Date: 2022.05.27 10:31:23 -04'00'

# *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, 2022, that its most recent annual report/uniform business report was filed on March 7, 2022, 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 Twenty-seventh day of May,  
2022*



  
Secretary of State

Tracking Number: 8333103394CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

**Agreement for the Provision of Security Guard Services**  
**Exhibit "C" - Location Numbers, Properties, Schedules, Types of Security**

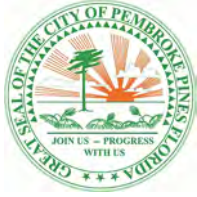
<b>Location Number</b>	<b>Property Name</b>	<b>Property Address</b>	<b>Schedule</b>	<b>Type of Security</b>	<b>Estimated Hours per Week</b>	<b>Estimated Hours per Year</b>
1	Academic Village (Pool & Water Tank)	17189 Sheridan Street, Pembroke Pines, FL 33331	7:00 p.m. - 7:00 a.m. Mon - Fri 24 hours per day Sat & Sun	1 Unarmed Officer	108	5,616
2	Storage Lot	10801 Pembroke Road, Pembroke Pines, FL 33025	7:00 p.m. - 7:00 a.m. 7 days per week	1 Unarmed Officer with a Marked/Lighted Golf Cart	84	4,368
3	Pines Place Guardhouse	8210 Florida Drive, Pembroke Pines, FL 33025	24 hours per day 7 days per week	1 Unarmed Officer	168	8,736
4	Howard C. Forman, Human Services Campus (entire campus property)	8300 S. Palm Drive, Pembroke Pines, FL 33025	7:00 p.m. - 7:00 a.m. 7 days per week	1 Unarmed Officer with a Marked/Lighted Patrol Vehicle	84	4,368
5	Utilities Customer Service	8300 S. Palm Drive, Pembroke Pines, FL 33025	6:30 a.m. - 6:00 p.m. Mon - Thu	1 Armed Officer	46	2,392
6	City Hall	601 City Center Way, Pembroke Pines, FL 33025	7:00 a.m. - 6:30 p.m. Mon - Thu	City Center Armed Security Officer	46	2,392
7	Central Early Development Center ("EDC") (Summer Session)	12200 Sheridan Street, Building P, Pembroke Pines, FL 33026	6:30 a.m. - 6:30 p.m. Mon - Fri	Class G Armed Security Officer with Guardian Program Training	60	540
8	West Early Development Center ("EDC") (Summer Session)	1600 SW 184 Avenue, Pembroke Pines, FL 33029	6:30 a.m. - 6:30 p.m. Mon - Fri	Class G Armed Security Officer with Guardian Program Training	60	540
				<b>TOTALS:</b>	<b>656</b>	<b>28,952</b>
Properties, schedules, and type of security for the performance of services may be amended from time to time, on an as-needed basis, at the sole discretion of the CITY.						
Services at a given location number shall be provided by a single CONTRACTOR.						

**Agreement for the Provision of Security Guard Services**  
**Exhibit "C-1" - Location Numbers, Properties, Schedules, Types of Security**

Location Number	Property Name	Property Address	Schedule	Type of Security	Estimated Hours per Week	Estimated Hours per Year
1	Academic Village (Pool & Water Tank)	17189 Sheridan Street, Pembroke Pines, FL 33331	7:00 p.m. - 7:00 a.m. Mon - Fri 24 hours per day Sat & Sun	1 Unarmed Officer	108	5,616
2	Storage Lot	10801 Pembroke Road, Pembroke Pines, FL 33025	7:00 p.m. - 7:00 a.m. 7 days per week	1 Unarmed Officer with a Marked/Lighted Golf Cart	84	4,368
3	Pines Place Guardhouse	8210 Florida Drive, Pembroke Pines, FL 33025	24 hours per day 7 days per week	1 Unarmed Officer	168	8,736
4	Howard C. Forman, Human Services Campus (entire campus property)	8300 S. Palm Drive, Pembroke Pines, FL 33025	7:00 p.m. - 7:00 a.m. 7 days per week	1 Unarmed Officer with a Marked/Lighted Patrol Vehicle	84	4,368
5	Utilities Customer Service	8300 S. Palm Drive, Pembroke Pines, FL 33025	6:30 a.m. - 6:00 p.m. Mon - Thu	1 Armed Officer	46	2,392
6	City Hall	601 City Center Way, Pembroke Pines, FL 33025	6:30 a.m. - 6:30 p.m. Mon - Thu	City Center Armed Security Officer	48	2,496
7	Central Early Development Center (“EDC”) (Summer Session)	12200 Sheridan Street, Building P, Pembroke Pines, FL 33026	6:30 a.m. - 6:30 p.m. Mon - Fri	Class G Armed Security Officer with Guardian Program Training	60	540
				<b>TOTALS:</b>	<b>598</b>	<b>28,516</b>
Properties, schedules, and type of security for the performance of services may be amended from time to time, on an as-needed basis, at the sole discretion of the CITY.						
Services at a given location number shall be provided by a single CONTRACTOR.						

**Agreement for the Provision of Security Guard Services**  
**Exhibit "C-2" - Location Numbers, Properties, Schedules, Types of Security**

Location Number	Property Name	Property Address	Schedule	Type of Security	Estimated Hours per Week	Estimated Hours per Year
1	Academic Village (Pool & Water Tank)	17189 Sheridan Street, Pembroke Pines, FL 33331	7:00 p.m. - 7:00 a.m. Mon - Fri 24 hours per day Sat & Sun	1 Unarmed Officer	108	5,616
2	Storage Lot	10801 Pembroke Road, Pembroke Pines, FL 33025	7:00 p.m. - 7:00 a.m. 7 days per week	1 Unarmed Officer with a Marked/Lighted Golf Cart	84	4,368
3	Pines Place Guardhouse	8210 Florida Drive, Pembroke Pines, FL 33025	24 hours per day 7 days per week	1 Unarmed Officer	168	8,736
4	Howard C. Forman, Human Services Campus (entire campus property)	8300 S. Palm Drive, Pembroke Pines, FL 33025	7:00 p.m. - 7:00 a.m. 7 days per week	1 Unarmed Officer with a Marked/Lighted Patrol Vehicle	84	4,368
5	Utilities Customer Service	8300 S. Palm Drive, Pembroke Pines, FL 33025	6:30 a.m. - 6:00 p.m. Mon - Thu	1 Armed Officer	46	2,392
6	City Hall	601 City Center Way, Pembroke Pines, FL 33025	6:30 a.m. - 6:30 p.m. Mon - Thu	City Center Armed Security Officer	48	2,496
				<b>TOTALS:</b>	<b>538</b>	<b>27,976</b>
Properties, schedules, and type of security for the performance of services may be amended from time to time, on an as-needed basis, at the sole discretion of the CITY.						
Services at a given location number shall be provided by a single CONTRACTOR.						



# City of Pembroke Pines, FL

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

## Agenda Request Form

**Agenda Number: 15.**

**File ID:** 23-0500

**Type:** Bid

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 06/21/2023

**Short Title:** Award of TS-22-13 "Security Guard Services"

**Final Action:** 08/16/2023

**Title:** MOTION TO APPROVE THE FINDINGS AND RECOMMENDATION OF THE EVALUATION COMMITTEE AND TO AWARD TS-22-13 "SECURITY GUARD SERVICES" TO FPI SECURITY SERVICES AS THE PRIMARY CONTRACTOR, AMERICAN GUARD SERVICES, INC. AS THE SECONDARY CONTRACTOR, AND UNIVERSAL PROTECTION SERVICE, LLC. AS THE TERTIARY CONTRACTOR, IN AN AMOUNT NOT TO EXCEED \$4,290,195.10 WHICH INCLUDES A 10% OWNER'S CONTINGENCY IN THE AMOUNT OF \$390,017.74, FOR AN INITIAL THREE (3) YEAR PERIOD.

**\*Agenda Date:** 08/16/2023

**Agenda Number:** 15.

### Internal Notes:

**Attachments:** 1. TS-22-13 Bid Tabulation, 2. 06-01-2023 Meeting Minutes, 3. Summary Ranking and Score Sheets, 4. FPI - Security Guard Services Agreement, 5. American Guard Services - Security Guard Services Agreement, 6. Universal Protection - Security Guard Services Agreement, 7. Exhibit A - Security Guard Services RFP # TS-22-13, 8. Exhibit B - FPI Security Services - Bid Submittal, 9. Exhibit B - American Guard Services, Inc - Bid Submittal, 10. Exhibit B - Universal Protection Service, LLC - Bid Submittal, 11. Exhibit C - Locations, Properties, Schedules, Types of Security.pdf

### Related Files:

1 City Commission 08/16/2023 approve Pass  
**Action Text:** A motion was made to approve on the Consent Agenda  
Aye: - 4 Vice Mayor Siple, Commissioner Schwartz, Commissioner Good Jr., and  
Commissioner Castillo  
Nay: - 0  
Absent: - 1 Mayor Ortis

### SUMMARY EXPLANATION AND BACKGROUND:

1. On February 1, 2023, the City Commission authorized the advertisement of TS-22-13 "Security Guard Services", which was advertised on February 7, 2023.

2. The purpose of this solicitation is to ensure the highest level of security at each facility where services are provided. The contractor shall provide adequate number of personnel to provide the services stipulated at the designated locations and hours.

3. On March 14, 2023, the City opened ten (10) proposals from the following vendors, listed in order of lowest to highest proposed annual cost, not including contingency:

<b>Vendor Name</b>	<b>Annual Cost</b>
US Alliance Management	\$ 769,143.60
ATA Guard Security Provider	\$ 858,441.60
Blue Shield Security Protection, Inc.	\$ 860,588.00
Consumer Investigations	\$ 917,366.56
Strategic Security Corp.	\$ 928,304.72
FPI Security Services	\$ 946,215.60
American Guard Services, Inc.	\$1,021,168.40
First Class Security Academy & Services	\$1,039,215.60
Shergroup USA, LLC.	\$1,233,972.80
Universal Protection Service, LLC.	\$1,300,059.12

4. On June 1, 2023, the City convened an evaluation committee to evaluate the qualifications of the proposers based on the weighted criteria provided for in the RFP documents and listed below:

- Project Cost (25%)
- Experience and Ability (25%)
- Previous Experience / References Form (15%)
- Firm's Understanding and Approach to the Work (30%)
- Local Vendor Preference/Veteran Owned Small Business Preference (5%)

5. At the June 1, 2023 meeting, a motion was made by the committee which passed unanimously to deem the following firms non-responsive for the following reasons:

- US Alliance Management and First Class Security Academy & Services did not submit a price proposal for the golf cart or the patrol vehicle;
- Blue Shield Security and Protection Inc. and Consumer Investigations dba Protection Bueau did not submit a burden rate;
- ATA Guard Security Provider, LLC. did not answer the questionnaires for Experience and Ability, Previous Experience, References Form, and Firm's Understanding & Approach.

6. As a result, the evaluation committee ranked the remaining vendors as shown below:

<b>Rank</b>	<b>Vendor Name</b>
1	FPI Security Services
2	American Guard Services, Inc.
3	Universal Protection Service, LLC.
4	Strategic Security Corp.
5	Shergroup USA, LLC.

7. Based on the scoring results, the evaluation committee unanimously approved a motion to recommend the City Commission to award RFP # TS-22-13 "Security Guard Services" to FPI Security Services as a primary vendor, American Guard Services, Inc. as a secondary vendor, and Universal Protection Service, LLC. as a tertiary vendor to ensure that the city has coverage during the term of the contract.

8. FPI Security Services, American Guard Services, Inc., and Universal Protection Service, LLC have completed the Equal Benefits Certification Form, and have all stated that the "Contractor currently complies with the requirements of this section."

9. Staff is requesting to add a 10% contingency to the total amount for any additional services that may be needed during the term of the agreement.

10. Request Commission to approve the findings and recommendation of the evaluation committee and to award RFP # TS-22-13 "Security Guard Services" to FPI Security Services as the primary vendor, American Guard Services, Inc. as the secondary vendor, and Universal Protection Service, LLC. as the tertiary vendor in an amount not to exceed \$4,290,195.10 which includes a 10% owner's contingency in the amount of \$390,017.74, for an initial (3) year period.

**FINANCIAL IMPACT DETAIL:**

**a) Initial Cost:** \$946,215.60 annually, utilizing FPI Security Services as the primary vendor. The amount not to exceed \$4,290,195.10 represents the three-year total of utilizing the tertiary vendor's (Universal Protection Service, LLC.) estimated annual amount of \$1,300,059.12 plus a 10% owner's contingency in the amount of \$130,005.91, for a total annual amount of \$1,430,065.03. However, the secondary and tertiary vendors would only be utilized in the event that the primary contractor cannot provide the requested services.

**b) Amount budgeted for this item in Account No:** The pro-rated funds needed for the remainder of the fiscal year are currently available in the budget for this project in the following accounts:

**Coding**

- 001-569-5002-534990-0000-000-0000-00209
- 001-554-8002-534990-0000-000-0000-00603
- 001-519-6008-534990-0000-000-0000
- 001-519-6001-534990-0000-000-0000-00345
- 001-572-7001-534990-0000-000-0000
- 471-535-6022-534990-0000-000-0000
- 471-536-6010-534990-0000-000-0000-00510
- 001-569-5002-534990-0000-000-0000-00208

**Grand Total**

**c) Source of funding for difference, if not fully budgeted:** No Applicable

**d) 5 year projection of the operational cost of the project:** Annual costs are estimated between \$946,215.60 to \$1,300,059.12, not including a 10% Contingency. Below are the amounts not to exceed for the 3 year period:

	Year 1	Year 2	Year 3	Year 4	Year 5
Revenues	\$0	\$0	\$0	\$0	\$0
Expenditures	\$1,430,065.03	\$1,430,065.03	\$1,430,065.03	\$0	\$0
Net Cost	\$1,430,065.03	\$1,430,065.03	\$1,430,065.03	\$0	\$0

**e) Detail of additional staff requirements:** Not Applicable.

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

**a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.

**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.