



# City of Pembroke Pines, FL

## Agenda Request Form

10100 Pines Blvd.  
Pembroke Pines, Florida  
33026  
www.ppines.com

**Agenda Number: 15.**

**File Number:** 08-0777      **File Type:** Bid      **Status:** Passed  
**Version:** 0      **Reference:**      **Controlling Body:** City Commission  
**Requester:** Public Services      **Initial Cost:** \$ 475,000.00      **Introduced:** 05/13/2008  
Director  
**File Name:** SECURITY SERVICES      **Final Action:** 05/21/2008

**Title:** MOTION TO AWARD RFP# PSPW-08-03 SECURITY SERVICES TO THE MOST RESPONSIVE/RESPONSIBLE PROPOSER BAYUS SECURITY SERVICES INC., IN THE APPROXIMATE AMOUNT OF \$475,000.00 PER YEAR FOR AN INITIAL TWO YEAR PERIOD.

**Notes:**

**Attachments:** 1. Security Services RFP PSPW-08-03  
2. Tabulation  
3. Comparison

**Agenda Date:** 05/21/2008

**Agenda Number:** 15.

**Enactment Date:**

**Enactment Number:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	City Commission	05/21/2008	approve				Pass
	<b>Verbose Action:</b> Item 15.						
	<b>Notes:</b> Prior to the vote being taken, a motion by Commissioner McCluskey to defer the item until the June 4, 2008 meeting, received no second.						
	Aye: 4 Mayor Ortis, Vice Mayor Shechter, Commissioner Castillo and Commissioner McCluskey						
	Nay: 0						
	Absent Dais: 1 Commissioner Siple						

### FINANCIAL IMPACT DETAIL:

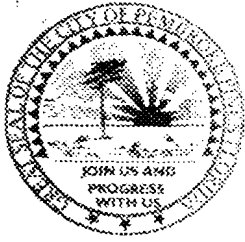
**POSSIBLE DECREASE IN COST DUE TO THE RESPONSE BEING AT A LOWER PER COST THAN THE PRESENT CONTRACT.**

- a) **Initial Cost:** \$475,000
- b) **Amount budgeted for this item in Account No:**
  - 1-554-8002-34990-603 - contractual services-other
  - 1-519-6008-34990 - contractual services-other
  - 471-536-6010-34990-510 - contractual services-other

- c) **Source of funding for difference, if not fully budgeted:** "Not Applicable."
- d) **5 year projection of the operational cost of the project** "Not Applicable"
- e) **Detail of additional staff requirements:** "Not Applicable"

**SUMMARY EXPLANATION AND BACKGROUND:**

1. RFP# PSPW-08-03 for Security Services was advertised on March 25, 2008.
2. Eight responses were received on April 24, 2008, that supplied the required bid security.
3. The purpose for this bid to provide armed and unarmed security services on an as-needed basis at various City locations.
4. Currently these services are used at the Howard Forman Health Park, Pines Place, and the Water Plants.
5. Bayus Security Services, Inc., is the most responsive/responsible proposer to provide the services at a cost not to exceed \$475,000 per year.
5. Funding is available in budgets:
  - 471-536-6010-34990-510 - contractual services-other
  - 1-519-6008-34990 - contractual services-other
  - 1-554-8002-34990-603 - contractual services-other
6. Recommend Commission award RFP #PSPW-08-03 Security Services to the most responsive/responsible proposer Bayus Security Services, Inc., in the approximate amount of \$475,000 per year for an initial two year period.



# City of Pembroke Pines



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

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

March 25, 2008

RFP #PSPW-08-03

## NOTICE TO PROPOSERS

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

"Security Services"  
RFP # PSPW-08-03

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

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

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

**Envelopes must be sealed and plainly marked:**

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

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

**CITY OF PEMBROKE PINES**

---

Judith A. Neugent  
City Clerk

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

Security Services  
PSPW-08-03

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

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

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

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

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

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

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

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

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

All rest and meal breaks shall be taken on site.

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

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

**GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS.**

**1. SUBMISSION AND RECEIPT OF BIDS**

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

**2. WARRANTIES FOR USAGE:**

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

**3. PRICES TO BE FIRM:**

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

**4. DELIVERY POINT:**

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

**5. BRAND NAMES:**

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, it is the vendors responsibility to name such a product is equal to that specified. Evidence in the form of samples may be requested if brand is other than that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified.

**6. QUALITY:**

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

**7. SIGNATURE REQUIRED:**

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

8. 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.

9. VARIATIONS TO SPECIFICATIONS:

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

10. DELIVERY:

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

11. DEFAULT PROVISION:

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

12. PRICING:

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

13. COPYRIGHT OR PATENT RIGHTS:

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

14. SAMPLES:

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

15. TAXES:

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

16. FAILURE TO QUOTE:

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

17. MANUFACTURER'S CERTIFICATION:

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

18. SIGNED BID CONSIDERED AN OFFER:

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

19. RESERVATIONS FOR REJECTION AND AWARD:

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

20. CONFLICT OF INSTRUCTIONS:

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

21. LAWS AND REGULATIONS:

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

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

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

22. DAVIS-BACON & RELATED ACTS:

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

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

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

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

23. LOCAL GOVERNMENT PROMPT PAYMENT ACT

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

24. FLORIDA MUNICIPAL CONSTRUCTION INSURANCE TRUST

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

25. TAX SAVER PROGRAM

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

26. PUBLIC ENTITY CRIMES:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

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



## INSURANCE REQUIREMENTS

The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the city nor shall the Contractor allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

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

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in the event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The Contractor shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

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

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

### REQUIRED INSURANCE

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

1. **BODILY INJURY**
  - (a) Each Occurrence \$1,000,000.00
  - (b) Annual Aggregate \$1,000,000.00
2. **PROPERTY DAMAGE**
  - (a) Each Occurrence \$1,000,000.00
  - (b) Annual Aggregate \$1,000,000.00
3. **PERSONAL INJURY**
  - (A) Annual Aggregate \$1,000,000.00
4. Completed Operations and Products  
Liability shall be maintained for  
Two (2) years after the final payment
5. Property Damage Liability Insurance shall  
Include Coverage for the following hazards:  
X-explosion, C-collapse, U-underground.

2. **WORKERS COMPENSATION** insurance shall be maintained during the life of this contract to comply with statutory limits for all employees, and in the case any work is

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

- |    |                      |                          |
|----|----------------------|--------------------------|
| 1. | Workers Compensation | Statutory                |
| 2. | Employer's Liability | \$500,000 per occurrence |

3. **COMPREHENSIVE AUTO LIABILITY**

- |     |                  |                |
|-----|------------------|----------------|
| 1.  | BODILY INJURY    |                |
| (a) | Each Occurrence  | \$1,000,000.00 |
| (b) | Annual Aggregate | \$1,000,000.00 |
| 2.  | PROPERTY DAMAGE  |                |
| (a) | Each Occurrence  | \$1,000,000.00 |
| (b) | Annual Aggregate | \$1,000,000.00 |

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

## PROPOSAL FORM

**BID:** #PSPW-08-03

**DATE:** April 24, 2008

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

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

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

---

PLEASE PRINT

NAME \_\_\_\_\_

COMPANY \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY & STATE: \_\_\_\_\_

ZIP CODE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_


SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

DATE: 4/24/08

SEALED BID FOR: PSPW 08-03 Security Services

	<u>COMPANY NAME</u>	<u>AMOUNT</u>	
		<u>Armed</u>	<u>Unarmed</u>
to 24	Security & Investigative Services, Inc. NBB	31.50	16.50
	The Wackenhut Corp. NBB	21.84	21.84
	Diamond Detective Agency, Inc. B.B.	14.95	12.44
	Kent Security Services C.C.	15.90	13.90
	CHI-ADA Corp. NBB	21.50	15.50
	Vanguard Security, Inc. C.C.	17.95	12.49
	Alrod Enterprises, Inc. C.C.	17.95	14.52
copies	Bayus Security Services, Inc. C.C.	12.30	11.40
	Security Alliance C.C.	15.75	14.85
	Navarro Group LTD, Inc. <del>B.B.</del> C.C. 	18.95	14.59
	Digos Enterprises C.C.	18.00	15.00
	Delad Security Company ct	17.97	15.92

PRESENT:

CHARLES F. DODGE, CITY MANAGER


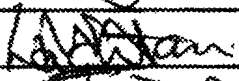

JUDITH A. NEUGENT, CITY CLERK


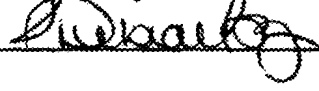

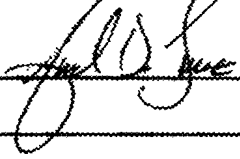
DEBRA E. ROGERS, <sup>H. Puentes</sup> DEPUTY CITY CLERK

KEN FRIEDRICHS, DIVISION DIRECTOR OF PURCHASING

TERRI BURZO, CONTRACT ADMINISTRATOR

OTHERS:

  
  
  
 Kevin M. Dougherty

Security Services PSPW-08-03					
Company	Armed	Unarmed	Bid Security Provided	Cost to Supply Golf Cart	Misc Comments
Pro 24 Security Services	\$ 31.50	\$ 16.50	No	\$1.10	
The Wackenhut Corp	\$ 21.84	\$ 21.84	No	\$300 per month	3% inc annually
Diamond Detective Agency	\$ 14.95	\$ 12.44	Bid Bond	\$6,500	
Kent Security Services	\$ 15.90	\$ 13.90	certified check	\$200 per month	
Chi-Ada Security Services	\$ 21.50	\$ 15.50	No	\$7.00	
Vanguard Security	\$ 17.95	\$ 12.49	certified check	\$275 per month	
Alrod Enterprises, Inc.	\$ 17.95	\$ 14.52	certified check	\$150 per month	
Bayus Security Services	\$ 12.80	\$ 11.40	certified check	.44 per hour	
Security Alliance, LLC	\$ 15.75	\$ 14.85	certified check	\$180 per month	
Navarro Security Group	\$ 18.95	\$ 14.59	certified check	\$375 per month	
Digos Enterprises	\$ 18.00	\$ 15.00	certified check	\$6,000	
Delad Security Inc.	\$ 17.97	\$ 15.92	No	.89 per hour	