



ZEROEYESTM

Sales Quote / Order Form

Create Date: 5/14/2025

Exp. Date: 8/15/2025

Quote No.: 2025-05-PPCS - 01.v2

Bill to: Pembroke Pines - Academic Charter School

17189 Sheridan Street

Pembroke Pines, FL, 33331

Term 3 Year(s)	# of Camera Streams	Subtotal
Weapon Detection Service - Year 1	Up to 220	\$76,560
Weapon Detection Service - Year 2	Up to 220	\$76,560
Weapon Detection Service - Year 3	Up to 220	\$76,560
<u>One-time Platform Fee:</u> Platform Installation and Camera Audit.		N/A
Total		\$229,680

Sarah Besich 7/23/25

Customer Signature / Customer Name (typed) / Date
Pembroke Pines Charter School

Company Signature / Company Name (typed) / Date
ZeroEyes, Inc. , CS Rep

Order "Effective Date" 9/25/25

TERMS AND CONDITIONS

- By signing this Sales Quote, the Customer has read, acknowledged, and agreed to the terms and conditions set forth in the Subscription Agreement here:
<https://zeroeyes.com/zeroeyes-weapon-detection-service-agreement-authorized-subscriber-05-24/>
- Pricing is strictly confidential
- If paying annually, the Platform Fee is added to the 1st year's invoice
- Physical surveys will be charged an additional \$3,000 per onsite visit.
- Maximum of 10 mobile application users up to 500 streams. Can add one additional user for every 50 streams purchased beyond 500. Additional licenses can be added anytime for \$1000 per year, per 10 users.
- If you have any questions on this proposal, feel free to contact Sarah Besich, at your convenience by email at: sarahbesich@zeroeyes.com or by phone at: 210-632-7042

*Confidential***Subscription Agreement**

This Subscription Agreement (“Agreement”) is made and entered into by and between Company and Customer (each a “Party”) and together the “Parties”), as defined in the Order Form (Order) attached above or entered into by Company and Customer separately. This Agreement is effective as of the Order Effective Date, as specified in the first Order entered into by the Parties (the “Effective Date”).

A. The Company develops and commercializes a cloud-based platform and related services for Weapon detection, including Software-as-A-Services (SAAS) functionality, and other related software and services; and

B. Company and Customer desire to enter into this Agreement to enable Customer to receive certain services and license certain software from Company under this Agreement as specified in one or more Orders and/or SOWs.

In consideration of the mutual promises and covenants set forth in this Agreement, the Parties, intending to be legally bound, hereby agree as follows.

1. Definitions.

1.1 Definitions. Unless specifically defined below, capitalized terms are defined in Schedule A below.

2. Subscription Services and Professional Services.

2.1 License. Subject to Customer’s compliance with this Agreement, Company grants to Customer a non-exclusive, non-assignable (except as permitted in Section 8.3 below) license to receive the Subscription Services from Company, and to use the Subscription Services described in each Order, in the form provided by Company, during the applicable Subscription Term specified in that Order, and subject to any additional limitations specified in each Order. The foregoing license includes the right for Customer to permit the Authorized Users to receive, access and use the Subscription Services within the scope of the foregoing license granted to Customer, and otherwise subject to this Agreement. The licenses granted herein (and the related payment obligations) commence on the Effective Date unless the Order states otherwise. The Customer acknowledges and agrees that the Equipment delivered and setup as part of the Platform Setup Services (as defined below) contains preinstalled Software providing access to the Subscription Services even if the monitoring Services commence following the delivery of the Equipment and/or the Effective Date.

2.2 Weapon Detection and Image Screening. As part of the Subscription Services, upon receiving an Image from the Equipment, Company will provide the following services to Customer:

(a) Promptly after receiving such Image from the Equipment, the Operator will view the Image in an attempt to determine if the Image portrays someone with a Weapon. If the Operator determines that there is reasonable cause to conclude that the Image portrays someone with a Weapon, the Operator will initiate an Alert and transmit Data to the Authorized Users in accordance with the Company’s then current policies, procedures or practices and thereafter continue to transmit such additional Alerts and Data as may be received from the Equipment. Company will transmit all Alerts and Data in accordance with the Company’s then current policies, procedures or practices applicable to the transmission of Alerts and Data.

(b) If after reviewing the Image received from the Equipment the Operator determines that there is reasonable cause to conclude that the Image does not portray someone with a Weapon, Operator will take no further action (other than to log the Image). Operator will make all such determinations in Operator’s sole and absolute discretion.

2.3 Updates and Security. Company may update the Subscription Services and the applicable specifications from time to time, including to improve or add new functionality to the Subscription Services, or to reflect changes in laws, regulations, rules, technology, industry practices, patterns of system use, and availability of third party services or content (as defined below). Customer will reasonably cooperate with Company to help secure the Subscription Services as requested by Company from time to time, including to help Company install security patches and deploy other risk mitigation or prevention techniques. Company may suspend Customer’s access to the Subscription Services at any time in case of actual or suspected security risks or threats to the Subscription Services, in which case Company will notify Customer of the respective issue as soon as reasonably possible.

2.4 Use of Services. Customer will not itself, and will not permit others to: (a) use the Subscription Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain

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letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Subscription Services; (c) perform or disclose any performance or vulnerability testing of the Subscription Services without Company's prior written approval, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Subscription Services; (d) use the Subscription Services to perform cyber currency or crypto currency mining, (e) share passwords among Authorized Users, or otherwise permit more than one Authorized User to access the Subscription Services using a single corresponding account, ((a) through (e) collectively, the "Use Policy"). In addition to its other rights and remedies under this Agreement, Company has the right to take immediate remedial action if Customer violates or permits the violation of the Use Policy, including to remove or disable access to material that violates the Use Policy. It is agreed that the Company may use Data related to Customer's account, in connection with the Company providing the Subscription Services. Customer further agrees that the Company may copy, store, process, analyze and display such Data relating to Images through the Subscription Services and hereby grants to the Company an irrevocable, non-exclusive, transferable, royalty-free, right and license to use Data relating to Images for the purposes of improving or validating the performance of the Subscription Services. The Company at its option reserves the right to retain Data being accessed or received by the Subscription Services at its discretion. Customer will ensure that all passwords and all access to the accounts held by Authorized Users within the Subscription Services are kept secure and confidential, and Customer will be responsible for all access and losses that may occur to the extent caused by security lapses, failure to keep confidential access credentials, or other misconduct by Authorized Users.

2.5 Third Party Services. The Subscription Services may rely on technology, equipment or services not provided by Company and integrations and other connections developed by the Company or others to third party technology, equipment or services (e.g., the Customer's computers or network infrastructure, security devices or equipment, data transmissions over the Internet or local networks, and other factors outside the control of Company) ("Third Party Services"). Consequently, it is agreed that Customer assumes the risk of the performance or failure to perform or lack thereof of all Third Party Services and the risk that certain functionalities of the Subscription Services may not be available from time to time to the extent that such functionalities rely on Third Party Services. All Third Party Integrations are provided AS IS without any warranty, express, implied or statutory including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. Company shall have no liability in connection with this Agreement for any use of Third Party Services or loss in functionality of the Subscription Services to the extent such loss is caused, directly or indirectly, by Third Party Services.

2.6 Customer Obligations. Customer will comply with Schedule B (Customer Responsibilities).

2.7 Professional Services. Company shall use commercially reasonable efforts to perform the Professional Services as set forth in applicable mutually executed Orders and/or SOWs. Each such Order and/or SOW, as applicable, will include, at a minimum: (a) a description of the scope of Professional Services, (b) any work product or other deliverables to be provided to Customer (each a "Deliverable"), (c) the schedule for the provision of Professional Services, and (d) the applicable fees and payment terms for such Professional Services. All SOWs shall be deemed part of and subject to this Agreement. If there is any inconsistency between an SOW and this Agreement, this Agreement shall control. If either Customer or Company requests a change to the scope of Professional Services described in a SOW, the party seeking the change shall propose such change by written notice. Promptly following the other party's receipt of the written notice, the parties shall discuss and agree upon the proposed changes. Company will prepare a change order document describing the agreed changes to the SOW or Order and any applicable change in fees and expenses (a "Change Order"). Change Orders are not binding unless and until executed by both Parties. Executed Change Orders shall be deemed part of, and subject to, this Agreement. Company and Customer shall cooperate to enable Company to perform the Professional Services according to the dates of performance and delivery terms set forth in each Order or SOW, as applicable. In addition, Customer shall perform any Customer obligations specified in each Order and SOW. In the event the Professional Services are not performed in accordance with the terms of the applicable SOW, Customer shall notify Company in writing no later than thirty calendar days after performance of the affected Professional Services by Company. Customer's notice shall specify the basis for non-compliance with the Order or SOW, as applicable, and if Company agrees with the basis for non-compliance, then at Company's sole option, Company shall re-perform the Professional Services at no additional charge to Customer or refund to Customer the applicable fees for the affected Deliverable or Professional Service. THE FOREGOING CONSTITUTES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND COMPANY'S SOLE AND EXCLUSIVE LIABILITY WITH RESPECT TO PERFORMANCE OR NON-PERFORMANCE OF THE PROFESSIONAL SERVICES. Without limiting the foregoing, each initial Order shall include, as part of the Professional Services, the Platform Setup Services (as defined below). Promptly following the execution of an initial Order, if specified in such Order and subject to the payment of the Platform Fee specified therein, Company shall promptly deliver to the location designated on the Order the Equipment specified thereon and shall perform those acts that are reasonably necessary to onboard the Customer onto the Subscription Services (collectively, the "Platform Setup Services").

*Confidential***3. Financial.**

3.1 Fees. The fees for Subscription Services and the Platform Setup Services are set forth in applicable Orders and/or SOWs entered into by Company and Customer.

3.2 Payments. Customer will pay all amounts specified under each Order that was accepted by both Customer and Company or otherwise due under this Agreement. Unless otherwise agreed upon by Customer and Company in an Order, all payments for Platform Fees and the initial recurring monthly Subscription Service Fees are due in full based on the invoice issued on the earlier of the (i) Go Live Date, or (ii) date which is 30 days after the Order Effective Date. All payments owed under this Agreement by Customer (including subsequent recurring month Subscription Service Fees) are due within thirty (30) days of date of the invoice from Company. In the event that the Customer continues using or accessing the Subscription Services beyond the Term, the Customer will be charged for a full month for each month (or partial month) the Subscription Services are used or accessed. Payments that are not made on time by Customer will bear interest at the rate of 1% of the unpaid balance per month (or the maximum amount allowed by law, if lower). Costs of collection for late or unpaid amounts under this Agreement (including any applicable legal fees and other collection fees and expenses) will be paid by Customer.

3.3 Scope of Use. Customer will limit use of the Subscription Services in accordance with any limitations specified in each Order, including any limits on the number of Authorized Users. If Customer exceeds the number of Authorized Users specified in an Order, Company has the right to block access to the Subscription Services by the additional Authorized Users, or to invoice Company for the additional number of Authorized Users. Customer will pay all amounts invoiced by Company under this Section 3.3 within thirty days of receiving the invoice.

3.4 Taxes. Prices specified under this Agreement are net of taxes. To the extent any taxes and other charges (including sales and use taxes, withholding taxes, gross receipts taxes, and other charges such as duties, customs, tariffs, imposts and other government-imposed surcharges) ("Taxes") are applicable to the payments made by Customer to Company under this Agreement, Customer will be responsible for those Taxes and will pay them to the appropriate authorities. Customer will reimburse Company for any such Taxes that Company may pay on behalf of Customer. Company will reasonably cooperate with Customer to help the Customer obtain evidence of Tax payments under this Agreement to the extent Customer needs such evidence to claim tax credits. Each Party is responsible for its own respective income taxes.

3.5 Payment Logistics. For any payment for which a specific payment arrangement is not made in writing by the Parties in connection with the corresponding Order, provision of Subscription Services will require advanced credit card or ACH payment. If for Customer's convenience Customer provides to Company a credit card number on file or an electronic account, Customer gives Company permission to automatically charge that credit card or account for future payments and charges corresponding to Subscription Services that are purchased, received or otherwise authorized by Customer in connection with this Agreement, including for ongoing Subscription Services to which Customer subscribes; Customer may revoke Company's authorization to automatically charge Customer's credit card or account at any time by notifying Company in writing of such revocation. In addition to its other rights, Company reserves, until full payment has been received, a security interest in all hardware deliverables provided to each Customer. Customer agrees to execute any document appropriate or necessary to perfect the security interest of Company, or in the alternative, Company may file this Agreement as a financing statement and/or chattel mortgage.

3.6 Currency. Unless otherwise agreed in writing by the Parties, all amounts under this Agreement are stated and calculated, and will be paid in United States Dollars (\$ U.S.) to a bank account designated by Company in the USA.

4. Intellectual Property

4.1 Ownership and Reservation of Rights. Except for the right to use the Subscription Services in accordance with Section 2, Company owns and will retain all right, title and interest in and to the Subscription Services and all related Software and other technology used to deliver the Subscription Services, and to all IP Rights in and to all such Subscription Services, Software and other technology. Company will retain ownership of its own respective technology (including software and hardware), services and IP Rights. The Company shall be the sole owner of any IP Rights and new work product that relate to Company's technology and services (including the Subscription Services and Software), including any improvements, modifications or extensions of such technology and services, or that are otherwise developed by Company in connection with any other services performed by Company for Customer in connection with the Subscription Services. Neither Party intends to grant, and neither Party does actually grant in connection with this Agreement any license or other right that is not expressly stated in this Agreement with respect to any IP Rights, Subscription Service, or Software, whether by implication, statute, inducement, estoppel or otherwise, and Company and Customer each hereby reserves all of its rights other than the rights expressly granted in this Agreement. Customer hereby assigns to the Company any IP Rights developed by the Customer with respect to the Subscription Services and all related Software and other technology used to deliver the Subscription Services, and to all IP Rights in and to all

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such Subscription Services, Software and other technology. Each Party will reasonably collaborate with the other Party to assist the other Party to perfect its ownership and rights to any IP Rights assigned to the other Party under this Agreement.

5. Confidentiality.

5.1 Each Party will comply with the confidentiality obligations in Schedule C (Confidentiality).

6. Warranties and Disclaimers

6.1 Warranties. With respect to each Subscription Service made available by Company to Customer under an Order, Company warrants to Customer that the respective Subscription Service (excluding Third Party Services), subject to the Customer's compliance with this Agreement, will operate substantially in accordance with Company's applicable documentation made available by Company to Customer. The foregoing warranty in this Section 6.1 will remain in effect for the duration of applicable Order.

6.2 Performance. Each Party warrants and represents that it is a corporation or other legal entity duly organized, validly existing and in good standing with the applicable authorities, and that it has all necessary corporate power and authority to execute and deliver this Agreement and each Order executed by it, and perform its obligations under this Agreement and such Order.

6.3 Compliance with Laws. Each Party shall comply, in all material respects, with all laws, rules and regulations applicable to its business and operations in connection with this Agreement. Customer will comply with all applicable laws and regulations while using the Subscription Services in connection with this Agreement, including any employment and privacy laws applicable to the Customer's personnel whose data may be processed through the Subscription Services, and will, without regard to Section 6.6, indemnify and hold Company harmless from any claims brought against Company or its personnel and affiliates as a result Customer's noncompliance with such laws, rules or regulations.

6.4 Licenses and Permits. The municipality where a Premises is located may require a license, permit or other approval for the use of the Subscription Services. Customer is solely responsible for complying with such obligations and providing Company with any then current license, permit number or approval. Company makes no promise of the installation of any Equipment or commencement of the Subscription Services by any particular date and shall not be liable for any loss, damage or expense resulting from any delay. Title in the Equipment shall remain with the Company at all times. Customer shall, at Company's expense, take all reasonable action required by Company to further evidence and maintain Company's rights in and to the Equipment. Customer warrants to Company that Customer will comply with Schedule B.

6.5 Mutual Disclaimers. EXCEPT AS EXPRESSLY SPECIFIED IN THIS AGREEMENT, NEITHER COMPANY, NOR CUSTOMER PROVIDES ANY OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY, TO EACH OTHER OR TO ANY THIRD PARTY, WITH RESPECT TO ANY PRODUCTS OR SERVICES (INCLUDING ANY IP RIGHTS, SUBSCRIPTION SERVICES, PROFESSIONAL SERVICES SOFTWARE OR CONTENT), AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF TITLE, AVAILABILITY, RELIABILITY, USEFULNESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE OR USAGE. As Customer's sole and exclusive remedy for any warranty breach by the Company under this Section 6, Company will make commercially reasonable efforts to address any material deviations from the applicable Company documentation that may occur in the operation of Subscription Services and to work with Customer in good faith to address such deviations.

6.6 Mutual Limitations. Neither Party will be liable for any costs of procurement of substitute deliverables or other products or services, nor for any loss of business, loss of use or of data, interruption of business, lost profits or goodwill, or other indirect, special, incidental, exemplary or consequential damages of any kind arising in connection with this Agreement, even if it has been advised of the possibility of such loss, and notwithstanding any failure of essential purpose of any limited remedy. This exclusion includes any liability that may arise out of third-party claims. Except for the obligation to pay the fees due for Subscription Services in the normal course of this Agreement under applicable Orders, under no circumstances shall the total and aggregate liability of all kinds arising out of or related to this Agreement and all Orders, regardless of the forum and regardless of whether any action or claim is based on contract, indemnification obligations, tort or otherwise, exceed for the Company at any point in time the total amount paid to Company under this Agreement for the Subscription Services giving rise to such liability over the twelve (12) months prior to that point in time. The foregoing limitation in this Section 6.6 is cumulative, with all payments for claims or damages being aggregated to determine satisfaction of the limit, and the existence of one or more claims will not enlarge that limit. Each Party acknowledges that these limitations will apply notwithstanding any failure of essential purpose of any limited remedy. No claim, suit or action will be brought under this Agreement against either Party more than one year after the related cause of action first occurred.

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(a) This Agreement becomes effective on the Effective Date and will continue in effect until terminated in accordance with this Section 7 (“Term”).

(b) Each Order will automatically renew upon expiration of the corresponding Subscription Term by a renewal term equal to the original Subscription Term, unless either Party provides written notice of non-renewal at least sixty (60) days prior to the upcoming renewal date. Company may change the fees for Subscription Services after the first twelve months of each Subscription Term with thirty (30) days prior written notice to Customer.

7.2 Termination.

(a) Termination for Convenience. Either Party may terminate this Agreement or any Order or SOW, in whole or in part, at any time, by giving prior 60-day written notice of termination to the other Party, except that neither Party may terminate for convenience (i) any Order, before the end of all Subscription Terms defined in that Order, or (ii) this Agreement, until all Subscription Terms included in all Orders have expired.

(b) Termination for Cause. This Agreement may also be terminated immediately, by written notice, (i) by either Party in the event of a material breach of this Agreement by the other Party if the circumstances that led to such breach remain uncured for 30 days from receipt of written notice of default, or (ii) by either Party if the other Party ceases to do business, makes an assignment for the benefit of creditors, or files or has filed against it a petition of bankruptcy or other insolvency proceeding.

7.3 Effect of Termination. The provisions of Sections 1, 3 (to the extent payments remain due after the termination or expiration date), 4, 5, 6.5, 6.6, 7.3 and 8 and Schedules A and D will survive any termination or expiration of this Agreement.

8. General

8.1 Insurance. During the term of this Agreement and for at least one year after any termination or expiration of this Agreement, each Party will maintain insurance policies with financially sound and nationally reputable insurers rated A-VII or better by A.M. Best Company as follows: (a) Commercial General Liability Insurance with limits of at least \$1 Million per occurrence and at least \$2 Million in the aggregate; (b) Workers’ Compensation and Employers’ Liability Insurance, of the type and amount required by laws and regulations applicable to that Party under this Agreement; and (c) coverage for Cyber and Privacy liability arising out of technology services, including invasion of privacy violations and data security breach of networks that are under that Party’s control, with a limit of at least \$1 Million per occurrence and at least \$1 Million in the aggregate. Each Party will provide the other party with certification of such insurance upon request.

8.2 Publicity; Use of Name. Company may publish, advertise or otherwise make known the existence of this Agreement, including, without limitation, Customer’s use of the Services. Company shall have the right to state factually on any of its websites and other advertising or promotional materials that Customer is a customer of the Company without seeking prior approval from Customer.

8.3 Assignment. Neither Party may assign this Agreement or any Order without the express consent of the other Party, except that either Party may assign this Agreement (together with all Orders) without the need to obtain such consent in connection with a corporate reorganization or a sale or transfer of all or substantially all of its stock, assets or business relating to this Agreement, provided that the assignee agrees to assume this Agreement and be bound by its terms.

8.4 Notices. All notices or other communications relating to the performance, enforcement, or other legal aspects of this Agreement will be in writing and will be personally delivered or sent by overnight courier service to each Party, as applicable, at the address set forth in the preamble of this Agreement or in a relevant Order. Any other communications between Customer and Company, including relating to the technical and business collaboration under specific Orders or SOWs, may be conducted over telephone, email, or by other means reasonable under the circumstances and mutually acceptable to Customer and Company.

8.5 Relationship of Parties. The Agreement does not create and will not be construed as creating any relationship of agency, franchise, fiduciary duty, partnership, or employment between the Parties. Accordingly, neither Party will have the authority, either express or implied, to make any contract, commitment or representation, or incur any debt or obligation on behalf of the other Party. This Agreement and relationship are not exclusive for either Party.

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8.6 Applicable Law and Venue. This Agreement and all claims relating to the relationship of the parties contemplated herein, whether or not arising directly under this Agreement, will be governed by and construed and interpreted in accordance with the laws of the State of Delaware, USA, applicable to contracts entered into and to be performed within that state. Customer and Company hereby acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Company and Customer hereby irrevocably consent to the personal jurisdiction and venue of any State or Federal court located in Delaware, USA.

8.7 Injunctive Relief. Notwithstanding anything to the contrary in this Agreement, in the event of a breach under Schedule C (Confidentiality), each Party, without limiting any of its other respective rights or remedies, will be entitled to specific performance and injunctive and/or equitable relief, in addition to other remedies afforded by law, to protect its interests.

8.8 Force Majeure. Each Party will be excused from performance and will not be liable for any delay in delivery or for non-delivery, in whole or in part, caused by the occurrence of any contingency beyond the reasonable control of that Party, including but not limited to, war (whether an actual declaration thereof is made), sabotage, insurrection, riot or other act of civil disobedience, actual or threatened act of terrorism or of any other public enemy, hacking or other cyber-attacks, failure or delay in transportation, act of any government or any agency or subdivision thereof affecting the terms of this contract or otherwise, judicial action, labor dispute, accident, defaults or suppliers, fires, explosion, flood, storm or other act of God, shortage of labor, fuel, raw material or machinery or technical or yield failures.

8.9 Construction. For purposes of this Agreement, unless otherwise required by the context: the singular number will include the plural, and vice versa; the verb “may” indicates a legal right to perform the respective activity but does not establish a legal obligation to perform that activity; and the words “include,” “including” and “for example,” and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words “without limitation.” The headings in this Agreement are for convenience of reference only and will not be referred to in connection with the construction or interpretation of this Agreement. English is the official language of this Agreement. This Agreement may be translated and/or executed in languages other than English, but the Parties agree that the English version will control. Each Party waives any rights that it may have under the laws of any country or jurisdiction to have this Agreement written in any local language, or interpreted or superseded by local law in those countries.

8.10 Miscellaneous. No amendment or modification of this Agreement will be valid or binding upon the Parties unless made in writing and executed by authorized representatives of each Party, except as otherwise expressly provided in this Agreement. This Agreement includes all of the attached Schedules, and all such Schedules are expressly incorporated and made a part of this Agreement. This Agreement supersedes all prior agreements and understandings, including oral representations, between the Parties relating to its subject matter. In case of any discrepancy between this Agreement and any SOW, Purchase Order, Quotation or other document, the terms of this Agreement will prevail. Waiver of breach of any provision of this Agreement on any occasion will not be deemed a waiver of that provision or of any other provision on any other occasion, nor will such waiver affect the right of either party to terminate this Agreement. If any provision in this Agreement is held to be invalid or unenforceable for any reason, such provision will, to the extent of such invalidity or unenforceability, be severed, but without in any way affecting the remainder of such provision or any other clause in this Agreement, and the provision will be replaced with a provision which, to the extent permitted by applicable law, achieves the purposes intended by the invalid or unenforceable provision. This Agreement may be executed in counterparts.

*Confidential***Schedule A****Definitions**

1. “Alert” means Data (including photographic images) the Company sends to Authorized Users (including Responders) if the Image Screening Service indicates the presence of a Weapon at the Premises.
2. “Authorized User” is an individual authorized by Customer to access the Subscription Services on behalf of Customer and for the Customer’s internal business purposes, and otherwise in accordance with this Agreement. Examples of Authorized Users include employees of Customer assigned to administer and manage the Subscription Services on behalf of Customer under this Agreement. For clarification, unless approved by Company in writing (email acceptable), Customer will ensure that each Authorized User is a natural person, and not a legal entity.
3. “Data” means any form of data or information obtained, accessed or received via the Subscription Services, including any Alerts, Images, other video or audio and data relating to the Customer accounts.
4. “Equipment” means any equipment installed at a Premises to enable Customer to access and use the Services. Equipment may include video cameras, video management system, DVR, NVR and any similar or related systems, software or equipment installed at the Premises or that otherwise function as, or comprises a part of, such system, software or equipment (no matter where located), including any LAN or other network used to transmit or receive Data or Images.
5. “Go Live Date” means the earlier of the date when the Subscription Services are available for use by the Customer or within 30 days after the Effective Date under the Order Form.
6. “Image” means those still photographic images of a Weapon and contiguous images that the Operators and the Authorized Users may receive and review as part of the Subscription Services.
7. “IP Rights” means any and all intellectual property rights anywhere in the world, including all (a) patents, including utility patents, design patents, utility models, industrial designs, statutory registrations and all other equivalent or similar rights anywhere in the world in inventions and discoveries, together with any applications thereof (“Patents”), (b) copyrights and all other similar rights in Software, documentation, and other works of authorship (“Copyrights”), (c) mask work rights, (d) trade secrets rights and other similar rights in oral and written confidential information, know-how, documentation, technology and Software (“Trade Secrets”), (e) rights in all trade names, logos, common law trademarks and service marks, trademark and service mark registrations, and applications therefore (“Trademark Rights”), (f) rights in mask works, chip topographies, and chip or product layouts and designs; (g) rights in all moral and economic rights of authors and inventors, however denominated; and (h) any other similar, corresponding or equivalent rights to any of the foregoing related to any technology, hardware, software or services.
8. “Monitoring Facility” means the facility at which Operators review Images as part of the Subscription Services.
9. “Operator” means Company’s employees or subcontract personnel at the Monitoring Facility who provide the Image Screening Service.
10. “Premises” means each premises for which Customer purchases any Subscription Services from Company.
11. “Professional Services” means implementation, training or consulting services that Company may perform as described in an Order and/or SOW executed by the Parties.
12. “Responder” means any emergency responder, including any police or other sworn officer, any school resource officer or any medical responder.
13. “Subscription Services” means services made available by Company to Customer under this Agreement on a recurring basis, as specified in an Order. Subscription Services may include SAAS services, API access, and other cloud-based services.
14. “Subscription Term” means, with respect to each item of Subscription Services included in each Order, the term specified in that Order for that item of Subscription Services.
15. “Order” means each order form entered into by the Parties and referencing this Agreement. Orders may be submitted and accepted electronically or in writing.
16. “SAAS” means Software-as-a-Service offerings, as generally known in the industry.
17. “Services” means any Subscription Services and any other services provided by Company to Customer under this Agreement, as particularly specified in an Order or in an SOW.

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18. “Software” means (i) computer software and code, in the form made available by Company (whether in source code or object code), including any and all software implementations of algorithms, models and methodologies, assemblers, scripts, macros, applets, compilers; development tools, design tools and user interfaces; (ii) databases and compilations, including any and all data (including technology, image and sound data), whether machine readable or otherwise; (iii) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing; and (iv) all documentation, including user manuals and training materials, relating to any of the foregoing. Examples of Software include cloud-based Software providing SAAS functionality, mobile apps, client device software, edge computing software modules, and applicable programming interfaces (APIs).

19. “Statement of Work” or “SOW” means each document entered into by the Parties and referencing this Agreement setting forth Professional Services to be performed hereunder. SOWs may be submitted and accepted electronically or in writing.

20. “Weapon” means a handgun or a rifle.

Schedule B

Customer Responsibilities

Customer will comply with the following:

1. Connectivity. Customer will ensure that (a) the Equipment has adequate and continuous power and Internet connection, (b) Customer and its Authorized Users use an Internet browser meeting the requirements specified by Company to access and use the Subscription Services, and (c) the Equipment is able to acquire, process and transmit Images in real time to Company and Operators. Customer understands that if Internet is not reliable or is not available for any reason, the Equipment will not be able to send Images as necessary for the Subscription Services, and the Subscription Services, including **Weapon** detection, would be correspondingly affected or made impossible. Customer agrees to comply with the provisions of this Section 1 of Schedule B to enable Go Live Date no later than 30 days after the Order Effective Date.
2. Camera Quality. Customer will ensure that all cameras which Customer directs to be processed by the Equipment meet the minimum requirements set forth in ZeroEyes’ Camera Quality Assurance Policy (“Camera Policy”). Company retains the right to discontinue monitoring Alerts from cameras which do not meet the Camera Policy’s minimum requirements. Company shall provide at least seven (7) days written notification to Customer prior to discontinuing monitoring; provided however failure to adhere to the Camera Policy will result in the degradation of the performance of the Subscription Services. In the case of fisheye cameras, Customer shall utilize four camera stream licenses at prices in the Order Form, to enable the dewarping and further analysis by Company’s Equipment.
3. Data is Necessary to the Subscription Services. Company is able to provide the Subscription Services only if Operators timely receive Data and Images at the Monitoring Facility. Video received from cameras may be affected by any number of circumstances, including darkness or limited light, sunlight, spotlights, atmospheric conditions, the condition of the camera, including the lens, age and quality, camera location and positioning and system settings as well as issues respecting the Equipment or the transmission of video on the Equipment. Transmission of Data and Images from the Equipment, regardless of the communications equipment or communications Subscription Services used, may be interrupted, circumvented or otherwise compromised for any number of reasons. If the communications equipment or communications service is inoperative or interrupted by any cause, there will be no indication of an interruption unless Customer elects to use and pay for technology that detects and reports such an interruption. Customer may also elect to use redundant or back-up communication equipment or communications service. The accuracy of any location-based functionality may be limited and may not permit others to identify the location of the subject precisely or at all. Customer agrees to comply with the provisions of this Section 2 of Schedule B to enable Go Live Date no later than 30 days after the Order Effective Date.
4. Certain Customer Responsibilities. Customer is solely responsible for (i) maintaining adequate data privacy and cyber-liability protections for all of Customer’s systems, including the Equipment and any local area network or other networks, owned or otherwise used by Customer, including after the time in which Customer may have modified (or caused others to modify) network settings to permit Company to provide the Subscription Services; (ii) each Authorized User’s use of and access to the Subscription Services; (iii) ensuring that Company has reasonable access to the Equipment when Company personnel (or subcontractors) are on a Premises to perform any work, including the installation, servicing or removal of the Equipment from the Premises; (iv) the receipt and use of any Alerts, Images, video, audio or other Data from the Subscription Services by an Authorized User or any other person or entity, including any Responder; (v) providing (a) appropriate and adequate electrical power for the Equipment; and (b) a safe, fully-secure and otherwise adequate physical location for the Equipment at the Premises, including a

Confidential

location within the Premises that satisfies the requirements of any manufacturer or seller of the Equipment, including any requirements respecting the environment in which the Equipment is located; (vi) providing adequate (a) security measures to prevent access to the Equipment from persons not authorized for such access and (b) communications equipment and communications Subscription Services with sufficient bandwidth, network stability and access to the Internet for the Equipment and the Subscription Services to permit the Data and Images to be transmitted via a safe, fully-secure and otherwise adequate connection to the Internet to permit the Equipment and Subscription Services to operate as intended; (vii) the handling or use by the Customer or any third party of, and any reaction to any Alert, and the consequences thereof, and the creation, use, execution and implementation of operating procedures that govern once an Alert is communicated and compliance to such operating procedures; and (viii) providing (a) each Authorized User adequate instructions and training regarding the Subscription Services and (b) persons who may be on the Premises from time-to-time adequate instruction, training, practice and drills respecting one or more appropriate course of action or steps to take in the event a person with a Weapon approaches or enters a Premises, including shelter in place drills. Customer will take all steps necessary to protect and maintain the Equipment during the Term of this Agreement and will be solely responsible for any damage or destruction of the Equipment while at the Premises.

5. The Equipment. Customer alone is responsible for each of the following items, either by performing the requirements of such items or causing another person or entity to do so: (i) the operation of the Equipment in accordance with the requirements of any applicable manufacturer or service provider; (ii) testing the Equipment's transmission of Data to the Monitoring Facility from time-to-time (at least monthly) and each time after the installation, replacement, modification or repair of any communications equipment or communications service; (iii) the creation, use, execution and implementation of operating procedures that govern connectivity between third party Equipment and the SaaS Services, compliance to such operating procedures, and the performance and use of any such Equipment; (iv) confirming that the communications equipment or communications Subscription Services are compatible with the Equipment, including after any communications change; (iv) maintaining the Equipment, including any cameras, all peripherals, including cabling or environmental protections in good working order so that the Equipment (including each camera within the Equipment) (a) operates as intended and consistent with the requirements of the Subscription Services and (b) meets Company's then-applicable requirements for cameras and video. Customer is solely responsible for all aspects of the Equipment, including the design, configuration, installation and use of the Equipment.

*Confidential***Schedule C****Confidentiality**

1. **Confidential Information** means any information disclosed by either Party to the other Party in connection with this Agreement (each a “Discloser” or “Recipient” of Confidential Information, as applicable). Confidential Information includes all information that is communicated orally, or that is in written, electronic, graphic, machine readable or in other tangible form, provided that such information is identified as “Confidential”, “Proprietary” or in some other manner to indicate its confidential nature, or that it should be reasonably known under the circumstances as being confidential. Confidential Information will include all technology, technical and business information, and all other tangible items and electronically stored data, including materials, formulations, compositions, prototypes, structures, designs, software, documentation, systems, files, records, databases, drawings, artwork, designs, displays, audio-visual works, manuals, specifications, flow charts, web pages, customer lists, test cases, customer support information, electronic and other data, tangible embodiments of technical or business data, marketing collateral, market requirement documentation, R&D development specifications, protocol specifications, and any other similar technology, information, data, materials and tangible or intangible items. The Subscription Services and any modifications or extensions made in connection with this Agreement will be the Confidential Information of Company. The Customer’s technology, and any modifications or extensions made in connection with this Agreement to Customer’s technology, will be the Confidential Information of the respective Party. Notwithstanding the foregoing, Confidential Information will exclude any information that (i) was at the time of disclosure, or later becomes generally known and available in the public domain, through no fault of the Recipient; (ii) was known to the Recipient at the time of disclosure; (iii) is publicly disclosed with the prior written approval of the Recipient; (iv) was, or is later independently developed by the Recipient without any use of the Discloser’s Confidential Information; or (v) becomes known to the Recipient from a source other than the Discloser and not in violation of the Discloser’s rights.

2. **Obligations**. With respect to any Confidential Information disclosed under this Agreement by Discloser, (a) Recipient will treat such Confidential Information as confidential and will handle it using at least the same procedures and degree of care which it uses to prevent the misuse and disclosure of its own confidential information of like importance, but in no event less than reasonable care, (b) Recipient will only use such Confidential Information as expressly permitted under this Agreement and only to the extent necessary, and (c) Recipient will not disclose any such Confidential Information to any of its employees, consultants or other individuals or entities except to the extent necessary for the purposes of this Agreement and subject to confidentiality and nonuse obligations at least as protective of the Discloser as those set forth in this Agreement (in which case Discloser will remain responsible for any noncompliance by such employees, consultants or other individuals or entities). Recipient further agrees to keep confidential the terms of this Agreement. Recipient will not reverse engineer, disassemble or decompile any Subscription Services or other technology made available by the Discloser under this Agreement, except to the extent that this clause is not enforceable under applicable laws.

3. **Consumer Data**. Customer will own all data collected from the Customer’s Premises through Images and processed using the Subscription Services under this Agreement (such data “Operational Data”). Customer will comply with all applicable privacy laws in the course of collecting, storing and using the Operational Data. Customer grants to Company a perpetual and irrevocable license, with the right to sublicense to Company’s affiliates, to use the Operational Data in connection with Company’s business, including to assist Customer to configure and use the Subscription Services, and to provide to Customer the analytics, sales reporting and other services available in the Customer’s cloud-based administrative portal. Additionally, Company may use Operational Data in an aggregate and anonymized format (without uniquely identifying individuals or entities) in the course of its business and to improve the Subscription Services, provided that Company makes available to Customer services using such aggregated metrics and data that are similar to those provided to other Company customers. Company will also comply with all privacy laws applicable to Company in connection with the Operational Data to the extent that Company has access to such Operational Data.

4. **Deletion of Data**. Upon any termination or termination of this Agreement or upon request from the Discloser, Recipient will delete all of the Confidential Information received from the Discloser under this Agreement (together with all copies and derivatives of such Confidential Information), except that (a) Recipient may continue to temporarily hold a copy of such information for data retention purposes in accordance with its data retention policy or as required by applicable laws (e.g., as required by PCI DSS data retention requirements), and (b) Recipient may continue to hold and use any Confidential Information received from the Discloser to the extent that such Confidential Information is anonymized and used in accordance with all applicable laws and regulations.



Addendum to ZeroEyes Quote #2025-05-PPCS-01 and Subscription Agreement

This ADDENDUM (“Addendum”) dated _____, is entered into by and between the **City of Pembroke Pines**, a Florida municipal corporation located at 601 City Center Way, Pembroke Pines, FL 33025 (“CITY”), and **ZeroEyes, Inc.**, a For Profit Corporation with a principal address of 555 East North Lane, Suite # 5050, Conshohocken, PA 19428 (“VENDOR”). The CITY and VENDOR shall be collectively referred to herein as the “Parties” and individually as a “Party”. The ZeroEyes Quote #2025-05-PPCS-01, the Subscription Agreement and this Addendum shall be collectively referred to herein as the “Agreement”.

1. **Payment Terms.** All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes, as may be amended from time to time. The CITY shall not be subject to late charges for past due amounts in excess of one percent (1%) as provided for in §218.74, Florida Statutes. Prices applicable to CITY do not include applicable state and local sales, use and related taxes. The CITY is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request CITY will provide Company with proof of tax-exempt status.
2. **Term and Termination.** The term of this Agreement shall not automatically renew and may be renewed upon the mutual consent of the Parties. The Agreement may be terminated by CITY for convenience, upon providing sixty (60) calendar days written notice of such termination to VENDOR, in which event VENDOR shall be paid its compensation for services performed to termination date including services reasonably related to termination. The 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 the Agreement, and is subject to termination based on lack of funding.
3. **Governing Law and Venue.** The 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 the Agreement shall be in Broward County, Florida.
4. **Non-Discrimination & Equal Opportunity Employment.** During the performance of the Agreement, neither VENDOR 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. VENDOR 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. VENDOR 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. VENDOR



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further agrees that **VENDOR** will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

5. **Independent Contractor.** The Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that **VENDOR** is an independent contractor under the 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. **VENDOR** shall retain sole and absolute discretion in the judgment of the manner and means of carrying out **VENDOR**'s activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under the Agreement shall be those of **VENDOR**, which policies of **VENDOR** shall not conflict with CITY, State, or United States policies, rules or regulations relating to the use of **VENDOR**'s funds provided for herein. **VENDOR** 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. The Agreement shall not be construed as creating any joint employment relationship between **VENDOR** and the CITY and the CITY will not be liable for any obligation incurred by **VENDOR**, including but not limited to unpaid minimum wages and/or overtime premiums.
6. **Public Records.** The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes, as may be amended from time to time. **VENDOR** shall comply with Florida's Public Records Law. Specifically, **VENDOR** shall:
 - 6.1 Keep and maintain public records required by the CITY to perform the service;
 - 6.2 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;
 - 6.3 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 Agreement term and, following completion of the Agreement, **VENDOR** shall destroy all copies of such confidential and exempt records remaining in its possession after **VENDOR** transfers the records in its possession to the CITY; and
 - 6.4 Upon completion of the Agreement, **VENDOR** shall transfer to the CITY, at no cost to the CITY, all public records in **VENDOR**'s possession. All records stored electronically by **VENDOR** 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.



- 6.5 The failure of VENDOR to comply with the provisions set forth in this Article shall constitute a default and breach of the Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

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

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

7. **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, VENDOR 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, 4th 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

VENDOR: Matt Grainer, CFO
ZeroEyes, Inc.
555 East North Lane, Suite # 5050
Conshohocken, PA 19428
Telephone No.: (508) 330-5209
Email: matt@zeroeyes.com



City of Pembroke Pines

8. **Confidentiality.** The confidentiality obligations set forth in the Agreement shall be binding to the extent permitted by applicable laws, including Ch. 119, Florida Statutes.
9. **Compliance with Laws.** VENDOR hereby warrants and agrees, that at all times material to this Addendum, VENDOR shall perform its obligations in compliance with all applicable federal, state, local laws, rules and regulations. Non-compliance may constitute a material breach of this Addendum.
10. **Scrutinized Companies.** VENDOR, 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 may be amended from time to time, 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:
 - 10.1 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 §215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
 - 10.2 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:
 - 10.2.1 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
 - 10.2.2 Is engaged in business operations in Syria.
11. **Employment Eligibility.** VENDOR certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.
 - 11.1 **Definitions for this Section.**
 - 11.1.1 “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.
 - 11.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.



11.1.3 “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.

11.1.4 “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.

11.2 **Registration Requirement; Termination.** Pursuant to §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:

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

11.2.2 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

11.2.3 The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "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.

12. **Assignment; Amendments.** The Agreement, and any interests herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by VENDOR without the prior written consent of the CITY. For purposes of the Agreement, any change



City of Pembroke Pines

of ownership of VENDOR shall constitute an assignment which requires the CITY approval. 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 by the Parties. 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 by the Parties.

13. **Access to Records.** Upon request and reasonable notice, CITY shall have access and the right to examine any books, documents, accounting records, data, logs, reports, and other records directly pertinent to VENDOR's performance pursuant to the Agreement during the term of the Agreement during normal business hours, until the expiration of five (5) years after final payment hereunder unless all records are transferred to CITY upon termination of Agreement.
14. **Attorneys' Fees.** In the event that either Party brings suit for enforcement of the Agreement, each Party shall bear its own attorney's fees and court cost unless otherwise provided for in this Addendum.
15. **Sovereign Immunity.** Nothing contained in the Agreement 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.
16. **Insurance.** The VENDOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the VENDOR 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.
 - 16.1 The VENDOR AND ALL SUBCONTRACTORS, SHALL NOT BE ALLOWED TO commence work under this AGREEMENT until the VENDOR 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.
 - 16.2 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. 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.



- 16.3 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 VENDOR or their Insurance Broker must agree to provide notice.
- 16.4 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 VENDOR 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 VENDOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. VENDOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.
- 16.5 **REQUIRED INSURANCE.** The VENDOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

✓ ☐ 16.5.1 **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

Aggregate Reduction: VENDOR shall advise the CITY in the event any aggregate limits are reduced below the required per-occurrence limit. At its own expense, the VENDOR 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.

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



shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

✓ ☐ **16.5.2 Workers' Compensation and Employers' Liability Insurance** covering all employees, and/or volunteers of the VENDOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the VENDOR 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 VENDOR. Coverage for the VENDOR 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 the VENDOR claims to be exempt from this requirement, the VENDOR shall provide the CITY proof of such exemption for the CITY to exempt the VENDOR.

Yes No

✓ ☐ **16.5.3 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.

16.6 REQUIRED ENDORSEMENTS.

16.6.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.



- 16.6.2 Waiver of all Rights of Subrogation against the CITY.
- 16.6.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 16.6.4 VENDOR's policies shall be Primary & Non-Contributory.
- 16.6.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 16.6.6 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.
- 16.7 Any and all insurance required of the VENDOR pursuant to the 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 VENDOR and provided proof of such coverage is provided to the CITY. The VENDOR and any subcontractors shall maintain such policies during the term of the Agreement.
- 16.8 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 the Agreement.
- 16.9 The insurance requirements specified in the Agreement are minimum requirements and in no way reduce any liability the VENDOR has assumed in the indemnification/hold harmless section(s) of the Agreement.
17. **Use of Marks or Likeness.** VENDOR may not use CITY's official seal for marketing or publicity purposes as prohibited by §165.043, Florida Statutes, as may be amended from time to time. VENDOR acknowledges and agrees to obtain prior written consent from CITY prior to using any of CITY's protected service marks or CITY's likeness for any reason, including marketing purposes; such written request must specifically identify the desired use and the period of use. Any authorization granted by CITY pursuant to this section shall terminate at the expiration or termination of the Agreement. Any unauthorized use of CITY's marks or likeness is strictly prohibited and failure to comply with this section shall be considered a material breach of the Agreement for which CITY may terminate.
18. **Entire Agreement.** The Parties agree that the ZeroEyes Quote #2025-05-PPCS-01, the Subscription Agreement and this Addendum represent the entire and integrated agreement between CITY and VENDOR and supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement is intended by the Parties hereto to be final expression of the 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.
19. **Conflict.** In the event of any conflict or ambiguity by and between the terms and provisions of the ZeroEyes Quote #2025-05-PPCS-01, the Subscription Agreement and this



City of Pembroke Pines

Addendum, the Parties agree the terms and provisions contained in this Addendum shall control to the extent of any such conflict or ambiguity.

20. **Binding Authority.** Each person signing this on behalf of either party individually warrants that he or she has full legal power to execute this Addendum 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 Addendum.
21. **Counterparts and Execution.** The 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 the 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. **Public Entity Crimes.** Pursuant to Section 287.133(2)(a), Fla. Stat., as may be amended from time to time, a 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 Agreement, the VENDOR represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.
23. **Discriminatory Vendor List.** Pursuant to Section 287.134(2)(a), Fla. Stat., as maybe amended from time to time, 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 Agreement, the VENDOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.
24. **Human Trafficking.** Pursuant to Section 787.06(13), Fla. Stat., as may be amended from time to time, non-governmental agencies contracting with CITY are required to provide an affidavit attesting that the non-governmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Agreement and



City of Pembroke Pines

submitting the executed required affidavit, the VENDOR represents and warrants that it does not use coercion for labor or services as provided by state law.

25. **Antitrust Violations.** Pursuant to Section 287.137, Florida Statutes, as may be amended from time to time, 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 this Agreement, VENDOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.
26. **Compliance with Foreign Entity Laws.** VENDOR ("Entity") hereby attests under penalty of perjury the following:
 - 26.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes);
 - 26.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);
 - 26.3 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);
 - 26.4 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: § 288.007(2), Florida Statutes);
 - 26.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,
 - 26.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

SIGNATURE PAGE AND AFFIDAVIT FOLLOWS



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

DocuSigned by:
Jacob G. Horowitz
A563A1DDEFD5417...

Print Name: Jacob G. Horowitz
OFFICE OF THE CITY ATTORNEY

BY: _____

MAYOR ANGELO CASTILLO

ATTEST:

DEBRA E. ROGERS, CITY CLERK

BY: _____

CHARLES F. DODGE, CITY MANAGER

VENDOR:

ZEROEYES, INC.

Signed by:
Signed By: *Michael Marko*
0369614C8AE94F6...

Date Signed: July 23, 2025

Printed Name: Michael Marko

Title: Vice President Customer Success



City of Pembroke Pines

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), 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: July 23, 2025

ENTITY: ZeroEyes, Inc.

SIGNED BY: Signed by:
Michael Marko
0369614C8AE94F6...

NAME: Michael Marko

TITLE: Vice President Customer Success



INVOICE

BILL TO

City of Pembroke Pines
Technology Services Department
601 City Center Way
PEMBROKE PINES, FL 33025

INVOICE # 1811**DATE** 09/25/2024**DUE DATE** 10/25/2024**TERMS** Net 30

ITEM	PRICE	QTY	TERM (MONTHS)	SUBTOTAL
Cloud Subscription Year 1 ZeroEyes Services	76,560.00	1		76,560.00
Security and Network Infrastructure Integration Platform Fee	10,000.00	1		10,000.00
PO 20242472				
SUBTOTAL				86,560.00
TAX				0.00
TOTAL				86,560.00
BALANCE DUE				\$86,560.00

Requested Payment Verified By:**Name:** Ryan Depante**Date:** 9/26/24**DOC #** 231592**Received by:****Name:** Ryan Depante**Date:** 9/26/24**Approved for Payment**Matthew Kefford**Wire Information:**

Bank: JPMorgan Chase

Bank Address: JPMorgan Chase New York, NY 10017

Account Number: 572293531

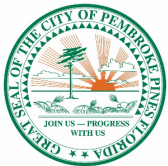
Routing Number: 021000021

Company Address:555 E North Ln, Suite 5050
Conshohocken, PA 19428

www.zeroeyes.com

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
7437	ZEROEYES, INC.	480735	10/07/2024	\$86,560.00

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
09/25/2024	1811	ZEROEYS SECURITY LICENSE PO #: 20242472 - Technology Services PO #: 20242472 - Technology Services	\$86,560.00



City of Pembroke Pines

601 City Center Way

Pembroke Pines, FL 33025

Accounts Payable: (954) 450-1071

Vendor Number

7437

Check Number

480735

Check Date

10/07/2024

*** Eighty-Six Thousand Five Hundred And Sixty Dollars And Zero Cents ***

\$86,560.00

Pay To
The
Order Of

ZEROEYES, INC.

**FILE COPY
NON-NEGOTIABLE**



City of Pembroke Pines

601 City Center Way

Pembroke Pines, FL 33025

Accounts Payable: (954) 450-1071

Forwarding Service Requested

ZEROEYES, INC.
555 EAST NORTH LANE
SUITE 5050
CONSHOHOCKEN, PA 19428

480735



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



Purchase Order

Fiscal Year 2024

Page 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES, AND SHIPPING PAPERS.**

Purchase Order Number **20242472**

Purchase Order Date **08/27/2024**

Department **Technology Services**

Payment Terms **20 Days**

**IF DELIVERY CANNOT BE MADE ON, OR BEFORE THE
DATE NEEDED, PLEASE NOTIFY THE DEPARTMENT
INITIATING THIS ORDER AT ONCE.**

Bill To TS
Technology Services Department
601 City Center Way
PEMBROKE PINES, FL 33025

Ship To TS
Technology Services Department
601 City Center Way
PEMBROKE PINES, FL 33025

Vendor 7437
ZEROEYES, INC.
DBA: ZEROEYES, INC.
555 EAST NORTH LANE
SUITE 5050
CONSHOHOCKEN, PA 19428

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	VENDOR NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
516-639-9754		7437	243046	

NOTES

ZEROEYS SECURITY LICENSE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	One year contract for 220 cameras streaming Ship Email: AP-TechServices@ppines.com GL #: 001-513-2002-552652-0000-000-0000-00308	1.0000	EACH	\$76,560.0000	\$76,560.00
2	One-time platform installation fee Ship Email: AP-TechServices@ppines.com GL #: 001-513-2002-534995-0000-000-0000-00308	1.0000	EACH	\$10,000.0000	\$10,000.00

This purchase order ("PO") is the CITY's offer to purchase goods and/or services provided for herein from the Vendor. The term "goods" includes, but is not limited to, the delivery, in good working order, and installation of the subject good and any accessory goods required under the PO. Vendors are instructed to decline orders for any goods not specifically included in this PO. The City of Pembroke Pines ("CITY") will not honor any payment requests for any goods delivered to the CITY under this PO, but not specifically referenced in the contract or quote. The City's placement of this order is expressly conditioned upon the Vendor's acceptance of all the terms and conditions of purchase contained on or attached to this PO. Vendor shall refrain from shipping any goods or performing any services for the CITY until Vendor is in receipt of an official CITY PO. Failure to follow this directive may result in delay of payment or refusal of payment by the CITY.

85-8013818682C-8

Florida State Tax Exemption #

59-0908106

Federal Identification #

Total Ext. Price \$86,560.00

Purchase Order Total \$86,560.00

CITY OF PEMBROKE PINES TERMS AND CONDITIONS

The following Terms and Conditions are applicable to each Purchase Order ("PO") entered into by and between the City of Pembroke Pines ("CITY") and Vendor, as named in this PO (hereinafter "Vendor"), for the one-time purchase of certain commodities or the provision of one-time services. Hereafter, CITY and Vendor may be collectively referred to as "Parties." Unless otherwise agreed to by the Parties in a signed formal executed agreement, these Terms and Conditions shall prevail over any of Vendor's general terms and conditions of sale to the extent that such terms are inconsistent, regardless whether or when vendor has submitted its sales confirmation or such terms. These Terms and Conditions may only be amended or modified in a writing stating specifically that it amends these Terms and Conditions and is signed by an authorized representative of each party. City reserves the right to require Vendor to agree to additional terms in a formal executed agreement governing the services or goods to be provided herein. Fulfillment of this PO constitutes the City's acceptance of the goods or services to be provided unless Vendor provides written rejection in writing, in CITY within ten (10) calendar days of receipt of this PO. If any term or provision of this PO is invalid or inapplicable, such invalidity or unenforceability shall not affect any other term or provision of this PO.

General PO Terms

City Attorney Approval: The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly, no modification of these terms and conditions shall be binding upon the CITY unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other documents pertaining to the transaction which is the subject of this PO, except for a formal executed agreement between both Parties, these terms and conditions shall prevail.

Assignment: Any assignment of this PO or the performance of the Vendor hereunder, in whole or in part, is prohibited.

Excusable Delay: The CITY may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the CITY and such delay or failure to perform is due to Uncontrollable Forces. "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this PO 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. Such a grant for additional time must be in writing as an amendment to this PO. **Default:** In the event of default by the Vendor, the CITY may procure the goods and/or services covered by this PO from other sources and hold the Vendor responsible for any excess costs occasioned thereby, in addition to all other remedies available to the CITY either at law or in equity.

Termination: The CITY may terminate this PO for cause or for convenience. The CITY may terminate this PO for cause if the Vendor fails to perform in accordance with any of the requirements of this PO or (b) Vendor becomes insolvent or suspends any of its operations; or (c) if any petition is filed or proceeding commenced by or against Vendor under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to CITY except for completed services or goods delivered and accepted by the CITY. Vendor will be liable for excess costs of any re-procurement necessitated. This Agreement may be terminated by CITY for cause or for convenience. In the event Vendor abandons or terminates this Agreement or causes it to be terminated by CITY for any reason, Vendor shall indemnify CITY against any loss pertaining to this termination. Vendor shall be paid its compensation for services performed to termination date.

Payment: By accepting this PO, the Vendor agrees that payment terms shall be Net 30 unless otherwise stated. All payments shall be governed by the Local Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. Vendor shall render an original invoice to the City of Pembroke Pines requesting Department as indicated by the requester on or the front of the Purchase Order. If no "Bill To" address has been provided, please send invoices: Accounts Payable, 601 City Center Way, 3rd Floor, Pembroke Pines, FL 33025, accountspayable@ppines.com.

Tax: The CITY is exempt from Federal and State taxes for tangible personal property. Vendors doing business with the CITY, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall any Vendor be authorized to use the CITY's Tax Exemption Number in securing such materials.

Responsibility: The CITY is not responsible for the payment of any commodities delivered or services performed unless the commodities or services are the subject of an authorized CITY PO or change order, issued by the Procurement Department.

Acceptance: The CITY's acceptance of this PO shall be presumed unless the Vendor provides its rejection, in writing, to the CITY's representative who sent the PO as well as the CITY's Procurement and Finance Departments within (10) calendar days of receipt of this PO.

Representative: All Parties to this PO agree that the representatives approving, issuing and accepting this PO possess full and complete authority to bind their respective Parties to the terms and conditions provided herein.

Payment Changes: Payments shall be made only to the Vendor at the address as set forth on this PO unless the Vendor has requested a change thereto on official company letterhead, signed by an authorized officer of the Vendor, along with any other document(s) as required by the CITY.

Anti-Discrimination: Vendor shall not discriminate against any person in its operations, activities or delivery of services. Vendor shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for employment decisions.

Independent Contractor: The CITY does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Vendor is an independent contractor under this PO and the CITY's employee for all purposes. This PO shall not be construed as creating any joint employment relationship between the Vendor and the CITY will not be liable for any obligation incurred by Vendor, including but not limited to unpaid minimum wages and overtime premiums.

Compliance with Laws: Vendor certifies that in performing under this PO, it will comply with all applicable provisions of the federal, state and local laws, regulations, rules and orders. Further, if Vendor is required by this PO to deliver, install, repair, replace or otherwise be on the grounds of a school, then Vendor agrees and understands that it must abide by the regulations provided for in the Jessica Lunsford Act, Chapter 1012, Florida Statutes, which provides for the screening of individuals who are vendors or licensees of a facility with a Florida public school or district.

Liability-Copyright/Trademark: Vendor shall save and hold harmless the CITY, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright or on account of the use of any product sold to the CITY or used in the performance of this order.

Indemnification: Vendor shall indemnify, hold harmless and defend the CITY, its trustees, elected and appointed officers, employees, agents, servants and assigns from and against any and all claims, demands, damages, liability, judgments or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, judgments or decrees incurred by the CITY or any third party as a result of any error, omission or negligent act by the Vendor, its officers, employees, agents, subcontractors or assignees arising out of or related to this PO. Vendor's aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this PO plus the compensation received by Vendor. The CITY's rights and remedies and Vendor's liabilities as set forth in this PO, are exclusive, and the CITY hereby releases Vendor from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence or strict liability.

Occupational Safety and Health: Vendor must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of the order under this PO must be accompanied by a Material Safety Data Sheet (M.S.D.S.).

Publicity: No endorsement by the CITY of the product and/or service will be used by Vendor in any way, manner or form in product literature, advertising, or for any other purpose.

Insurance: The Vendor of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the CITY as an additional insured of this coverage. The Vendor must have worker's compensation coverage as required by law. If any services provided pursuant to this purchase order require the Vendor to be professionally licensed, the Vendor shall obtain a minimum professional liability coverage in the amount of \$1,000,000. Any exception to the above stated limits or other requirements must be endorsed and approved by the CITY's Risk Management Director or his or her designee. Vendor shall provide a copy of the Certificate of Insurance to the CITY's Risk Management Director upon the CITY's request. Any subcontractor utilized by Vendor must maintain all similar such insurance required of the Vendor hereunder. CITY reserves the right to require any additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this PO. If the CITY intends to modify or revise the insurance requirements under this PO, the Parties shall work together in good faith to review and mutually agree upon the intended changes and shall execute an amendment to this PO which memorializes the same.

Consent to Jurisdiction and Attorney's Fees: This PO shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action or claim arising from or related to this PO shall be in Broward County, Florida. If the CITY or Vendor shall be required to enforce the terms of this PO by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

Scrutinized Companies 287.135 and 215.473: Vendor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Vendor agrees to observe the requirements of Section 287.135, F.S. for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the Vendor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Vendor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(f), the CITY, its federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

No Contingent Fees: Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Vendor to solicit or secure this PO, 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 Vendor 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 PO without liability at its discretion, to deduct from the PO price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

No Waiver of Sovereign Immunity: Nothing contained herein is intended nor shall be construed to waive the CITY's rights and immunities under the common law of §768.28, F.S., as may be amended from time to time.

E-Verify: By accepting this Purchase Order, Vendor/Contractor and any sub-contractors related to this purchase becomes obligated to comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registration and use 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 with the requirements of this Contract or the subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to terminations 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. Please contact the Procurement Department and/or Contracts Division for more information if you are unsure of the requirements this imposes.

Public Records: The City of Pembroke Pines is a public agency subject to Chapter 19, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall: (1) Keep and maintain public records required by the CITY to perform the service; (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 19, F.S., or as otherwise provided by law; (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 that contract term and following completion of the contract if the Vendor does not transfer the records to the CITY; and (4) Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the Vendor or keep and maintain public records required by the CITY to perform the service. If the Vendor transfers all public records to the CITY upon completion of the contract, the Vendor shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically 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. (5) The failure of the Vendor to comply with the provisions set forth in this provision shall constitute a default and breach of this PO and the CITY shall have the ability to terminate for cause.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 19, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PO, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY CLERK, 601 CITY CENTER WAY, 4TH FL, PEMBROKE PINES, FL 33025, (954) 450-1050, MGRAHAM@PPINES.COM

Additional Terms for the Purchase of Commodities

Delivery of Commodities: All prices must be F.O.B. destination. Time is of the essence in this PO. If completed deliveries are not made at the time agreed upon pursuant to this PO, the CITY reserves the right to cancel the PO or to purchase the commodities elsewhere and hold the Vendor accountable for any excess costs incurred therefrom. If delivery dates cannot be met, Vendor agrees to advise the CITY, in writing, of the earliest possible shipping date for acceptance by the CITY. Deliveries are to be made only during the hours of 8:00 AM to 5:00 PM, Monday through Thursday, excluding holidays, unless otherwise stipulated. Vendor shall notify the CITY of deliveries that require special handling and/or assistance for off-loading. Failure to notify the CITY concerning this type of delivery will result in the CITY billing the Vendor for any additional redelivery, storage or handling charges.

Inspection of Commodities: All commodities delivered to the CITY which are the subject of this PO are subject to inspection upon receipt by the CITY. All commodities rejected by the CITY shall remain the property of the Vendor and will be returned to the Vendor at the Vendor's expense.

Quantities of Goods: The quantity of commodities purchased under this PO cannot be changed without the CITY's prior written approval. Commodities shipped in excess of the quantity designated herein may be returned to the Vendor at the Vendor's expense.

Uniform Commercial Code: Florida law, including without limitation the Uniform Commercial Code (Chapter 670-680, Florida Statutes), shall apply to and supplement the terms and conditions of this PO.

Risk of Loss: Vendor agrees to bear all risk of loss, injury, or destruction of commodities and materials ordered herein which may for any reason occur prior to the CITY's acceptance of the subject commodities and materials. No such injury or destruction of the subject goods and materials shall release Vendor from any obligations hereunder.

Warranty: Commodities furnished shall be new and free from defects and shall be packaged by commercially reasonable standards for shipping and handling. Any implied warranty granted under the Uniform Commercial Code shall apply to all commodities which are the subject of this PO. All written standard warranties for commodities shall inure to the benefit of the CITY, and Vendor shall supply a copy of the manufacturer's written standard warranty certificates for each commodity purchased pursuant to this PO. The warranty supplied by the manufacturer shall begin on the date of the CITY's acceptance of the subject commodities and shall remain in full force for the full period identified by the manufacturer. Any payment by the CITY for the commodities received under this PO does not constitute a waiver of these warranty provisions. If Vendor fails to honor the manufacturer's warranty and/or fails to correct or replace the defective items within fifteen (15) calendar days after the CITY sends written notice of such deficiencies, the CITY may, at its discretion, provide additional written notice of potential damages or of other contractual remedies if the corrections or replacements are not completed to CITY's satisfaction within five (5) calendar days of receipt of the notice. If Vendor fails to satisfy the manufacturer's warranty, or provide the corrections or replacements within the specified time, the Vendor may be placed in default and/or the commodities may be obtained from another Vendor and the Vendor charged the costs of procurement, either through an offset from any unpaid invoices or through invoices.

Additional Terms for the Provision of Services

Scope of Services: Vendor shall provide to CITY the services outlined in the Scope of Work attached hereto as Exhibit "A", and by this reference incorporated herein. Vendor shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of services under this PO and all services performed under this PO shall be performed in a professional manner.

Vendor assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable professional and ethical guidelines established by their profession. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises Vendor thereof in writing, Vendor agrees to re-perform such deficient services without charge to the CITY. Vendor shall not utilize the services of any sub-vendor without the prior written approval of CITY. Vendor shall require that all sub-vendors comply with the provisions set forth in this PO as well as the applicable provisions of the City of Pembroke Pines Code of Ordinances.

Compensation and Method of Payment: Vendor shall provide to the CITY a "not to exceed fee" (based upon hourly rates) or a list of professionals required for the assignment and an estimate of the work hours required to accomplish the services. The foregoing fee shall be set forth on Exhibit "B", attached hereto and by this reference incorporated herein.

Term for Performance: Vendor shall perform the services identified on Exhibit "A", attached hereto and by this reference made a part hereof, within the time frame set forth on Exhibit "B", attached hereto and by this reference made a part hereof.

Insurance: If the service will be utilizing materials which are hazardous, in their nature, to the environment, then Vendor must maintain pollution insurance in the amount of \$_____.

Additional Terms for the Provision of Professional Services

Vendor must have secured and maintained professional liability/errors & omissions insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. The coverage must be maintained for a period of no less than three (3) years after the final payment for services under this PO. Vendor hereby represents to CITY, with full knowledge that the CITY is relying upon these representations when entering into this PO with Vendor, that Vendor has the professional expertise, experience and manpower to perform the services to be provided by Vendor pursuant to the terms of this PO.

Indemnification Pursuant to §725.08, Fla. Stat. VENDOR shall indemnify and save harmless and defend the CITY, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, errors, omissions, or negligent acts of VENDOR, its agents, servants, employees, or subcontractors, in accordance with §725.08, Fla. Stat., as may be amended from time to time, for all costs, damages, and expenses, including attorneys' fees, incurred by the CITY or any third party as a result of any error, omission or negligent act by the Vendor, its officers, employees, agents, subcontractors or assignees arising out of or in connection with the performance by CONSULTANT pursuant to this Agreement, and where applicable appellate proceedings.

Pursuant to Section 558.0035, F.S., an individual employee or agent of the VENDOR may not be held individually liable for economic damages resulting from negligence under this Agreement if the conditions of Section 558.0035, F.S., as amended from time to time, are satisfied.

Additional Terms for Purchase of Commodities or Services with Federal Funds*

Notwithstanding anything to the contrary set forth herein, Vendor shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec. 200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of this section shall prevail. Any reference made to Vendor in this section shall apply to any subvendor under the terms of this Agreement.

Equal Employment Opportunity: (1) During the performance of this contract, Vendor agrees as follows: Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to print in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth these nondiscrimination provisions. (2) Vendor agrees to post notices in conspicuous places advertisements for employees placed by or on behalf of Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant.

This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation by the EEOC, or is consistent with Vendor's legal duty to furnish information. (4) Vendor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of Vendor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) Vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of Vendor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and Vendor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) Vendor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Vendor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Vendor may request the United States to enter into such litigation to protect the interests of the United States. The Vendor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The Vendor agrees that it will not actively or cooperatively assist any agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The Vendor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings. [Note: This section is applicable to Public Works / Construction Projects]

Davis-Bacon Act: Vendor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148), as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with this statute, Vendor must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor must be required to pay wages not less than one hour of work. [Note: This section is applicable to Public Works / Construction Projects]

Copeland "Anti-Kickback" Act: Vendor shall comply with the Copeland "Anti-Kickback" Act, (18 U.S.C. 874, 40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3) as may be applicable. Vendor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency. [Note: This section is applicable to Public Works / Construction Projects]

Suspension and Debarment: This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 300, as such Vendor is required to verify that none of the Vendor's agents, principals (defined at 2 C.F.R. § 180.905), or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 300, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 300, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 300, subpart C while this offer is valid and throughout the period of this PO and any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials: The CITY and Vendor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Access to Records: Vendor agrees to provide CITY the Federal Government, and any applicable Federal Administrator, Director, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Vendor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Nothing contained herein shall be construed as intending to limit or prohibit audits or internal reviews by Federal personnel or the Comptroller General of the United States.



ZeroEyes Security License

Invitation for Bids # TS-24-09

General Information		
Project Cost Estimate	Not Applicable	Not Applicable
Project Timeline	This contract shall be for an initial one (1) year period with the option of two (2), one (1) year renewals.	See Section 1.4
Evaluation of Proposals	Staff	See Section 1.7
Pre-Bid Meeting	Not Applicable	Not Applicable
Question Due Date	June 3, 2024	See Section 1.8
Proposals will be accepted until	2:00 pm on June 11, 2024	See Section 1.8
Proposal Security / Bid Bond	<input checked="" type="checkbox"/> Not required. <input type="checkbox"/> Required only for bidders that have a total cumulative base proposal amount that exceeds \$200,000. Proposal Security shall be in the amount of 5% of the total cumulative base amount proposed. <input type="checkbox"/> Required for every bidder, regardless of proposal amount. Proposal Security shall be in the amount of 5% of the total cumulative base amount proposed. <input type="checkbox"/> Required for every bidder, regardless of proposal amount. Proposal Security shall be in the amount of \$10,000 or 5% of the total cumulative base amount proposed, whichever is less.	Not Applicable
100% Payment and Performance Bonds	<input checked="" type="checkbox"/> Not required. <input type="checkbox"/> Required, regardless of the awarded contract amount. <input type="checkbox"/> Required in the event that the awarded contract exceeds \$200,000.	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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ATTACHMENT(S):

Attachment A: Non-Collusive Affidavit



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:

**IFB # TS-24-09
ZeroEyes Security License**

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.

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. 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. 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, June 11, 2024. 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, 4th 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 Bedit, Procurement Department
City of Pembroke Pines
8300 South Palm Drive, Pembroke Pines, FL 33025
954-518-9022
purchasing@ppines.com

1.2 PURPOSE

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide the requested ZeroEyes licensing and Integration for the City of Pembroke Pines Academic Village Charter School, in accordance with the terms, conditions, and specifications contained in this solicitation.

ZeroEyes is a security software technology company that specializes in using artificial intelligence to detect weapons using real-time video feeds. By detecting weapons in real-time, ZeroEyes can help prevent potential threats and improve overall safety in schools. ZeroEyes alerts authorities immediately upon detecting a weapon, allowing for a faster response to potential threats. ZeroEyes will be integrated with existing security systems at the Academic Village Charter School to enhance overall security measures already in place. Finally, ZeroEyes can be scaled to fit the needs of the City's five Charter School campuses.



1.3 SCOPE OF WORK

The City is seeking prices for the following:

Item
<i>Weapon Detection Service - 1 Year License (Up to 220 Camera Streams)</i>
<i>One-time Platform Fee: Platform Installation and Network Integration</i>

No substitutes, equivalents or alternate bids will be accepted.

1.4 PROJECT COST ESTIMATE & TIMELINE

The licenses shall be issued within thirty (30) calendar days of the City’s issuance of a Purchase Order. This contract shall be for an initial one (1) year period with the option of two (2), one (1) year renewals.

1.5 PROPOSAL REQUIREMENTS

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 the 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.

1.5.1 Pricing Sheet / Bid Tables

1. **Bid Table:** The vendor must provide their pricing through the designated lines items listed on the Excel Sheet that is available for download on the Bonfire website under the “**Pricing Sheet / Bid Table**” section. Please follow the instructions given in this package and on the Excel Sheet to complete and upload the information back onto the Bonfire website.
2. **Responses:** This tab of the Bid Table includes a “**Vendor Notes**” column for any additional comments regarding the requested line item(s). A comment is required in the “**Vendor Notes**” column. If the vendor does not need to submit any comments, please enter N/A or similar.



a. Below is a sample of the “Primary Responses” tab of the Bid Table:

		Numeric	Text	
#	Item	Price per Unit	Vendor Notes	Total Cost
#0-1	Weapon Detection Service - 1 Year License (Up to 220 Camera Streams)			
#0-2	One-Time Platform Fee: Platform Installation and Network Integration			

1.5.2 Questionnaires

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

1.5.3 Other Completed Documents

1. Attachment A: Non-Collusive Affidavit.

1.5.4 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.

1.6 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.

1.6.1 Vendor Information Form

1.6.2 Form W-9 (Rev. October 2018)

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

1.6.3 Company Profile Form

1.6.4 Sworn Statement on Public Entity Crimes Form

1.6.5 Equal Benefits Certification Form

1.6.6 Vendor Drug-Free Workplace Certification Form

1.6.7 Scrutinized Company Certification

1.6.8 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.

1.6.9 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.

1.6.10 Local Business Tax Receipts

1.6.11 Local Vendor Preference Certification

1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the solicitation. Evaluations shall be based upon the information contained in the proposals as submitted.
- B. Staff will make a recommendation to the City Commission for award of contract.

1.8 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	May 21, 2024
Pre-Bid Meeting	Not Applicable
Question Due Date	June 3, 2024
Anticipated Date of Issuance for the Addenda with Questions and Answers	June 5, 2024
Proposals will be accepted until	2:00 p.m. June 11, 2024
Proposals will be opened at	2:30 p.m. on June 11, 2024
Evaluation of Proposals by Staff	June 11, 2024 – July 29, 2024
Recommendation of Contractor to City Commission award	August 7, 2024

1.9 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at <https://ppines.bonfirehub.com/> on or before **2:00 p.m. on June 11, 2024**.

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 with ample time before the bid closing date and time.

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



SECTION 2 - INSURANCE REQUIREMENTS

2.1 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.

Yes No



2.1.2 Indemnification for Design Professionals and Construction Contracts: The CONTRACTOR 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 negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by CONTRACTOR during performance of this Agreement. 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

- ☐ x 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

- ☐ x 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.

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 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.

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.

3.37 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL



**INTERESTS IN GOVERNMENT
CONTRACTING**

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.



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		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		INSURER A:
YOUR COMPANY NAME HERE		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
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc	Must Include General Liability			EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		SAMPLE CERTIFICATE		
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
	EXCESS LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL		Certificate must contain wording similar to what appears below
"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, MAIL <u>30</u> DAYS WRITTEN LEFT.
City Must Be Named as Certificate Holder		AUTHORIZED REPRESENTATIVE

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%	<div><div></div></div>	
2	80	0.00%	<div></div>	
3	5	0.00%	<div></div>	
4	10	0.00%	<div></div>	
5	12	0.00%	<div></div>	
6	11	0.00%	<div></div>	
Total	132	10.61%	<div><div></div></div>	

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	
Equal Benefits Certification Form				
6.7.1	Which option did you select on the Equal Benefits Certification Form?	A) Complies		
Vendor Drug-Free Workplace Certification Form				
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
E-Verify System Certification Statement				
6.9.1	Did you submit a completed E-Verify System Certification Statement in the Vendor Registration Portal?	Yes		
Local Business Tax Receipts				
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.	
Scrutinized Company Certification				
6.11.1	Did you submit a completed Scrutinized Company Certification in the Vendor Registration Portal?		Yes	
11 Questions			81.82% Complete	

Portal

TS-24-09 - ZeroEyes Security License

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


Project Details

Project: ZeroEyes Security License

Ref. #: TS-24-09

Type: IFB

Status: CLOSED

Open Date: May 21st 2024, 10:30 AM EDT

Intent to Bid Due Date: Jun 11th 2024, 2:00 PM EDT

Questions Due Date: Jun 3rd 2024, 10:00 PM EDT

Contact Information: Procurement Department, 954-518-9020

Close Date: Jun 11th 2024, 2:00 PM EDT

Days Left: Submissions are now closed

June 2024
[prev](#) [next](#)

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

Project Description:

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide the requested ZeroEyes licensing and Integration for the City of Pembroke Pines Academic Village Charter School, in accordance with the terms, conditions, and specifications contained in this solicitation.

ZeroEyes is a security software technology company that specializes in using artificial intelligence to detect weapons using real-time video feeds. By detecting weapons in real-time, ZeroEyes can help prevent potential threats and improve overall safety in schools. ZeroEyes alerts authorities immediately upon detecting a weapon, allowing for a faster response to potential threats. ZeroEyes will be integrated with existing security systems at the Academic Village Charter School to enhance overall security measures already in place. Finally, ZeroEyes can be scaled to fit the needs of the City's five Charter School campuses


[Navigation](#)



PASSED					
Portal					
PASSED	Questions Due Date	Online Portal	Deadline to submit Questions	Jun 3rd 2024, 10:00 PM EDT	N/A
PASSED	Close Date	Online Portal	Deadline for Submissions	Jun 11th 2024, 2:00 PM EDT	N/A
PASSED	Intent to Bid Due Date	Online Portal	Deadline to indicate your intent to Bid	Jun 11th 2024, 2:00 PM EDT	Yes

Commodity Codes:

US_NAICS_2022 42343 Computer and Computer Peripheral Equipment and Software Merchant Wholesalers

US_NAICS_2022 423430 Computer and Computer Peripheral Equipment and Software Merchant Wholesalers

US_NAICS_2022 5112 Software Publishers

US_NAICS_2022 51121 Software Publishers

US_NAICS_2022 511210 Software Publishers

US_NAICS_2022 56162 Security Systems Services

US_NAICS_2022 561621 Security Systems Services (except Locksmiths)

US_NAICS_2022 51321 Software Publisher

Supporting Documentation:

Download All Files

Search

File	Type	Description	Date Created	Actions
Bonfire FAQs regarding Questionnaires.pdf	Other	Bonfire FAQs regarding Questionnaires	Mar 24th 2022, 1:40 PM EDT	<div>Download</div>
Non-Collusive Affidavit.pdf	Documentation	Attachment A	Oct 27th 2021, 12:18 PM EDT	<div>Download</div>
Sample Insurance Certificate.pdf	Documentation	Attachment B	May 6th 2024, 5:06 PM EDT	<div>Download</div>
Submission Instructions - TS-24-09.pdf	Other	General Bonfire Submission Instructions	May 6th 2024, 4:42 PM EDT	<div>Download</div>
TS-24-09 ZeroEyes Security License.pdf	Documentation	1) IFB	May 21st 2024, 9:53 AM EDT	<div>Download</div>

Requested Information:

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

Pricing Sheet / Bid Tables

Name	Type	# Files	Requirement	Instructions	Actions
3 Skip Top Navigation et (BT-45MP)	BidTable: Excel (.xlsx)	1	REQUIRED	You will need to fill out the provided Response Template	<div>Download</div>



Portal

Questionnaires

Name	Type	# Files	Requirement	Instructions	Actions
Proposal Submission (Q-01BT)	Questionnaire: Excel (.xlsx)	1	REQUIRED	You will need to fill out the provided Response Template for this Questionnaire.	<button>Download</button>

Other Completed Documents

Name	Type	# Files	Requirement	Instructions	Actions
Non-Collusive Affidavit	File Type: PDF (.pdf)	1	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

Vendors	# Files	Actions
AlxTel, Inc.	8	<button>View</button>
Axelliant LLC	2	<button>View</button>
BidNet	5	<button>View</button>
BuildCentral Inc	1	<button>View</button>
Cambridge LTD	56	<button>View</button>
CJIS GROUP	1	<button>View</button>
Cloud BC Labs inc.	1	<button>View</button>
CnergyPro Global Solutions LLC	1	<button>View</button>
3	5	<button>View</button>

[Skip Top Navigation](#)



Enterprise Pals, Inc.			5	View
Freedom Senior Share, LLC			2	View
Gtech			7	View
Hypertec USA, Inc			1	View
Kambrian Corporation			5	View
Magna Cyber LLC			2	View
Mvation Worldwide Inc			6	View
North America Procurement Council Inc., PBC			5	View
SevenOutsource			5	View
vCloud Tech Inc			5	View
vPrime Tech Inc			6	View
X-Gen Digital LLC			1	View
ZeroEyes, Inc			28	View
ZeroEyes, Inc.			3	View

Interested Subcontractors

Search

Vendors	Contact	Email	Phone	Subcontract Services
No data available in table				

Messages

Public Notices (0)

Vendor Discussions (0)

There is currently nothing to display here.



Requests

Community

Projects

Vendors

Insights



Maria R.

City of Pembroke Pi...

Portal

[Technical Support](#)

[Portal Security](#)

[Terms of Service](#)

[Privacy Policy](#)

[Sitemap](#)

Powered by
 Bonfire

Vendor Discussions

No messages

Public Notices

No messages

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
Pricing Sheet (BT-45MP)	BidTable: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this BidTable. The Response Template can be downloaded from the project listing on the Bonfire portal.
Proposal Submission (Q-01BT)	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.
Non-Collusive	File Type: PDF	1	Required	

Name	Type	# Files	Requirement	Instructions
Affidavit	(.pdf)			
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_2022	42343	Computer and Computer Peripheral Equipment and Software Merchant Wholesalers	
US_NAICS_2022	423430	Computer and Computer Peripheral Equipment and Software Merchant Wholesalers	
US_NAICS_2022	5112	Software Publishers	
US_NAICS_2022	51121	Software Publishers	
US_NAICS_2022	511210	Software Publishers	
US_NAICS_2022	56162	Security Systems Services	

Commodity Set	Commodity Code	Title	Description
US_NAICS_2022	561621	Security Systems Services (except Locksmiths)	
US_NAICS_2022	51321	Software Publisher	

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/138321>.

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

Requested BidTables:

The BidTable Response Templates can be obtained at <https://ppines.bonfirehub.com/opportunities/138321>.

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

2. Upload your submission at:



<https://ppines.bonfirehub.com/opportunities/138321>

You will not be able to prepare a submission unless you submit 'Yes' for your Intent to Bid by **Jun 11, 2024 2:00 PM EDT**.

The Question period for this opportunity starts May 21, 2024 8:00 PM EDT. The Question period for this opportunity ends Jun 03, 2024 10:00 PM EDT. 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 **Jun 11, 2024 2:00 PM EDT**. 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?

City of Pembroke Pines uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at 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>

Responses

ZeroEyes, Inc.

			Numeric	Text	
#		Item	Price Per Unit	Vendor Notes	Total Cost
2659217	#0-1		\$ 76,560.00	s is for a one year contract for 220 camera strear	\$ 76,560.00
2659467	#0-2		\$ 10,000.00	This is a one-time platform installation fee	\$ 10,000.00
					\$ 86,560.00

Question Set 1: Contact Information Form

#		Question	Response	Comment
Company Information				
1.1.1		Company Name	ZeroEyes, Inc	
1.1.2		Company Address	555 East North Lane Conshohocken, PA 19428	
Primary Contact for the Project				
1.2.1		Contact Name	Brett Handell	
1.2.2		Contact Title	VP of Education Solutions	
1.2.3		Contact E-mail Address	brett@zeroeyes.com	
1.2.4		Contact Telephone Number	5083305209	
Authorized Approver				
1.3.1		Contact Name	James Wilkins	
1.3.2		Contact Title	SVP of Sales	
1.3.3		Contact E-mail Address	jt@zeroeyes.com	
1.3.4		Contact Telephone Number	302-357-8390	
10 Questions			100.00% Complete	

Question Set 2: Proposer's Background Information

#	Question	Response	Comment
Former Business			
2.1.1	Under what former name has your business operated? Include a description of the business.	N/A	We have always operated under the business name "ZeroEyes, Inc"
2.1.2	At what address was that business located?	N/A	
Past Failure			
2.2.1	Have you ever failed to complete work awarded to you. If so, when, where and why?	No	
Inspected			
2.3.1	Have you personally inspected the proposed WORK and do you have a complete plan for its performance?	Yes	
Subcontracting			
2.4.1	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	
Bankruptcy Petitions			
2.5.1	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.	N/A	
Bond Claims			
2.6.1	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).	N/A	
Claims, Arbitrations, Administrative Hearings and Lawsuits			
2.7.1	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.	N/A	
Criminal Proceedings or Hearings			
2.8.1	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.	N/A	
Company Classification			
2.9.1	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	
Debarment/Suspension			
2.10.1	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	
Similar Experience & Contracts			
2.11.1	Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years.	Local experience with installations and service provided in Florida	Florida Education clients. Seminole County Public Schools, Hernando County Public Schools, Florida Atlantic University, The School District of Indian River, Leon County Schools, The Villages Charter School. Academy for Innovative Education, Miami Dade-Schools Pilot for 100 cameras. All clients have been satisfied and gone through renewals with ZeroEyes.
12 Questions		100.00% Complete	

Question Set 3: Vendor Registration Checklist

#	Question	Response	Comment
Vendor Information Form			
3.1.1	Did you submit a completed Vendor Information Form in the Vendor Registration Portal?	Yes	
Form W-9 (Rev. October 2018 or later)			
3.2.1	Did you submit a W-9 Form (Revised October 2018 or later) in the Vendor Registration Portal?	Yes	
Company Profile			
3.3.1	Did you submit your Company Profile Form in the Vendor Registration Portal?	Yes	
Sworn Statement on Public Entity Crimes Form			
3.4.1	Which option did you select on the Sworn Statement on Public Entity Crimes Form?	A) Not Charged / Convicted	
Equal Benefits Certification Form			
3.5.1	Which option did you select on the Equal Benefits Certification Form?	A) Complies	
Vendor Drug-Free Workplace Certification Form			
3.6.1	Which option did you select on the Vendor Drug-Free Workplace Certification Form?	Complies Fully	
Scrutinized Company Certification			
3.7.1	Did you submit a completed Scrutinized Company Certification in the Vendor Registration Portal?	Yes	
E-Verify System Certification Statement			
3.8.1	Did you submit a completed E-Verify System Certification Statement in the Vendor Registration Portal?	Yes	
Veteran Owned Small Business Preference Certification			
3.9.1	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	
Local Business Tax Receipts			
3.10.1	Did you submit your Local Business Tax Receipts in the Vendor Registration Portal?	No	Not a local business, so we do not have tax receipts for the state of Florida
Local Vendor Preference Certification			
3.11.1	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.	Not a Local Pembroke Pines or Broward County Vendor	
11 Questions		100.00% Complete	



NON-COLLUSIVE AFFIDAVIT

BIDDER is the

Representative

(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 Brett Handell Digitally signed by Brett Handell
Date: 2024.06.07 10:36:19
-04'00'

Title VP of Education Solutions

Name of Company ZeroEyes, Inc

**VENDOR INFORMATION FORM**

The City of Pembroke Pines is currently implementing an enhanced Citywide Enterprise Resource Planning (ERP) system with the goal of updating our processes and improving customer service. Part of the new Tyler Technologies Munis ERP system will include a vendor management module. In addition, this new system will include a Vendor Self Service (VSS) web portal which will allow vendors to update their necessary information and documents on an as-needed basis. The City intends for this system to allow for vendors to view their Purchase Orders, Invoices, Checks and other beneficial information in real-time. Using VSS, vendors will also be able to enter and maintain their contact and remittance information, discount and payment terms, designated contact persons, and the commodity codes that represent the goods and services the vendor can provide.

While we work towards go-live with the new VSS web portal, we are requesting for vendors to complete the attached Vendor Registration Packet and submit it to accountspayable@ppines.com to help facilitate the implementation process.

MAIN CONTACT INFORMATION			
Company Name (Legal Name as filed with IRS)	ZeroEyes, Inc		
Doing Business As (DBA)	ZeroEyes, Inc		
Primary Business Address	555 East North Lane, suite 5050		
	City:	Conshohocken	
	State:	Pennsylvania	Zip: 19428
	Country:	USA	
Remit To Address	555 East North Lane, suite 5050		
	City:	Conshohocken	
	State:	Pennsylvania	Zip: 19428
	Country:	USA	
Order From Address	555 East North Lane, suite 5050		
	City:	Conshohocken	
	State:	Pennsylvania	Zip: 19428
	Country:	USA	
Foreign Entity (Yes/No)	No		
Telephone Number	508-330-5209		
Primary Company E-mail	brett@zeroeyes.com		
Fax	N/A		
Website	https://zeroeyes.com/		
DUNS	081214393		
Independent Contractor (Yes/No)	No		
Identification Number	SSN:		FID: 86-3764643

GENERAL PAYMENT TERMS		
Discount Percent Defines the discount percentage the vendor extends to your organization.	Days to Discount Number of days which payment must be received to claim the discount percent.	Days to Net Number of days that the vendor allows before requiring net payment.
N/A	N/A	30



CONTACT # 1	
Contact Name (First & Last Name)	Brett Handell
Description/Title/Position	VP of Education and Government Solutions
Phone (Voice)	508-330-5209
Phone (Text)	508-330-5209 Opt In (Y/N): Y
Fax	N/A
E-mail	brett@zeroeyes.com

CONTACT # 2	
Contact Name (First & Last Name)	James Wilkins
Description/Title/Position	SVP of Sales
Phone (Voice)	302-357-8390
Phone (Text)	302-357-8390 Opt In (Y/N): Y
Fax	N/A
E-mail	jt@zeroeyes.com

CONTACT # 3	
Contact Name (First & Last Name)	Sam Alaimo
Description/Title/Position	Chief Revenue Officer/Co-Founder
Phone (Voice)	570-239-3604
Phone (Text)	570-239-3604 Opt In (Y/N): N
Fax	N/A
E-mail	sam@zeroeyes.com

MINORITY BUSINESS ENTERPRISE			
MBE Classifications	Yes	Certifying Agency	Expiration
African American			
Asian American			
Disadvantage Business			
Hispanic American			
HubZone / Labor Surplus Area			
Minority Owned Business			
Native American			
Small Business Enterprise			
Veteran Owned Small Business			
Woman Owned Business			

If you selected "Yes" to any of the above items, please attach proof of certification.

GEOGRAPHIC PREFERENCE	
Local Broward County Vendor	
Local Pembroke Pines Vendor	
Not a Local Broward County of Pembroke Pines Vendor	X

Please read and complete the attached "Local Vendor Preference Certification" Form and select the applicable option above.

STATE REGISTRATION	
Is your company registered with the State of Florida? (Y/N)	Y - Application was sent to SunBiz 6/4/24
If not, what state is your company registered in?	

Please attach the print out from <https://dos.myflorida.com/sunbiz/> or the appropriate state showing your active registration and any applicable fictitious names that are registered.

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. ZeroEyes, 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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. 555 East North Lane, Suite 5050	Requester's name and address (optional)
	6 City, state, and ZIP code Conshohocken, PA 19428	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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									
8	6		-	3	7	6	4	6	4

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 ► <i>Matt Grainer</i>	Date ► 9/28/22
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**COMPANY PROFILE FORM**

Please provide the following information so that the City could better get to know your company's background.

MAIN CONTACT INFORMATION			
Company Name (Legal Name as filed with IRS)	ZeroEyes, Inc		
Doing Business As (DBA)	ZeroEyes, Inc		
Primary Business Address	555 East North Lane, suite 5050		
	City:	Conshohocken	
	State:	Pennsylvania	Zip:
	Country:	USA	

Organization Background	
Please state the year that you company started its business	2018
Please state the year that your company started providing service under your current business name	2018
What State is your Company Registered In?	Delaware

Please attach any applicable organization registration documents.

Professional License Information		
License Type	License Number	Expiration

Please list and attach any applicable professional licenses required to perform the services your company offers.

Please Provide a Summary of your Company and What Services you provide
<p>ZeroEyes is a security solutions company based in Conshohocken, PA, specializing in proactive gun detection technology. Founded in 2018 by a team of Navy SEALs and elite technologists following the Marjory Stoneman Douglas school active shooter incident, ZeroEyes was created to protect people from having to face similar circumstances. Utilizing advanced artificial intelligence and computer vision, ZeroEyes provides a comprehensive security system that integrates seamlessly with existing surveillance infrastructures. The primary service offered is the real-time detection of firearms, enabling swift alerts to security personnel and law enforcement to prevent potential threats. Their technology is designed to enhance situational awareness and improve response times, ultimately aiming to create safer environments in schools, businesses, and public spaces.</p>

Please select the appropriate Commodity Codes that your company provides, this will help City Departments find vendors that can provide services in which the City is looking to Procure.



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

1. This sworn statement is submitted June 4th, 2024
(name of entity submitting sworn statement) whose business address is
ZeroEyes, Inc
and (if applicable) its Federal Employer Identification Number (FEIN) is
86-3764643. (If the entity has no FEIN, include the Social Security
Number of the individual signing this sworn statement: _____.)
2. My name is Brett Handell and my
(Please print name of individual signing)
relationship to the entity named above is VP of Education and Government Solutions.
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.)**

Bret Handell
Bidder's Name/Signature

ZeroEyes, Inc
Company

06/04/2024
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;



☐ 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: ZeroEyes, Inc

AUTHORIZED OFFICER NAME / SIGNATURE: Brett Handell Digitally signed by Brett Handell
Date: 2024.06.04 11:59:20 -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.

Brett Handell
Digitally signed by Brett Handell
Date: 2024.06.04 12:00:50 -04'00'

Authorized Signature

06/04/2024

Authorized Signer Name

ZeroEyes, Inc

Company Name



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

I, Brett Handell VP of Education and Government Solutions, on behalf of ZeroEyes, Inc,
Print Name and Title Company Name
certify that ZeroEyes, Inc:
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.

ZeroEyes, Inc
Company Name

Brett Handell *Bret Handell*
Print Name / Signature

VP of Education and Government Solutions
Title



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: ZeroEyes, Inc

PRINTED NAME / AUTHORIZED SIGNATURE: Brett Handell

Digitally signed by Brett Handell
Date: 2024.06.04 12:22:42 -04'00'



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: ZeroEyes, Inc

PRINTED NAME / AUTHORIZED SIGNATURE: Brett Handell

Digitally signed by Brett Handell
Date: 2024.06.04 12:05:02 -04'00'



Telos Legal Corp.
A COMPANY THAT CARES

Name : **ZeroEyes, Inc.**

Service : **Good Standing Certificate**

Jurisdiction : **US - DE - Secretary of State**

Thru Date: **05/28/2024**

Results :

Obtained – See Attached

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "ZEROEYES, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-EIGHTH DAY OF MAY, A.D. 2024.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "ZEROEYES, INC." WAS INCORPORATED ON THE TWENTY-THIRD DAY OF MARCH, A.D. 2018.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



6812657 8300

SR# 20242518385

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Authentication: 203567566

Date: 05-28-24

June 4, 2024

Department of State
Division of Corporations
Section Name
P.O. Box 6327
Tallahassee, FL 32314

To Whom It May Concern:

Enclosed, please find the application for registration of ZeroEyes as a foreign limited liability company in the State of Florida. Included with this application are the following documents:

1. Completed Application Form
2. Certificate of Good Standing from Pennsylvania
3. Check for the Registration Fee \$560 (\$160 for filing registration + \$400 late fee)

Should you have any questions or require additional information, please do not hesitate to contact me at 508.330.5209 or brett@zeroeyes.com

Thank you for your assistance.

Sincerely,

Brett Handell
Vice President of Sales
ZeroEyes
<https://www.zeroeyes.com/>



FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Attached are the instructions to register a foreign limited liability company to transact business in Florida. The requirements are as follows:

Pursuant to s. 605.0902, Florida Statutes, the attached application must be completed in its entirety.

The foreign limited liability company **must** submit certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted.

- The name of a limited liability company must be distinguishable on the records of the Florida Department of State. If the name of your limited liability company is not distinguishable on our records, you must adopt an alternative name to use in the state of Florida.
- The name of a limited liability company in the state of Florida must contain the words "Limited Liability Company," The abbreviation "L.L.C.," or the designation "LLC."

A preliminary search for name availability can be made on the Internet through the Division's records at www.sunbiz.org. Preliminary name searches and name reservations are no longer available from the Division of Corporations. You are responsible for any name infringement that may result from your name selection.

The fees to register are as follows:

\$ 100.00	Filing Fee for Application
\$ 25.00	Designation of Registered Agent
\$ 30.00	Certified Copy (optional)
\$ 5.00	Certificate of Status (optional)

➤ **Important Information About the Requirement to File an Annual Report**

All Foreign Limited Liability Companies must file an Annual Report yearly to maintain "active" status. The first report is due in the year following formation. The report must be filed electronically online between January 1st and May 1st. The fee for the annual report is \$138.75. After May 1st a \$400 late fee is added to the annual report filing fee. "Annual Report Reminder Notices" are sent to the e-mail address you provide us when you submit this document for filing. To file any time after January 1st, go to our website at www.sunbiz.org. There is no provision to waive the late fee. Be sure to file before May 1st.

A letter of acknowledgment will be issued free of charge upon registration. Please submit one check made payable to the Florida Department of State for the total amount of the filing fee and any optional certificate or copy.

A COVER letter should be submitted along with the application, certificate, and check. The mailing address and courier address are noted below.

Any further inquiries concerning this matter should be directed to the Registration Section by calling (850) 245-6051.

Mailing Address:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Registration Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: ZeroEyes, Inc L.L.C.

Name of Limited Liability Company

The enclosed "Application by Foreign Limited Liability Company for Authorization to Transact Business in Florida," Certificate of Existence, and check are submitted to register the above referenced foreign limited liability company to transact business in Florida.

Please return all correspondence concerning this matter to the following:

Brett Handell

Name of Person

ZeroEyes, Inc

Firm/Company

35 Lomasney Way Apartment 3906

Address

Boston, MA 02114

City/State and Zip Code

brett@zeroeyes.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Brett Handell

508

330-5209

at (_____) _____

Name of Contact Person

Area Code

Daytime Telephone Number

Mailing Address:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Registration Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

Enclosed is a check for the following amount:

Please make check payable to: **FLORIDA DEPARTMENT OF STATE**

☐ \$125.00 Filing Fee

☐ \$130.00 Filing Fee &
Certificate of Status

☐ \$155.00 Filing Fee &
Certified Copy

☒ \$160.00 Filing Fee, Certificate
of Status & Certified Copy

**APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS
IN FLORIDA**

IN COMPLIANCE WITH SECTION 605.0902, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. ZeroEyes, Inc L.L.C.
(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida. The alternate name must include "Limited Liability Company," "L.L.C.," or "LLC.")

2. Delaware
(Jurisdiction under the law of which foreign limited liability company is organized)

3. 86-3764643
(FEI number, if applicable)

4. 6/4/2024
(Date first transacted business in Florida, if prior to registration.)
(See sections 605.0904 & 605.0905, F.S. to determine penalty liability)

5. 555 East North Lane, Suite 5050
(Street Address of Principal Office)

6. 555 East North Lane, Suite 5050
(Mailing Address)

Conshohocken, PA

Conshohocken, PA

19428

19428

7. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: James Wilkins

Office Address: 2630 Yellow Sundial Loop

Ruskin, Florida 33570
(City) (Zip code)

Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Bret Handell

(Registered agent's signature)

8. For initial indexing purposes, list names, title or capacity and addresses of the primary members/managers or persons authorized to manage [up to six (6) total]:

Title or Capacity: **Name and Address:**

☒ Manager Name: Brett Handell

☐ Member Address: 35 Lomasney Way Apartment 3

☐ Authorized Boston, MA 02114

 Person VP of Education Solutions

☐ Other _____ ☐ Other _____

Title or Capacity: **Name and Address:**

☒ Manager Name: James Wilkins

☐ Member Address: 2630 Yellow Sundial Loop

☐ Authorized Ruskin, FL 33570

 Person SVP of Sales

☐ Other _____ ☐ Other _____

☐ Manager Name: _____

☐ Member Address: _____

☐ Authorized _____

 Person _____

☐ Other _____ ☐ Other _____

☐ Manager Name: _____

☐ Member Address: _____

☐ Authorized _____

 Person _____

☐ Other _____ ☐ Other _____

☐ Manager Name: _____

☐ Member Address: _____

☐ Authorized _____

 Person _____

☐ Other _____ ☐ Other _____

☐ Manager Name: _____

☐ Member Address: _____

☐ Authorized _____

 Person _____

☐ Other _____ ☐ Other _____

Important Notice: Use an attachment to report more than six (6). The attachment will be imaged for reporting purposes only. Non-indexed individuals may be added to the index when filing your Florida Department of State Annual Report form.

9. Attached is a certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted)

10. This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

Bret Handell

Signature of an authorized person

Brett Handell

Typed or printed name of signee

My Company Account

My Company Profile

Company Information

Company Name

ZeroEyes, Inc.

Doing Business As (DBA) Name

Company ID

2410997

Enrollment Date

Mar 27, 2024

Employer Identification Number (EIN)

863764643

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

100 to 499

NAICS Code

541

Sector

Professional, Scientific, and Technical
Services

Subsector

Professional, Scientific, and Technical
Services

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address

555 E North Lane
Bldg C Ste 5050
Conshohocken, PA 19428

Mailing Address

Same as Physical Address

[Edit Company Addresses](#)

Hiring Sites

Number of Sites

1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)





FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Attached are the instructions to register a foreign limited liability company to transact business in Florida. The requirements are as follows:

Pursuant to s. 605.0902, Florida Statutes, the attached application must be completed in its entirety.

The foreign limited liability company **must** submit certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted.

- The name of a limited liability company must be distinguishable on the records of the Florida Department of State. If the name of your limited liability company is not distinguishable on our records, you must adopt an alternative name to use in the state of Florida.
- The name of a limited liability company in the state of Florida must contain the words "Limited Liability Company," The abbreviation "L.L.C.," or the designation "LLC."

A preliminary search for name availability can be made on the Internet through the Division's records at www.sunbiz.org. Preliminary name searches and name reservations are no longer available from the Division of Corporations. You are responsible for any name infringement that may result from your name selection.

The fees to register are as follows:

\$ 100.00	Filing Fee for Application
\$ 25.00	Designation of Registered Agent
\$ 30.00	Certified Copy (optional)
\$ 5.00	Certificate of Status (optional)

➤ **Important Information About the Requirement to File an Annual Report**

All Foreign Limited Liability Companies must file an Annual Report yearly to maintain "active" status. The first report is due in the year following formation. The report must be filed electronically online between January 1st and May 1st. The fee for the annual report is \$138.75. After May 1st a \$400 late fee is added to the annual report filing fee. "Annual Report Reminder Notices" are sent to the e-mail address you provide us when you submit this document for filing. To file any time after January 1st, go to our website at www.sunbiz.org. There is no provision to waive the late fee. Be sure to file before May 1st.

A letter of acknowledgment will be issued free of charge upon registration. Please submit one check made payable to the Florida Department of State for the total amount of the filing fee and any optional certificate or copy.

A COVER letter should be submitted along with the application, certificate, and check. The mailing address and courier address are noted below.

Any further inquiries concerning this matter should be directed to the Registration Section by calling (850) 245-6051.

Mailing Address:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Registration Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: ZeroEyes, Inc L.L.C.

Name of Limited Liability Company

The enclosed "Application by Foreign Limited Liability Company for Authorization to Transact Business in Florida," Certificate of Existence, and check are submitted to register the above referenced foreign limited liability company to transact business in Florida.

Please return all correspondence concerning this matter to the following:

Brett Handell

Name of Person

ZeroEyes, Inc

Firm/Company

35 Lomasney Way Apartment 3906

Address

Boston, MA 02114

City/State and Zip Code

brett@zeroeyes.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Brett Handell

508

330-5209

at (_____) _____

Name of Contact Person

Area Code

Daytime Telephone Number

Mailing Address:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Registration Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

Enclosed is a check for the following amount:

Please make check payable to: **FLORIDA DEPARTMENT OF STATE**

☐ \$125.00 Filing Fee

☐ \$130.00 Filing Fee &
Certificate of Status

☐ \$155.00 Filing Fee &
Certified Copy

☒ \$160.00 Filing Fee, Certificate
of Status & Certified Copy

**APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS
IN FLORIDA**

IN COMPLIANCE WITH SECTION 605.0902, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. ZeroEyes, Inc L.L.C.
(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida. The alternate name must include "Limited Liability Company," "L.L.C.," or "LLC.")

2. Delaware
(Jurisdiction under the law of which foreign limited liability company is organized)

3. 86-3764643
(FEI number, if applicable)

4. 6/4/2024
(Date first transacted business in Florida, if prior to registration.)
(See sections 605.0904 & 605.0905, F.S. to determine penalty liability)

5. 555 East North Lane, Suite 5050
(Street Address of Principal Office)

6. 555 East North Lane, Suite 5050
(Mailing Address)

Conshohocken, PA

Conshohocken, PA

19428

19428

7. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: James Wilkins

Office Address: 2630 Yellow Sundial Loop

Conshohocken, Florida 33570
(City) (Zip code)

Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Bret Handell

(Registered agent's signature)

8. For initial indexing purposes, list names, title or capacity and addresses of the primary members/managers or persons authorized to manage [up to six (6) total]:

Title or Capacity: **Name and Address:**

☒ Manager Name: Brett Handell

☐ Member Address: 35 Lomasney Way Apartment 3

☐ Authorized Boston, MA 02114

VP of Education Solutions

 Person

☐ Other _____ ☐ Other _____

Title or Capacity: **Name and Address:**

☒ Manager Name: James Wilkins

☐ Member Address: 2630 Yellow Sundial Loop

☐ Authorized Ruskin, FL 33570

SVP of Sales

 Person

☐ Other _____ ☐ Other _____

☐ Manager Name: _____

☐ Member Address: _____

☐ Authorized _____

 Person

☐ Other _____ ☐ Other _____

☐ Manager Name: _____

☐ Member Address: _____

☐ Authorized _____

 Person

☐ Other _____ ☐ Other _____

☐ Manager Name: _____

☐ Member Address: _____

☐ Authorized _____

 Person

☐ Other _____ ☐ Other _____

☐ Manager Name: _____

☐ Member Address: _____

☐ Authorized _____

 Person

☐ Other _____ ☐ Other _____

Important Notice: Use an attachment to report more than six (6). The attachment will be imaged for reporting purposes only. Non-indexed individuals may be added to the index when filing your Florida Department of State Annual Report form.

9. Attached is a certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted)

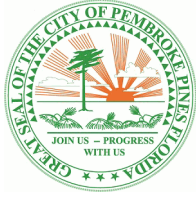
10. This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

Brett Handell

Signature of an authorized person

Brett Handell

Typed or printed name of signee



City of Pembroke Pines, FL

601 City Center Way
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Agenda Request Form

Agenda Number: 23.

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**Agenda
Section:**

In Control: City Commission

File Created: 07/11/2024

Short Title: Award of TS-24-09 "ZeroEyes Security License"

Final Action: 08/07/2024

Title: MOTION TO AWARD IFB # TS-24-09 "ZEROEYES SECURITY LICENSE"
TO THE SOLE BIDDER, ZEROEYES, INC., IN THE AMOUNT NOT TO
EXCEED \$86,560.00.

***Agenda Date:** 08/07/2024

Agenda Number: 23.

Internal Notes:

Attachments: 1. TS-24-09 Bid Tabulation, 2. ZeroEyes, Inc - Bid Submittal, 3. IFB # TS-24-09 ZeroEyes Security License

Related Files:

1 City Commission 08/07/2024 approve

Pass

Action Text: A motion was made to approve on the Consent Agenda

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.15 defines an Invitation for Bid as "A written solicitation for competitive sealed bids with the title, date and hour of the public bid opening designated therein and specifically defining the commodities or services for which bids are sought. The invitation for bid shall be used when the city is capable of specifically defining the scope of work for which a service is required or when the city is capable of establishing 15 precise specifications defining the actual commodities required. The invitation for bid shall include instructions to bidders, plans, drawings and specifications, if any, bid form and other required forms and documents to be submitted with the bid."

- Section 35.18 of the City's Code of Ordinances is titled "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."

- Section 35.18(A) states, "A purchase of or contracts for commodities or services that is estimated by the Chief Procurement Officer to cost more than \$25,000 shall be based

on sealed competitive solicitations as determined by the Chief Procurement Officer, except as specifically provided herein."

- Section 35.19 of the City's Code of Ordinances is titled "SEALED COMPETITIVE BIDDING PROCEDURE."

- Section 35.19(A) states "All sealed competitive solicitations as defined in § 35.18 shall be presented to the City Commission for their consideration prior to advertisement."

- Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."

- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission approval."

- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."

SUMMARY EXPLANATION AND BACKGROUND:

1. On May 15, 2024, the City Commission authorized the advertisement of IFB # TS-24-09 "ZeroEyes Security License", which was advertised on May 21, 2024.
2. The purpose of the solicitation was to seek proposals from qualified firms, hereinafter referred to as the Contractor, to provide the requested ZeroEyes licensing and Integration for the City of Pembroke Pines Academic Village Charter School, in accordance with the terms, conditions, and specifications contained in the solicitation.
 - ZeroEyes is a security software technology company that specializes in using artificial intelligence to detect weapons using real-time video feeds. By detecting weapons in real-time, ZeroEyes can help prevent potential threats and improve overall safety in schools. ZeroEyes alerts authorities immediately upon detecting a weapon, allowing for a faster response to potential threats. ZeroEyes will be integrated with existing security systems at the Academic Village Charter School to enhance overall security measures already in place. Finally, ZeroEyes can be scaled to fit the needs of the City's five Charter School campuses.
3. On June 11, 2024, the City opened one (1) proposal, from the following vendor:

Vendor	Total Cost
ZeroEyes, Inc.	\$86,560.00

4. The Technology Services Department reviewed the proposals and deemed the sole bidder, ZeroEyes, Inc., to be a responsive/responsible vendor.

5. In addition, ZeroEyes, Inc. has also completed the Equal Benefits Certification Form and has stated that the "Contractor currently complies with the requirements of this section."
6. Request Commission to award IFB # TS-24-09 "ZeroEyes Security License" to the sole bidder, ZeroEyes, Inc., in the amount not to exceed \$86,560.00 for an initial one-year period.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** Amount not to exceed \$86,560.00 for an initial one-year period.
- b) **Amount budgeted for this item in Account No:** Funds are budgeted in the following accounts # 001-513-2002-552652-0000-000-0000-00308 (Non-capital Software & License) and 001-513-2002-534995-0000-000-0000-00308 (Other Svc - IT)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable.
- 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.