

**AGREEMENT COVER MEMORANDUM**

<b>To:</b>	Barbara Torres, City Clerk's Office	<b>From:</b>	Tyler Harrel, Finance	<b>Date:</b>	5/8/2018
Please route the one (1) attached agreement, as described below, for execution and please email me an executed copy.					
<b>Company:</b>	<b>SRT Supply, Inc.</b>				
<b>Contract Purpose:</b>	Purchase of Body Armor – Police Department				
<b>Contract Description:</b>	Second Amendment to the Purchase of Body Armor for the City of Pembroke Pines Police Department.				
<b>Contract Group:</b>	Purchase	<b>Effective Date:</b>	3/1/2018		
<b>Agreement Type:</b>	Amendment	<b>Expiration Date:</b>	2/28/2019		
<b>Contract Type:</b>	Expense	<b>Renewal Options:</b>	3 additional 1-year terms		
<b>Location:</b>	City Clerk's Office (Routing)	<b>Notice Period:</b>	120		
<b>Contract Value:</b>	\$52,299.80	<b>Notice Date:</b>	10/31/2018		
<b>Contract Value Description:</b>	The Contract Value of \$52,299.80 is an estimated annual amount (\$741.14 per vest at an annual estimated quantity of 70 vest per year)				
<b>Department:</b>	Police	<b>Approved by Commission:</b>	Passed		
<b>Contract Manager:</b>	Javier Diaz	<b>Commission Date (if Approved or Pending):</b>	11/29/2017		
<b>Procurement Method:</b>	Renewal Agreement	<b>For Commission Review:</b>	Yes		
<b>Procurement Summary:</b>	Renewal Agreement	<b>Reason For Commission Review:</b>	Contract value exceeds \$25,000		
<b>Account Coding(s):</b>	TBD	<b>Insurance Required:</b>	Yes		
		<b>Bonds Required:</b>	N/A		
<b>Additional Notes:</b>	None.				
<b>Attachments</b>	(2) Originals, Signed/Notarized/Witnessed by Vendor <ul style="list-style-type: none"> <li>• Original Agreement – First Amendment</li> <li>• Exhibit A – IFB #PD-15-06 "Body Armor (Point Blank Enterprise)"</li> <li>• Exhibit B – Contractors Response</li> </ul>				



**SECOND AMENDMENT TO THE PURCHASE OF BODY ARMOR FOR THE POLICE  
DEPARTMENT  
BETWEEN THE CITY OF PEMBROKE PINES AND  
SRT SUPPLY, INC.**

**THIS AGREEMENT**, dated this 14<sup>th</sup> day of May 2018, *nunc pro tunc* March 1, 2018, by and between:

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

and

**SRT SUPPLY, INC.** a Company authorized to do business in the State of Florida, with a business address of 3650 NW 118<sup>th</sup> Ave, Coral Springs, FL 33065, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

**WHEREAS**, on **March 1, 2016**, the CITY and CONTRACTOR entered into the Original Agreement for the purchase of body armor for the Police Department for an initial one (1) year period, which expired on February 28, 2017; and,

**WHEREAS**, the Original Agreement authorized the renewal of the Agreement for five (5) additional one (1) year terms upon mutual consent of the parties; and,

**WHEREAS**, on **February 12, 2018**, the Parties executed the First Amendment to the Original Agreement for the first one (1) year renewal term commencing on March 1, 2017 and terminating on February 28, 2018; and,

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

**WHEREAS**, the Parties specifically seek to execute the **second one (1) year renewal** option and amend the Agreement in accordance with the terms and conditions set forth herein.

**WITNESSETH**

**NOW, THEREFORE**, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

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



**SECTION 2.** The Original Agreement is hereby renewed for the **second one (1) year renewal** period commencing on **March 1, 2018** and terminating on **February 28, 2019**.

**SECTION 3.** In the event of any conflict or ambiguity by and between the terms and provisions of this **Second Amendment, the First Amendment, and the Original Agreement**, the terms and provisions of this amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 4.** The Parties agree that in all other respects the Original Agreement, as amended by the **First Amendment and this Second Amendment**, shall remain in full force and effect, except as specifically modified herein.

**SECTION 5.** Each Exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

**THE REMAINDER OF THIS PAGE**

**HAS BEEN INTENTIONALLY LEFT BLANK**



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

ATTEST:

*Marlene D. Graham*  
MARLENE D. GRAHAM,  
CITY CLERK

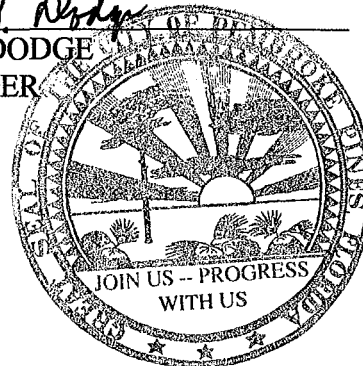
APPROVED AS TO FORM

*David B. [Signature]* 3/10/18  
OFFICE OF THE CITY ATTORNEY

CITY:

CITY OF PEMBROKE PINES

BY: *Charles F. Dodge*  
CHARLES F. DODGE  
CITY MANAGER



CONTRACTOR:

SRT SUPPLY, INC.

BY: *Richard Hadad*

Print Name: RICHARD HADAD

Title: SOUTH FLORIDA MANAGER

WITNESSES


\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

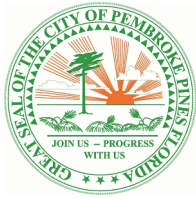
STATE OF FLORIDA )  
COUNTY OF BROWARD ) ss:

BEFORE ME, an officer duly authorized, by law to administer oaths and take acknowledgments, personally appeared RICHARD HADAD as SOUTH FL. MANAGER of SRT SUPPLY, INC., an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of SRT SUPPLY, INC., for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 2 day of MAY, 2018.

NOTARY PUBLIC  JORDAN R. MORGAN  
MY COMMISSION # FF 142744  
EXPIRES: October 1, 2018  
Bonded Thru Budget Notary Services  
*Jordan R. Morgan*  
(Name of Notary Typed, Printed or Stamped)





# City of Pembroke Pines, FL

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

## Agenda Request Form

**Agenda Number: 18.**

**File ID:** 17-0772

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 11/16/2017

**Short Title:**

**Final Action:** 11/29/2017

**Title:**

MOTION TO APPROVE THE DEPARTMENTS RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACT DATABASE REPORT:

(A) DUNBAR ARMORED CAR SERVICES, INC. - ARMORED CAR SERVICES

(B) SRT SUPPLY, INC. - PURCHASE OF BODY ARMOR FOR THE POLICE DEPARTMENT

(C) ANDERSON AQUATICS, LLC. - COMPETITIVE & INSTRUCTIONAL PROGRAMMING SERVICES

**\*Agenda Date:** 11/29/2017

**Agenda Number:** 18.

### Internal Notes:

**Attachments:** 1. Contract Database Report (FINAL), 2. Original Agreement for Armored Car Services - Dunbar Armored Car Services Inc, 3. 4th Amendment - Dunbar Armored, Inc., 4. Original Agreement to Body Armor for Police Department - SRT Supply, Inc., 5. Original Agreement - Anderson Aquatics, LLC., 6. 2nd Amendment - Anderson Aquatics, Inc., 7. Anderson Aquatics - 6 Month Renewal

1 City Commission 11/29/2017 approve

Pass

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

Aye: - 5 Mayor Ortis, Vice Mayor Castillo, Commissioner Schwartz,  
Commissioner Siple, and Commissioner Monroig

Nay: - 0

MOTION TO APPROVE THE DEPARTMENTS RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACT DATABASE REPORT:

- (A) DUNBAR ARMORED CAR SERVICES, INC. - ARMORED CAR SERVICES
- (B) SRT SUPPLY, INC. - PURCHASE OF BODY ARMOR FOR THE POLICE DEPARTMENT
- (C) ANDERSON AQUATICS, LLC. - COMPETITIVE & INSTRUCTIONAL PROGRAMMING SERVICES

**SUMMARY EXPLANATION AND BACKGROUND:**

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Legislative Consultant items shown below are on the December 2017 Contract Database Report.

**(A) Dunbar Armored Car Services, Inc. - Armored Car Services**

1. On March 3, 2010, the City Commission approved to enter into an agreement with Dunbar Armored Car Services, Inc. for an initial two (2) year period commencing on April 1, 2010 and ending on April 1, 2012.
2. The City utilizes Dunbar Armored Car Services, Inc. to provide all the departments citywide with the same armored car services for the pickup of accounts at City divisions to be delivered to a specified depository.
3. Pursuant to Section 4.2 of the Original Agreement, the term may be extended for additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof.
4. On February 28, 2011, the City and Dunbar Armored Car Services, Inc. agreed to amend the Original Agreement to add the City's Charter Schools at a lower rate. This lower rate is the same rate that Dunbar Armored Car Services, Inc. provides to the School Board of Broward County, Florida Schools.

5. To date, the agreement has had four Amendments, including three (3) two (2) year renewals which extended the term of the agreement to March 31, 2018.

6. Based on the 90 day requirement, this Agreement would need to be presented to Commission by December 31, 2017.

7. The Charter Schools, City Clerk and Community Services Department recommends that the City renew this Agreement for an additional two (2) year term, commencing on April 1, 2018 and expiring on March 31, 2020, as followed by the agreement.

**(B) SRT Supply, Inc. - The purchase of Body Armor for the Police Department**

1. On February 3, 2016, the City Commission approved to enter into an agreement with SRT Supply, Inc. for an initial one (1) year period commencing on March 1, 2016 and ending on February 28, 2017.

2. The City of Pembroke Pines Police Department utilizes SRT Supply, Inc. for the purchase of Body Armor for the Police Department used on an as needed basis.

3. Pursuant to Section 2.2 of the Original Agreement, the term may be renewed for five (5) additional one (1) year terms upon mutual written consent, evidenced by a written Amendment to this Agreement extending the term thereof.

4. The Police Department recommends that the City renew this Agreement for an additional one (1) year term commencing on March 1, 2018 and ending on February 28, 2019, as followed by the agreement.

**(C) Anderson Aquatics, LLC. - Competitive & Instructional Programming Services**

1. On September 3, 2008, the City Commission approved to enter into an agreement with Anderson Aquatics, LLC. for an initial three (3) year period commencing on October 1, 2008 and ending on September 30, 2011.

2. The City of Pembroke Pines Recreation & Cultural Arts Department utilizes Anderson Aquatics, LLC. to develop and implement a USA Swimming Program or any other nationally recognized aquatic program approved by the parks and recreation director.

3. Pursuant to Section 1.01 of the Original Agreement, the term may renew for two (2) additional three-year terms upon the same terms, conditions and limitations imposed in the Original Agreement.

4. To date, the agreement has had three Amendments, including two (2) three (3) year renewals and one (1) six-month extension which extended the term of the agreement to March 31, 2018.

5. This agreement is currently in the final renewal period, therefore the Recreation & Cultural Arts Department will start the procurement process for these services.

**FINANCIAL IMPACT DETAIL:**

Please see the attached Contract Database Report for the amount of revenues and/or expenditures for each specific agreement.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Lockton Affinity, LLC  P.O. Box 874952 Kansas City, MO 64187-4952	<b>CONTACT NAME:</b> Lockton Affinity, LLC	<b>FAX (A/C, No):</b> 913-652-7599	
	<b>PHONE (A/C, No, Ext):</b> 877-487-5407	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b>  Osprey Federal, LLC & SRT Supply, LLC & Federal Eastern International, LLC. 4320 Deerwood Lake Parkway Ste 101-46  Jacksonville, FL 32216	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Certain Underwriter's at Lloyd's, London		AA1122000
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>		L201734553	06/01/2017	06/01/2018	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b>	<input type="checkbox"/> OCCUR					EACH OCCURRENCE	\$
	<b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<input type="checkbox"/> Y/N					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A					E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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

The NAIC number shown above is the Alien Insurer Identification Number (AIIN) assigned by the National Association of Insurance Commissioners (NAIC)

## CERTIFICATE HOLDER

2452749	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
City of Pembroke Pines  601 City Center Way  Pembroke Pines, FL 33025	
<b>AUTHORIZED REPRESENTATIVE</b> 	

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**FIRST AMENDMENT OF THE AGREEMENT  
BETWEEN THE CITY OF PEMBROKE PINES AND  
SRT SUPPLY, INC.**

**THIS AGREEMENT**, dated this 28<sup>th</sup> day of February 2017, *nunc pro tunc* March 1, 2017 by and between:

**THE CITY OF PEMBROKE PINES**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026, hereinafter referred to as "CITY",

and

**SRT SUPPLY, INC.**, a company authorized to do business in the State of Florida, with a business address of 4450 60<sup>th</sup> Avenue North, St. Petersburg, FL 33714, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

**WHEREAS**, on **March 1, 2016** the CITY and **CONTRACTOR** entered into the original agreement for the purchase of body armor for the Police Department for an initial one (1) year period, which expired on **February 28, 2017** and,

**WHEREAS**, the original agreement authorized the option to renew the Agreement for **five (5) additional one (1) year terms** upon mutual consent of the parties and,

**WHEREAS**, to date the Parties have been satisfied with the performance and execution of the Agreement, and,

**WHEREAS**, the Parties specifically seek to execute a **one (1) year renewal term**.

**WITNESSETH**

**NOW, THEREFORE**, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

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

**SECTION 2.** The Original Agreement is hereby renewed for the first **one (1) year term** renewal period commencing on **March 1, 2017** and terminating on **February 28, 2018**.

**SECTION 3.** Article 14, entitled "Public Records", is hereby repealed and replaced by the revision of Section 14.1 and Section 14.2, as follows:



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

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

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

14.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the CITY; and

14.1.4 Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY to perform the service. If the contractor transfer all public records to the CITY upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor 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.

14.2 The failure of Contractor to comply with the provisions set forth in this agreement/contract shall constitute a Default and Breach of this Agreement, for which, the City terminate the Agreement.

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

**CITY CLERK**  
**10100 PINES BOULEVARD, 5<sup>th</sup> FLOOR**  
**PEMBROKE PINES, FL 33026**



**(954) 450-1050**  
**mgraham@ppines.com**

**SECTION 4.** In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this renewal shall control to the extent of any such conflict or ambiguity.

**SECTION 5.** The original contract as awarded shall remain in full force and effect except as specifically amended herein.

**SECTION 6.** Each Exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

**HAS BEEN INTENTIONALLY LEFT BLANK**





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

ATTEST:

CITY:

CITY OF PEMBROKE PINES

  
MARLENE D. GRAHAM, *2/2/18*  
CITY CLERK

BY:   
CHARLES F. DODGE  
CITY MANAGER

APPROVED AS TO FORM


  
OFFICE OF THE CITY ATTORNEY



CONTRACTOR:

SRT SUPPLY, INC.

WITNESSES

BY:   
Print Name: RICHARD HADDAD  
Title: SOUTH FLORIDA MANAGER

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name



STATE OF FLORIDA)  
COUNTY OF Broward) ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared RICHARD LADDAS as S. F. MANAGER of **SRT SUPPLY, INC.**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **SRT SUPPLY, INC.**, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 18 day of December, 2017.



JORDAN R. MORGAN  
MY COMMISSION # FF 142744  
EXPIRES: October 1, 2018  
Bonded Thru Budget Notary Services

Jordan R Morgan  
NOTARY PUBLIC  
JORDAN R MORGAN  
(Name of Notary Typed, Printed or Stamped)



**AGREEMENT FOR PURCHASE OF POLICE BODY ARMOR**

**THIS AGREEMENT FOR PURCHASE OF POLICE BODY ARMOR** ("Agreement") is dated this 29 day of FEB, 2016 by and between:

**CITY OF PEMBROKE PINES**, a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026 (hereinafter referred to as the "CITY"),

and

**SRT SUPPLY, INC.**, a Corporation, with a business address of **4450 60<sup>th</sup> Avenue North, St. Petersburg, FL 33714** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

**RECITALS:**

**WHEREAS**, the CITY advertised its invitation to bid No. **PD-15-06** entitled **Body Armor (Point Blank Enterprise)** (hereinafter "ITB") which set forth the CITY's desire to hire a firm to provide **the Police Department with Body Armor**; and

**WHEREAS**, on **December 15, 2015**, the responses to the ITB were opened at the offices of the City Clerk; and

**WHEREAS**, on **February 3, 2016**, the CITY awarded the ITB to CONTRACTOR and authorized the proper City officials to enter into this Agreement with CONTRACTOR to render provide the goods as required in the IFB; and

**WHEREAS**, CITY and CONTRACTOR wish to enter into this Agreement to provide for the delivery of **Body Armor** to the CITY by CONTRACTOR; and

**WHEREAS**, CONTRACTOR shall act as the primary provider of **Body Armor** to the CITY for the term of this Agreement;

**NOW THEREFORE**, in consideration of the mutual promises detailed herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**ARTICLE 1  
PURCHASE OF GOODS**

- 1.1 CITY agrees to purchase and CONTRACTOR agrees to provide **Body Armor** (the "Commodities") subject of this Agreement.



- 1.2 CONTRACTOR shall provide the Commodities as identified herein and the CITY's IFB and CONTRACTOR's response thereto, collectively incorporated herein as **Exhibit "A"** and made a specific part hereof, according to the estimated quantities and schedule contained in **Exhibit "A"**.
- 1.3 The Parties acknowledge that this Agreement is a term contract and that CITY shall purchase and CONTRACTOR shall provide the Commodities on an as-needed basis upon written request of the CITY. Nothing contained herein or in any exhibit or amendment hereto, shall require the CITY to purchase the quantity of Commodities identified in **Exhibit "A"**.
- 1.4 As needed, the CITY shall submit a purchase order to the CONTRACTOR for a specified amount of Commodities. CONTRACTOR shall then provide the specified amount of Commodities in accordance with the purchase order, and submit to the CITY an invoice for those Commodities.
- 1.5 CITY agrees that CONTRACTOR shall be the primary provider of the Commodities, as further described on **Exhibit "A"**, and that CITY shall submit to CONTRACTOR a purchase order for the Commodities. By acceptance of CONTRACTOR's bid, CONTRACTOR agrees that it shall provide such Commodities upon receipt of purchase order from CITY and has the ability to fulfill such orders as CITY requires.
- 1.6 CONTRACTOR acknowledges that it has the capacity, ability and/or inventory to provide the Commodities to the CITY on an as-needed basis and in accordance with the estimated schedule and quantities listed in **Exhibit "A"**.

## ARTICLE 2 TERM AND TERMINATION

- 2.1 CONTRACTOR shall provide the Commodities as identified herein and in **Exhibit "A"** attached hereto and made part hereof, for an initial **one (1)** year period commencing on **March 1, 2016** and ending on **February 28, 2017**, and according to the estimated schedule contained in **Exhibit "A"**.
- 2.2 This Agreement may be renewed for **five (5)** additional **one (1)** year terms upon mutual written consent, evidenced by a written Amendment to this Agreement extending the term thereof.
- 2.3 *Termination for Convenience:* CITY may terminate this Agreement for convenience, upon **seven (7)** business days of written notice by the terminating party to the other party for such termination.
- 2.4 In the event CONTRACTOR abandons or terminates this Agreement or causes it to be terminated by CITY for any reason, CONTRACTOR shall indemnify CITY against any loss pertaining to this termination.



For purposes of this Agreement, termination by CITY for cause includes, but is not limited to, any of the following circumstances:

- 2.4.1 CONTRACTOR's failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of more than **seven (7)** days after CITY's delivery of a written notice to CONTRACTOR's of such breach or default;
- 2.4.2 CONTRACTOR becomes insolvent;
- 2.4.3 CONTRACTOR takes the benefit of any present or future insolvency statute;
- 2.4.4 CONTRACTOR makes a general assignment for the benefit of creditors,
- 2.4.5 CONTRACTOR files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any other law or statute of the United States or any state thereof;
- 2.4.6 CONTRACTOR consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property;
- 2.4.7 A petition under any present or future insolvency laws or statute is filed against CONTRACTOR and such petition is not dismissed within **seven (7)** days after its filing; or
- 2.4.8 Any assignment of this Agreement in whole or in part, or any of CONTRACTOR's rights and obligations hereunder.

### ARTICLE 3 COMPENSATION AND METHOD OF PAYMENT

- 3.1 Unless stated otherwise on attached **Exhibit "A"**, CITY's sole compensation to CONTRACTOR for the provision of Commodities hereunder shall be **SEVEN HUNDRED FORTY-SEVEN DOLLARS AND FOURTEEN CENTS (\$747.14)** per Point Blank Enterprise Hi-Lite AX IIIA Body Armor Vest at an annual estimated quantity of seventy (70) vest per year for an estimated annual amount of **FIFTY-TWO THOUSAND TWO HUNDRED NINETY-NINE DOLLARS AND EIGHTY CENTS (\$52,299.80)**. Upon delivery, the CITY shall make final inspection of the Commodities. If this inspection shows that the Commodities have been delivered in a satisfactory manner and in accordance with the specifications of this Agreement or purchase order submitted by the CITY, the CITY shall receive the same. Final payment due the CONTRACTOR shall be withheld until inspection is made by the CITY and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Upon acceptance, CONTRACTOR shall submit to CITY an invoice for the Commodities



provided and CITY, upon approval of the invoice, shall pay the same within thirty (30) days.

- 3.2 If any of the Commodities has to be rejected for any reason, the CONTRACTOR shall be required to repair or replace the Commodities to the satisfaction of the CITY. Warranty repairs may be accomplished on CITY property if space is available, at the discretion of the CITY. Title to or risk loss or damage to all Commodities shall be the responsibility of the CONTRACTOR until acceptance of the Commodities by the CITY, unless such loss or damages have been proven to be the result of negligence by the CITY.
- 3.3 Should the Parties renew the term of this Agreement pursuant to Section 2.2 herein, in the event that CONTRACTOR shall provide adequate evidence to CITY to substantiate a price increase, the purchase price of the Commodities contained in Section 3.1 above may be adjusted no more than on an amount equal to the increase in the "Consumer Price Index" or "CPI" for the current year as of two (2) months prior to the beginning of any renewal term of this Agreement. However, in no event shall the increase be greater than three percent (3%) for each year subsequent to the initial term. The purchase price shall be subject to an annual CPI increase for each year of any renewal term. The purchase price due from the CITY shall never decrease.

The term "Consumer Price Index" is defined as the Consumer Price Index for all Urban Consumers, U.S. City Average (1982-84=100) All Items, published by the United States Department of Labor, Bureau of Labor Statistics. The increase in the CPI shall be computed by subtracting the CPI used to calculate the purchase price for the current year from the CPI reported on the U.S. Department of Labor, Bureau of Statistic's website available at <http://data.bls.gov/cgi-bin/surveymost?cu> for the month that is one hundred twenty (120) days prior to the first day of the upcoming year.

#### ARTICLE 4 WARRANTY OF COMMODITIES

- 4.1 The Commodities, and each individual good or item, including all components and all installed accessories and equipment, shall be guaranteed by the CONSULTANT to be free of defective parts and workmanship. This warranty shall be for a period of **five (5) years** or the time designated in the standard factory warranty, whichever is longer. The warranty will be the same as that offered to the commercial trade and shall be honored by any of the manufacturer's authorized dealers. The warranty will cover parts, labor and any necessary shipping for repair or replacement of the Commodities, or each individual good or item, including all components and all installed accessories and equipment. The warranty shall start at the time of acceptance by the CITY.
- 4.2 CONSULTANT warrants and guarantees that the Commodities, and each individual good or item, including all components and all installed accessories and equipment, shall be fit for the intended use of the Commodities and CONSULTANT shall provide a warranty as to fitness of the Commodities for a period of **five (5) years** of the time designated in the standard factory warranty, whichever is longer. The warranty will cover parts, labor and



any necessary shipping for repair or replacement of the Commodities, or each individual good or item, including all components and all installed accessories and equipment.

## **ARTICLE 5 INDEMNIFICATION**

- 5.1 CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from the CONTRACTOR's acts, errors, or omissions or consequence of the goods and/or Commodities furnished pursuant to this Agreement or those of any subcontractor, agents, officers, employees, or independent contractor retained by CONTRACTOR.
- 5.2 CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from 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 Agreement, including the use of the Commodities by the City.
- 5.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.
- 5.4 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- 5.5 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

## **ARTICLE 6 INSURANCE**

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



6.2 Certificates of Insurance reflecting evidence of the required insurance shall be filed with the City's Risk Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

6.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any service 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.

#### 6.4 REQUIRED INSURANCE

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

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





6.4.2 Worker's Compensation Insurance shall be maintained during the life of this contract to comply with statutory limits for all employees. The following limits must be maintained:

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

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

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

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

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

6.6 Any insurance required of 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.

## **ARTICLE 7**

### **NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT**

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



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

## **ARTICLE 8 INDEPENDENT CONTRACTOR**

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

## **ARTICLE 9 SIGNATORY AUTHORITY**

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

## **ARTICLE 10 MERGER; AMENDMENT**

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



**ARTICLE 11  
DEFAULT OF CONTRACT & REMEDIES**

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

**ARTICLE 12  
BANKRUPTCY**

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

**ARTICLE 13  
DISPUTE RESOLUTION**

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

- 13.2 Operations During Dispute.

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

13.2.2 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the subject goods and/or commodities provided by CONTRACTOR fail to meet reasonable standards of the trade or any warranty, express or implied contained herein, after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in Section 2.4.1 of this Agreement.

**ARTICLE 14  
PUBLIC RECORDS**

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



- 14.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
  - 14.1.2 Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
  - 14.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
  - 14.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
- 14.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in Article 11.

## **ARTICLE 15 MISCELLANEOUS**

- 15.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.
- 15.2 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.
- 15.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to the provision of Commodities or purchases hereunder for which CONTRACTOR. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement, or as otherwise required by Florida law. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.
- 15.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by



CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

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

- 15.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- 15.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

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

Copy To:                                  Samuel S. Goren, City Attorney  
   Goren, Cherof, Doody & Ezrol, P.A.  
   3099 East Commercial Boulevard, Suite 200  
   Fort Lauderdale, Florida 33308  
   Telephone No.            (954) 771-4900  
   Facsimile No.            (954) 771-4923

CONTRACTOR:                        **SRT SUPPLY, INC.**  
   **4450 60<sup>TH</sup> Avenue North**  
   **St. Petersburg, FL 33174**  
   **Telephone No: (954) 445-2065**  
   **Facsimile No: (727) 527-6893**



**Contact: Richard Haddad – SE Florida Manager**

**Email: [rhaddad@srtssupply.com](mailto:rhaddad@srtssupply.com)**

- 15.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 15.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 15.9 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.
- 15.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- 15.11 **Extent of Agreement and Conflicts.** This Agreement represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.
- 15.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right herein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.
- 15.13 **Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in Broward County, Florida.
- 15.14 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

**THE REMAINDER OF THIS PAGE  
HAS BEEN INTENTIONALLY LEFT BLANK.**



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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

2/29/16  
  
MARLENE D. GRAHAM, CITY CLERK

By: Charles F. Dodge  
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

SRT SUPPLY, INC.

By: Richard Haddad  
Name: RICHARD HADDAD  
Title: SOUTHEAST FLORIDA MANAGER

STATE OF FLORIDA )  
COUNTY OF BROWARD )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared RICHARD HADDAD as SE. FL. MGR of **SRT SUPPLY, INC.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **SRT SUPPLY, INC.** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 9 day of FEB, 2016.

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



JORDAN R. MORGAN  
MY COMMISSION # FF 142744  
EXPIRES: October 1, 2018  
Bonded Thru Budget Notary Services





# Body Armor (Point Blank Enterprise)

Invitation for Bids # PD-15-06

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





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#### ATTACHMENTS

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Attachment B: Vendor Information Form and a W-9

Attachment C: Non-Collusive Affidavit

Attachment D: Sworn Statement on Public Entity Crimes Form

Attachment E: Local Vendor Preference Certification

Attachment F: Veteran Owned Small Business Preference Certification

Attachment G: Equal Benefits Certification Form

Attachment H: Specimen Agreement



## **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 # PD-15-06  
Body Armor (Point Blank Enterprise)**

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

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

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

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

**Proposals will be accepted until 2:00 p.m., Tuesday, December 15, 2015.** Proposals must be **submitted electronically at [www.BidSync.com](http://www.BidSync.com)**. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk’s Office, in the City Hall Administration Building, 3<sup>rd</sup> Floor Conference Room located at 10100 Pines Boulevard, Pembroke Pines, Florida, 33026.

### **1.2 PURPOSE**

The City of Pembroke Pines is seeking proposals from qualified firms to provide the Police Department with Body Armor (Point Blank Enterprise), on an as needed basis, in accordance with the terms, conditions, and specifications contained in this solicitation.

### **1.3 SPECIFICATIONS**

The City will not accept substitutions to the specifications listed below.



Brand	Item
Point Blank Enterprise	Hi-Lite AX IIIA
Point Blank Enterprise	5" x 8" Speed Plates
Point Blank Enterprise	8" x 10" Speed Plates

1. The Police Department anticipates purchasing 70 vests in the 2015-16 fiscal year which ends on September 30, 2016.
2. This purchase will include an agreement for the purchase for an initial one year term that may be renewed for additional one year terms upon mutual written consent of both parties.
3. Vest shall include (2) Two Poly-Cotton Carriers per vest
4. Vendor must carry ALL necessary sizes for both male and female.
5. Vendor must provide the Officer's choice of navy, black, or white Body Armor.
6. Additional Charges for oversized vests must be stipulated, Custom vest measuring must be completed by an authorized trained representative at the following locations:
  - (a) Pembroke Pines Police Headquarters  
9500 Pines Boulevard  
Pembroke Pines, FL 33024
  - (b) West District Police Station  
18400 Johnson Street  
Pembroke Pines, FL 33029
  - (c) Police Gun Range  
1201 SW 208th Avenue  
Pembroke Pines, FL 33029
7. The vendor is required to provide on-site measuring at the Pembroke Pines Police Stations to properly size officers. Vendor must be able to accommodate the department and schedule fittings throughout the day, as the department is on a 24-hour schedule and utilizes shift work. Measuring maybe scheduled in groups and/or on an individual basis.
8. All fittings and alterations shall be included in the bid price. Any alterations requested by an officer shall be free for a period of 60 days from the date of issue.



9. Price is to include shipping to the Pembroke Pines Police Department located at 9500 Pines Pembroke Pines, FL 33024.
10. The manufacturer shall certify that the ballistic panels are warranted at least five (5) years from the date of delivery, and the 2 (two) carriers shall be warranted for at least twenty four (24) months.
11. Delivery must be within four (4) weeks from receipt of order. Each vest must be invoiced separately and include Officer's name and date of measurement.
12. Adjustments and Alterations: Any vest that does not fit properly shall be returned to the manufacturer for alteration. All such fit adjustments shall be performed in twenty one (21) days or less.
13. Quoted armor must have current NIJ 06 (National Institute of Justice) standards/requirements.

#### **1.4 PROPOSAL REQUIREMENTS**

All proposals shall address and be presented as outlined below:

##### **1.4.1 CONTACT INFORMATION FORM**

Attached is contact information form (Attachment A) where the vendor will enter their contact information and complete the proposal checklist. The Contact information form shall be electronically signed by the contact person authorized to represent the contractor. This form must be completed and submitted through [www.bidsync.com](http://www.bidsync.com) as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

- Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.
- The contact information form should contain an electronic signature of the authorized representative of the Proposer along with the address and telephone number for communications regarding the Proposal.
- Proposals by corporations should be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must also be shown.
- Proposals by partnerships should be executed in the partnership name and signed by a partner whose title and the official address of the partnership must be shown.



#### **1.4.2 STANDARD QUALIFYING DATA, FORMS, AND CERTIFICATIONS**

The following documents will need to be completed, scanned and submitted through [www.bidsync.com](http://www.bidsync.com) as part of the bidder's submittal:

1. City of Pembroke Pines Vendor Information Form and a W-9. (Attachment B)
  - i. In addition to the Vendor Information Form, please ensure that you provide the completed W-9 (Rev. December 2014), as previously dated versions of this form will delay the processing of any payments to the awarded vendor.
2. Non-Collusive Affidavit (Attachment C)
3. Sworn Statement on Public Entity Crimes Form (Attachment D)
4. Local Vendor Preference Certification, if applicable. (Attachment E)
5. Veteran Owned Small Business Preference Certification (Attachment F)
6. Equal Benefits Certification Form (Attachment G)

#### **1.4.3 PROOF OF NIJ 06 NATIONAL INSTITUTE OF JUSTICE STANDARDS/REQUIREMENTS**

#### **1.5 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 IFB. 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.

#### **1.6 TENTATIVE SCHEDULE OF EVENTS**

<b>Event</b>	<b>Time &amp;/or Date</b>
Issuance of Solicitation (Posting Date)	<b>November 17, 2015</b>
Question Due Date	<b>November 30, 2015</b>
Anticipated Date of Issuance for the Addenda with Questions and Answers	<b>December 03, 2015</b>
Proposals will be accepted until	<b>2:00 p.m. on December 15, 2015</b>
Proposals will be opened at	<b>2:30 p.m. on December 15, 2015</b>
Evaluation of Proposals by Staff	<b>TBD</b>
Recommendation of Contractor to City Commission award	<b>TBD</b>

#### **1.7 SUBMISSION REQUIREMENTS**

Bids/proposals **must be submitted electronically** at [www.bidsync.com](http://www.bidsync.com) on or before **2:00 p.m. on December 15, 2015.**



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

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

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

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

## **1.8 FREQUENTLY ASKED QUESTIONS (FAQs)**

### **1.8.1 GENERAL QUESTIONS**

Question # 1	Do you have to be located in Florida to participate in this bid?
Answer	No, however the vendor is required to provide on-site measuring at the Pembroke Pines Police Stations to properly size officers. Vendor must be able to accommodate the department and schedule fittings throughout the day, as the department is on a 24-hour schedule and utilizes shift work. Measuring maybe scheduled in groups and/or on an individual basis.



## **SECTION 2 - INSURANCE REQUIREMENTS**

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

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

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

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

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least fifteen (15) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

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





## 2.1 REQUIRED INSURANCE

- A. COMMERCIAL GENERAL LIABILITY INSURANCE** including, but not limited to: coverage for premises & operations, personal & advertising injury, products & completed operations, Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract), and independent contractors. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000 (**mostly for construction or equipment sold to the CITY**)

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract. (Increase to 10 years for construction projects) (For construction projects also include: Designated Construction Project(s) General Aggregate Limit)

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

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

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

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.

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

## 2.2 REQUIRED ENDORSEMENTS



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

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

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



## **SECTION 3 - GENERAL TERMS & CONDITIONS**

### **3.1 EXAMINATION OF CONTRACT DOCUMENTS**

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

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

### **3.2 CONFLICT OF INSTRUCTIONS**

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

### **3.3 ADDENDA or ADDENDUM**

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

### **3.4 INTERPRETATIONS AND QUESTIONS**

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

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

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

### **3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES**

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



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

### **3.6 WARRANTIES FOR USAGE**

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

### **3.7 BRAND NAMES**

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

### **3.8 QUALITY**

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

highest grade workmanship, unless otherwise noted.

### **3.9 SAMPLES**

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

### **3.10 DEVELOPMENT COSTS**

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

### **3.11 PRICING**

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

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

### **3.12 DELIVERY POINT**

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

### **3.13 TAX EXEMPT STATUS**

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

### **3.14 CONTRACT TIME**

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



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

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

### **3.15 COPYRIGHT OR PATENT RIGHTS**

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

### **3.16 PUBLIC ENTITY CRIMES**

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

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

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

### **3.17 CONFLICT OF INTEREST**

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

### **3.18 FACILITIES**

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

### **3.29 ENVIRONMENTAL REGULATIONS**

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





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

### **3.20 SIGNATURE REQUIRED**

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

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

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

### **3.21 MANUFACTURER'S CERTIFICATION**

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

### **3.22 MODIFICATION OR WITHDRAWAL OF PROPOSAL**

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

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

### **3.23 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS**

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 p.m. at the office of the City Clerk, 10100 Pines Boulevard, Pembroke Pines, FL.

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

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

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

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

- (a) Open the sealed bids at a public meeting.
- (b) Announce at that meeting the name of each bidder and the price submitted in the bid.



- (c) Make available upon request the name of each bidder and the price submitted in the bid.

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

### **3.24 RESERVATIONS FOR REJECTION AND AWARD**

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

### **3.25 BID PROTEST**

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

### **3.26 INDEMNIFICATION**

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

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

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

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

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

### **3.27 DEFAULT PROVISION**

In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any



other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

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

A. Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.

B. Failure to begin the Work under this Bid within the time specified.

C. Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.

D. Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as non-conforming with the terms of the contract.

E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Bidder incapable of performing the Work in accordance with and as required by the contract.

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

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

Additional provisions may be included in the specimen contract.

### **3.28 ACCEPTANCE OF MATERIAL**

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

### **3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT**

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



**CONTACT INFORMATION FORM**

IN ACCORDANCE WITH "IFB # PD-15-06" dated November 17, 2015 titled "Body Armor (Point Blank Enterprise)" attached hereto as a part hereof, the undersigned submits the following:

**A) Contact Information**

NAME:  TITLE:

COMPANY:

STREET ADDRESS:

CITY, STATE & ZIP CODE:

TELEPHONE:  FAX:

E-MAIL:

SIGNATURE:

**B) Proposal Checklist**

- Are completed Attachments A, B, C, D, E, F & G included in this package? Yes ☐
- Is proof of NIJ 06 National Institute of Justice Standards/Requirements included? Yes ☐
- Do all prices include shipping and or freight costs? Yes ☐

**C) Sample Proposal Form**

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

Item #	Item Description	Total Cost Per Unit
1)	Hi-Lite AX IIIA	Price to be Submitted Via BidSync
	Option: Additional Charge per Over-Size Vest	Price to be Submitted Via BidSync
2)	5" x 8" Speed Plates	Price to be Submitted Via BidSync
3)	8" x 10" Speed Plates	Price to be Submitted Via BidSync

**The Police Department anticipates purchasing 70 prior to September 30, 2016.**

(OFFICE USE ONLY) Vendor number: Please entirely complete this vendor information form along with the IRS Form W-9, and email to [accounts payable@ppines.com](mailto:accounts payable@ppines.com)**Vendor Information Form**

<b>Operating Name (Payee)</b>	<input type="text"/>		
<b>Legal Name (as filed with IRS)</b>	<input type="text"/>		
<b>Remit-to Address (For Payments)</b>	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
<b>Remit-to Contact Name:</b>	<input type="text"/>	<b>Title:</b>	<input type="text"/>
<b>Email Address:</b>	<input type="text"/>		
<b>Phone #:</b>	<input type="text"/>	<b>Fax #</b>	<input type="text"/>
<b>Order-from Address (For purchase orders)</b>	<input type="text"/>		
	<input type="text"/>		
<b>Order-from Contact Name:</b>	<input type="text"/>	<b>Title:</b>	<input type="text"/>
<b>Email Address:</b>	<input type="text"/>		
<b>Phone #:</b>	<input type="text"/>	<b>Fax #</b>	<input type="text"/>
<b>Return-to Address (For product returns)</b>	<input type="text"/>		
	<input type="text"/>		
<b>Return-to Contact Name</b>	<input type="text"/>	<b>Title:</b>	<input type="text"/>
<b>Email Address:</b>	<input type="text"/>		
<b>Phone #:</b>	<input type="text"/>	<b>Fax #</b>	<input type="text"/>
<b>Payment Terms:</b>	<input type="text"/>		

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

- ☐ Corporation  
☐ Sole Proprietorship/Individual  
☐ Partnership  
☐ Health Care Service Provider  
☐ LLC-C (C corporation)-S (S corporation)-P (partnership)  
☐ Other (Specify):

Federal ID Number: Social Security No.: Name of Applicant / Signature Title of Applicant  Date **W-9**

(Rev. December 2014)

**Request for Taxpayer  
Identification Number and Certification**

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

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership.



partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years.

However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
  2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details),
  3. The IRS tells the requester that you furnished an incorrect TIN,
  4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
  5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).
- Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

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

## Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940



10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 8 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$800 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its Instructions.

<sup>2</sup>However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section

1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [irs.gov](http://irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if Items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in Items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The actual owner <sup>1</sup> The owner <sup>3</sup>

6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor <sup>1</sup>
<b>For this type of account:</b>	<b>Give name and EIN of:</b>
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 9832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

<sup>1</sup>List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup>Circle the minor's name and furnish the minor's SSN.

<sup>3</sup>You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup>List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-828-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4454. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.





**NON-COLLUSIVE AFFIDAVIT**

**BIDDER is the** ,  
(Owner, Partner, Officer, Representative or Agent)

**BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;**

**Such Bid is genuine and is not a collusive or sham Bid;**

**Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;**

**The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.**

**Printed Name/Signature**

**Title**

**Name of Company**



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

1. This sworn statement is submitted  (name of entity submitting sworn statement) whose business address is  and (if applicable) its Federal Employer Identification Number (FEIN) is . (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: .)
2. My name is  and my  
(Please print name of individual signing)  
relationship to the entity named above is .
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime: or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
7. Based on information and belief, the statement which I have marked below is true in relation to the entity



submitting this sworn statement. (Please indicate which statement applies.)

☐ 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.

☐ 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.)

☐ 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.)

☐ 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.)

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

Bidder's Name/Signature

Company

Date



## **LOCAL VENDOR PREFERENCE CERTIFICATION**

### **SECTION 1 GENERAL TERM**

#### **LOCAL PREFERENCE**

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the Local Pembroke Pines Vendor(s); A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the Local Broward County Vendor(s).

#### **COMPARISON OF QUALIFICATIONS**

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

### **SECTION 2 AFFIRMATION**

#### **LOCAL PREFERENCE CERTIFICATION:**

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor.  
In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor.  
In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.

☐ Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

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

COMPANY NAME:

PRINTED NAME / AUTHORIZED SIGNATURE:



## **VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION**

### **SECTION 1 GENERAL TERM**

#### **VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE**

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the Veteran Owned Small Business (VOSB). This shall mean that if a VOSB submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the VOSB shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the VOSB submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the VOSB. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "Local Pembroke Pines Vendor" (LPPV) or a "Local Broward County Vendor" (LBCV) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a LPPV, a LBCV, and a VOSB participating in the same bid solicitation and all three vendors qualify to submit a second bid, the LPPV will be given first option. If the LPPV cannot beat the lowest bid received by at least 1%, an opportunity will be given to the LBCV. If the LBCV cannot beat the lowest bid by at least 1%, an opportunity will be given to the VOSB. If the VOSB cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple VOSBs submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no LPPV or LBCV as described in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then all VOSBs will be asked to submit a Best and Final Offer (BAFO). The award will be made to the VOSB submitting the lowest BAFO providing that that BAFO is at least 1% lower than the lowest bid/quote received in the original solicitation. If no VOSB can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

#### **COMPARISON OF QUALIFICATIONS**

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

### **SECTION 2 AFFIRMATION**

#### **VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:**

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business.  
In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.

☐ Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

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

COMPANY NAME:

PRINTED NAME / AUTHORIZED SIGNATURE:





## **EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES**

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

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

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

**"During the performance of a contract with the City of Pembroke Pines, Florida, the Contractor will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City's Code of Ordinances, and its employees with Domestic Partners and all Married Couples".**

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

### **SECTION 1 DEFINITIONS**

- 1. Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
- 2. Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
- 3. Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
- 4. Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no

such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.
6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.
7. **Traditional marriage** means a marriage between one man and one woman.

## **SECTION 2 CERTIFICATION OF CONTRACTOR**

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

- ☐ **A.** Contractor currently complies with the requirements of this section; or
- ☐ **B.** Contractor will comply with the conditions of this section at the time of contract award; or
- ☐ **C.** Contractor will not comply with the conditions of this section at the time of contract award; or
- ☐ **D.** Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):
  - ☐ 1. The Contractor does not provide benefits to employees' spouses in traditional marriages;
  - ☐ 2. The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;
  - ☐ 3. The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;
  - ☐ 4. The Contractor is a governmental agency;

**The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.**

**COMPANY NAME:**

**AUTHORIZED OFFICER NAME / SIGNATURE:**





**AGREEMENT FOR PURCHASE OF POLICE BODY ARMOR**

**THIS AGREEMENT FOR PURCHASE OF POLICE BODY ARMOR** ("Agreement") is dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between:

**CITY OF PEMBROKE PINES**, a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026 (hereinafter referred to as the "CITY"),

and

\_\_\_\_\_, a \_\_\_\_\_, with a business address of \_\_\_\_\_ (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

**RECITALS:**

**WHEREAS**, the CITY advertised its invitation to bid No. **PD-15-06** entitled **Body Armor (Point Blank Enterprise)** (hereinafter "ITB") which set forth the CITY's desire to hire a firm to provide the Police Department with **Body Armor**; and

**WHEREAS**, on \_\_\_\_\_, the responses to the ITB were opened at the offices of the City Clerk; and

**WHEREAS**, on \_\_\_\_\_ the CITY awarded the ITB to CONTRACTOR and authorized the proper City officials to enter into this Agreement with CONTRACTOR to render provide the goods as required in the IFB; and

**WHEREAS**, CITY and CONTRACTOR wish to enter into this Agreement to provide for the delivery of **Body Armor** to the CITY by CONTRACTOR; and

**WHEREAS**, CONTRACTOR shall act as the primary provider of **Body Armor** to the CITY for the term of this Agreement;

**NOW THEREFORE**, in consideration of the mutual promises detailed herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**ARTICLE 1**  
**PURCHASE OF GOODS**

1.1 CITY agrees to purchase and CONTRACTOR agrees to provide **Body Armor** (the "Commodities") subject of this Agreement.



- 1.2 CONTRACTOR shall provide the Commodities as identified herein and the CITY's IFB and CONTRACTOR's response thereto, collectively incorporated herein as **Exhibit "A"** and made a specific part hereof, according to the estimated quantities and schedule contained in **Exhibit "A"**.
- 1.3 The Parties acknowledge that this Agreement is a term contract and that CITY shall purchase and CONTRACTOR shall provide the Commodities on an as-needed basis upon written request of the CITY. Nothing contained herein or in any exhibit or amendment hereto, shall require the CITY to purchase the quantity of Commodities identified in **Exhibit "A"**.
- 1.4 As needed, the CITY shall submit a purchase order to the CONTRACTOR for a specified amount of Commodities. CONTRACTOR shall then provide the specified amount of Commodities in accordance with the purchase order, and submit to the CITY an invoice for those Commodities.
- 1.5 CITY agrees that CONTRACTOR shall be the primary provider of the Commodities, as further described on **Exhibit "A"**, and that CITY shall submit to CONTRACTOR a purchase order for the Commodities. By acceptance of CONTRACTOR's bid, CONTRACTOR agrees that it shall provide such Commodities upon receipt of purchase order from CITY and has the ability to fulfill such orders as CITY requires.
- 1.6 CONTRACTOR acknowledges that it has the capacity, ability and/or inventory to provide the Commodities to the CITY on an as-needed basis and in accordance with the estimated schedule and quantities listed in **Exhibit "A"**.

## ARTICLE 2 TERM AND TERMINATION

- 2.1 CONTRACTOR shall provide the Commodities as identified herein and in **Exhibit "A"** attached hereto and made part hereof, for an initial **one (1)** year period commencing on \_\_\_\_\_ and ending on \_\_\_\_\_, and according to the estimated schedule contained in **Exhibit "A"**.
- 2.2 This Agreement may be renewed for **five (5)** additional **one (1)** year terms upon mutual written consent, evidenced by a written Amendment to this Agreement extending the term thereof.
- 2.3 *Termination for Convenience:* CITY may terminate this Agreement for convenience, upon **seven (7)** business days of written notice by the terminating party to the other party for such termination.
- 2.4 In the event CONTRACTOR abandons or terminates this Agreement or causes it to be terminated by CITY for any reason, CONTRACTOR shall indemnify CITY against any loss pertaining to this termination.



For purposes of this Agreement, termination by CITY for cause includes, but is not limited to, any of the following circumstances:

- 2.4.1 CONTRACTOR's failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of more than **seven (7)** days after CITY's delivery of a written notice to CONTRACTOR's of such breach or default;
- 2.4.2 CONTRACTOR becomes insolvent;
- 2.4.3 CONTRACTOR takes the benefit of any present or future insolvency statute;
- 2.4.4 CONTRACTOR makes a general assignment for the benefit of creditors,
- 2.4.5 CONTRACTOR files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any other law or statute of the United States or any state thereof;
- 2.4.6 CONTRACTOR consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property;
- 2.4.7 A petition under any present or future insolvency laws or statute is filed against CONTRACTOR and such petition is not dismissed within **seven (7)** days after its filing; or
- 2.4.8 Any assignment of this Agreement in whole or in part, or any of CONTRACTOR's rights and obligations hereunder.

### **ARTICLE 3 COMPENSATION AND METHOD OF PAYMENT**

- 3.1 Unless stated otherwise on attached **Exhibit "A"**, CITY's sole compensation to CONTRACTOR for the provision of Commodities hereunder shall be \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per \_\_\_\_\_. Upon delivery, the CITY shall make final inspection of the Commodities. If this inspection shows that the Commodities have been delivered in a satisfactory manner and in accordance with the specifications of this Agreement or purchase order submitted by the CITY, the CITY shall receive the same. Final payment due the CONTRACTOR shall be withheld until inspection is made by the CITY and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Upon acceptance, CONTRACTOR shall submit to CITY an invoice for the Commodities provided and CITY, upon approval of the invoice, shall pay the same within \_\_\_\_\_ (\_\_\_\_) days.
- 3.2 If any of the Commodities has to be rejected for any reason, the CONTRACTOR shall be required to repair or replace the Commodities to the satisfaction of the CITY. Warranty





repairs may be accomplished on CITY property if space is available, at the discretion of the CITY. Title to or risk loss or damage to all Commodities shall be the responsibility of the CONTRACTOR until acceptance of the Commodities by the CITY, unless such loss or damages have been proven to be the result of negligence by the CITY.

- 3.3 Should the Parties renew the term of this Agreement pursuant to Section 2.2 herein, in the event that CONTRACTOR shall provide adequate evidence to CITY to substantiate a price increase, the purchase price of the Commodities contained in Section 3.1 above may be adjusted no more than on an amount equal to the increase in the "Consumer Price Index" or "CPI" for the current year as of two (2) months prior to the beginning of any renewal term of this Agreement. However, in no event shall the increase be greater than \_\_\_\_\_ percent (\_\_\_\_ %) for each year subsequent to the initial term. The purchase price shall be subject to an annual CPI increase for each year of any renewal term. The purchase price due from the CITY shall never decrease.

The term "Consumer Price Index" is defined as the Consumer Price Index for all Urban Consumers, U.S. City Average (1982-84=100) All Items, published by the United States Department of Labor, Bureau of Labor Statistics. The increase in the CPI shall be computed by subtracting the CPI used to calculate the purchase price for the current year from the CPI reported on the U.S. Department of Labor, Bureau of Statistic's website available at <http://data.bls.gov/cgi-bin/surveymost?cu> for the month that is one hundred twenty (120) days prior to the first day of the upcoming year.

#### **ARTICLE 4 WARRANTY OF COMMODITIES**

- 4.1 The Commodities, and each individual good or item, including all components and all installed accessories and equipment, shall be guaranteed by the CONSULTANT to be free of defective parts and workmanship. This warranty shall be for a period of **five (5) years** or the time designated in the standard factory warranty, whichever is longer. The warranty will be the same as that offered to the commercial trade and shall be honored by any of the manufacturer's authorized dealers. The warranty will cover parts, labor and any necessary shipping for repair or replacement of the Commodities, or each individual good or item, including all components and all installed accessories and equipment. The warranty shall start at the time of acceptance by the CITY.
- 4.2 CONSULTANT warrants and guarantees that the Commodities, and each individual good or item, including all components and all installed accessories and equipment, shall be fit for the intended use of the Commodities and CONSULTANT shall provide a warranty as to fitness of the Commodities for a period of **five (5) years** of the time designated in the standard factory warranty, whichever is longer. The warranty will cover parts, labor and any necessary shipping for repair or replacement of the Commodities, or each individual good or item, including all components and all installed accessories and equipment.

#### **ARTICLE 5 INDEMNIFICATION**



- 5.1 CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from the CONTRACTOR's acts, errors, or omissions or consequence of the goods and/or Commodities furnished pursuant to this Agreement or those of any subcontractor, agents, officers, employees, or independent contractor retained by CONTRACTOR.
- 5.2 CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from 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 Agreement, including the use of the Commodities by the City.
- 5.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.
- 5.4 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- 5.5 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

## **ARTICLE 6 INSURANCE**

- 6.1 CONTRACTOR shall not commence performance hereunder until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.
- 6.2 Certificates of Insurance reflecting evidence of the required insurance shall be filed with the City's Risk Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued





by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VT" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

- 6.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any service 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.

6.4 REQUIRED INSURANCE

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

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

6.4.2 Worker's Compensation Insurance shall be maintained during the life of this contract to comply with statutory limits for all employees. The following limits must be maintained:

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



\$100,000 Disease-each employee

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

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

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

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

6.6 Any insurance required of 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.

## ARTICLE 7

### NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

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



subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

## **ARTICLE 8 INDEPENDENT CONTRACTOR**

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

## **ARTICLE 9 SIGNATORY AUTHORITY**

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

## **ARTICLE 10 MERGER; AMENDMENT**

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

## **ARTICLE 11 DEFAULT OF CONTRACT & REMEDIES**

- 11.1 CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this





Agreement, or for losses sustained by CITY resultant from CONTRACTOR failure to perform in accordance with the requirements of this Agreement.

## **ARTICLE 12 BANKRUPTCY**

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

## **ARTICLE 13 DISPUTE RESOLUTION**

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

13.2 Operations During Dispute.

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

13.2.2 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the subject goods and/or commodities provided by CONTRACTOR fail to meet reasonable standards of the trade or any warranty, express or implied contained herein, after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in Section 2.4.1 of this Agreement.

## **ARTICLE 14 PUBLIC RECORDS**

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

14.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

14.1.2 Provide the public with access to such public records on the same terms and



conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

14.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

14.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

14.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in **Article 11**.

## **ARTICLE 15 MISCELLANEOUS**

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

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

15.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to the provision of Commodities or purchases hereunder for which CONTRACTOR. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of \_\_\_\_ ( ) years after the completion of all work to be performed pursuant to this Agreement, or as otherwise required by Florida law. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

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



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

- 15.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- 15.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

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

Copy To:                                  Samuel S. Goren, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone No.                      (954) 771-4900  
Facsimile No.                      (954) 771-4923

CONTRACTOR:                      [VENDOR NAME].  
[VENDOR ADDRESS]  
[VENDOR CITY, STATE, & ZIP CODE]  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_

- 15.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf





of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

- 15.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 15.9 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.
- 15.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- 15.11 **Extent of Agreement and Conflicts.** This Agreement represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.
- 15.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right herein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.
- 15.13 **Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in Broward County, Florida.
- 15.14 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

**THE REMAINDER OF THIS PAGE  
HAS BEEN INTENTIONALLY LEFT BLANK.**



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

**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

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

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

APPROVED AS TO FORM:

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

**CONTRACTOR:**

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

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

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

[Vendor view of bid](#)
[Chat](#) | [Bid Comments](#) | [Documents](#) | [Attachments](#) | [Items](#)

 Bid #PD-15-06 - Body Armor (Point Blank Enterprise)  
**Time Left** Bid has ended.

**Bid Started** Nov 17, 2015 3:42:10 PM EST

**Bid Ended** This bid closed on Dec 15, 2015 2:00:00 PM EST

**Agency Information** City of Pembroke Pines, FL ([view agency's bids](#))

**Notifications**
**# of suppliers that viewed** 47  ([View](#))

**Q & A**
[Report \(Bidder Activity\)](#)
[Questions & Answers](#)

Questions: 1

Q&amp;A Deadline: Nov 30, 2015 8:30:00 PM EST

**Bid Classifications** [Classification Codes](#)
**Bid Regions** [Regions](#)
**Bid Contact** [see contact information](#)
**Copy Bid** Click here to [copy](#) the bid and relist it as a new bid

**View Rules** Click here to [change](#) the rules for this bid.

**Bid Packet**  [Packet for Bid PD-15-06](#) ([download](#))

**Best and Final Offer:** [Create](#)

## Approval

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

## Bid Comments

**Contract Duration** One Time Purchase

**Contract Renewal** Not Applicable

**Prices Good for** 90 days

**Budgeted Amount** \$0.00 ([change](#))

**Standard Disclaimer** Bids/proposals must be submitted electronically

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

The vendor must provide the necessary information on the BidSync website and upload all of the requested documents listed in the PROPOSAL REQUIREMENTS section of this solicitation. [Unique Product Feedback](#), the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the [bid package](#).

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

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

However, please note that any required Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "BID SECURITY" (with the Solicitation Number and Title) and sent to the City of Pembroke Pines, City Clerk's Office, 5th Floor, 10100 Pines Boulevard, Pembroke Pines, FL 33026

**Bid Comments** The City of Pembroke Pines is seeking proposals from qualified firms to provide the Police Department with Body Armor (Point Blank Enterprise), on an as needed basis, in accordance with the terms, conditions, and specifications contained in this solicitation.

## Documents



[Select All](#) | [Select None](#) | [Download Selected](#)
☐ 1.  [PD-15-06 Body Armor Point Blank Enterprise.pdf](#) ([download](#))

☐ 3.  [Attachment B - Vendor Information Form and a W-9](#) ([download](#))

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

☐ 4.  [Attachment C - Non-Collusive Affidavit](#) ([download](#))

- ☐ 5.  [Attachment D - Sworn Statement on Public Entity Crimes](#) [\[download\]](#)
- ☐ 7.  [Attachment F - Veteran Owned Small Business \(VOSB\) Preference Certification](#) [\[download\]](#)
- ☐ 9.  [Attachment H - Specimen Agreement.pdf](#) [\[download\]](#)

- ☐ 6.  [Attachment E - Local Vendor Preference Certification](#) [\[download\]](#)
- ☐ 8.  [Attachment G - Equal Benefits Certification Form](#) [\[download\]](#)

 = Included in Bid Packet     = Excluded from Bid Packet

#### Items

##### Body Armor (Point Blank Enterprise)

[\[Description\]](#)

Item	Title	Offers	
PD-15-06--01-01	<a href="#">Hi-Lite AX IIIA</a>	Y	<a href="#">Info</a>
PD-15-06--01-02	<a href="#">Hi-Lite AX IIIA / Option: Additional Charge per Over-Size Vest</a>	Y	<a href="#">Info</a>
PD-15-06--01-03	<a href="#">5" x 8" Speed Plates</a> 	Y	<a href="#">Info</a>
PD-15-06--01-04	<a href="#">8" x 10" Speed Plates</a>	Y	<a href="#">Info</a>

#### Contractor Advertisements

[View All Ads](#)

There are no advertisements on this solicitation.

Questions? Contact a BidSync representative: 800-990-9339 or email: [support@bidsync.com](mailto:support@bidsync.com)

[Home](#) | [Bid Search](#) | [Bids](#) | [Orders](#) | [Tools](#) | [Support](#) | [Privacy](#) | [Logout](#)



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## Question and Answers for Bid #PD-15-06 - Body Armor (Point Blank Enterprise)

[Create New Question](#)

Question Deadline: Nov 30, 2015 8:30:00 PM EST

### Overall Bid Questions

There are no questions associated with this bid.

### PD-15-06--01-03 - 5" X 8" Speed Plates

#### Question 1

Can you bid on just the Speed Plates? Will you accept another brand as we carry our own brand of speed plates which are the same ones point blank offers? (Submitted: Nov 20, 2015 9:19:56 AM EST)

#### Answer

- Bidders may bid on all, some or none of the requested products. If a product other than that specified is bid, Bidders shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the vendor's responsibility to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening. 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. (Answered: Dec 3, 2015 5:57:59 PM EST)

[edit](#) 

Add to Answer:

[Submit](#)[Product Feedback](#)

Questions? Contact a BidSync representative: 800-990-9339 or email: [support@bidsync.com](mailto:support@bidsync.com)

[Home](#)[Bid Search](#)[Bids](#)[Orders](#)[Tools](#)[Support](#)[Privacy](#)[Logout](#)

**Supplier: srt supply**



City of Pembroke Pines

**Attachment A**

**CONTACT INFORMATION FORM**

IN ACCORDANCE WITH “IFB # PD-15-06” dated November 17, 2015 titled “Body Armor (Point Blank Enterprise)” attached hereto as a part hereof, the undersigned submits the following:

**A) Contact Information**

NAME: **RICHARD HADDAD** TITLE: **SE FLORIDA MANAGER**

COMPANY: **SRT SUPPLY, INC**

STREET ADDRESS: **4450 60TH AVE NORTH**

CITY, STATE & ZIP CODE: **ST. PETERSBURG, FL 33714**

TELEPHONE: **954.445.2065** FAX: **727.527.6893**

E-MAIL: **RHADDAD@SRTSUPPLY.COM**

SIGNATURE: **RICHARD HADDAD**

**B) Proposal Checklist**

Are completed Attachments A, B, C, D, E, F & G included in this package? Yes ☒

Is proof of NIJ 06 National Institute of Justice Standards/Requirements included? Yes ☒

Do all prices include shipping and or freight costs? Yes ☒

**C) Sample Proposal Form**

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

Item #	Item Description	Total Cost Per Unit
1)	Hi-Lite AX IIIA	Price to be Submitted Via BidSync
	Option: Additional Charge per Over-Size Vest	Price to be Submitted Via BidSync
2)	5" x 8" Speed Plates	Price to be Submitted Via BidSync
3)	8" x 10" Speed Plates	Price to be Submitted Via BidSync

**The Police Department anticipates purchasing 70 prior to September 30, 2016.**

Supplier: **srt supply**

Attachment B



(OFFICE USE ONLY) Vendor number:

Please entirely complete this vendor information form along with the IRS Form W-9, and email to [accountspayable@ppines.com](mailto:accountspayable@ppines.com)

## Vendor Information Form

Operating Name (Payee)	SRT SUPPLY INC		
Legal Name (as filed with IRS)	SRT SUPPLY INC		
Remit-to Address (For Payments)	4450 60TH AVE NORTH ST PETERSBURG,FLORIDA 33714		
Remit-to Contact Name:	PAT WOOD	Title:	PRESIDENT
Email Address:	WOODP@SRTSUPPLY.COM		
Phone #:	727.526.5451;206	Fax #	727.527.6893
Order-from Address (For purchase orders)	4450 60TH AVE NORTH ST. PETERSBURG,FL 33714		
Order-from Contact Name:	RICHARD HADDAD	Title:	SE FLORIDA MANGER
Email Address:	RHADDAD@SRTSUPPLY.COM		
Phone #:	954.445.2065	Fax #	727.527.6893
Return-to Address (For product returns)	4450 60TH AVE NORTH ST. PETERSBURG,FL 33714		
Return-to Contact Name	PAT WOOD	Title:	PRESIDENT
Email Address:	WOODP@SRTSUPPLY.COM		
Phone #:	727.526.5451;206	Fax #	727.527.6893
Payment Terms:	30 DAYS		

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

- ☒ Corporation Federal ID Number: 59-3281291  
☐ Sole Proprietorship/Individual Social Security No.:  
☐ Partnership  
☐ Health Care Service Provider  
☐ LLC-C (C corporation)-S (S corporation)-P (partnership)  
☐ Other (Specify):

Name of Applicant / Signature RICHARD HADDAD

Title of Applicant SE FLORIDA MANAGER Date 5 DEC 2015



described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

### Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called 'backup withholding.' Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
  2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
  3. The IRS tells the requester that you furnished an incorrect TIN,
  4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
  5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).
- Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

### What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemptio* from FATCA reporting code on page 3 and the Instructions for the Requester of Form W-9 for more information.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

### Specific Instructions

#### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

- a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or 'doing business as' (DBA) name on line 2.
- c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name or line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a 'disregarded entity.' See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, 'Business name/disregarded entity name.' If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

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

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 604 (f), and payments for the sale of securities.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>(1)</sup>

3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>(2)</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The actual owner <sup>1</sup> The owner <sup>1</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	The estate
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4464. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Supplier: **srt supply**



City of Pembroke Pines

Attachment C

**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 **RICHARD HADDAD**

Title **SE FLORIDA MANAGER**

Name of Company **SRT SUPPLY**

Supplier: **srt supply**



City of Pembroke Pines

Attachment D

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

1. This sworn statement is submitted **SRT SUPPLY** (name of entity submitting sworn statement) whose business address is **4450 60TH AVE NORTH ST. PETERSBURG, FL** and (if applicable) its Federal Employer Identification Number (FEIN) is **59-3281291** . (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: .)
2. My name is **RICHARD HADDAD** and my  
(Please print name of individual signing)  
  
relationship to the entity named above is **SE FLORIDA MANGER** .
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.)

☐ 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.

☐ 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.)

☐ 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.)

☐ 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.)

☐ 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.)

**RICHARD HADDAD**  
Bidder's Name/Signature

**SRTS UPPLY, INC**  
Company

**24 NOV 2015**  
Date

Supplier: **srt supply**



City of Pembroke Pines

Attachment E

## LOCAL VENDOR PREFERENCE CERTIFICATION

### SECTION 1 GENERAL TERM

#### LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County Vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

#### COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

### SECTION 2 AFFIRMATION

#### LOCAL PREFERENCE CERTIFICATION:

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor.  
In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor.  
In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☒ Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

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

COMPANY NAME: **SRT SUPPLY, INC**

PRINTED NAME / AUTHORIZED SIGNATURE: **RICHARD HADDAD**





Supplier: **srt supply**



City of Pembroke Pines

Attachment F

## VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

### SECTION 1 GENERAL TERM

#### VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "**Local Pembroke Pines Vendor**" (**LPPV**) or a "**Local Broward County Vendor**" (**LBCV**) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

#### COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

### SECTION 2 AFFIRMATION

#### VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

☐ Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business.  
In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.

☒ Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

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

COMPANY NAME: **SRT SUPPLY, INC**

PRINTED NAME / AUTHORIZED SIGNATURE: **RICHARD HADDAD**

Supplier: **srt supply**



City of Pembroke Pines

Attachment G

## **EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES**

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

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

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

**“During the performance of a contract with the City of Pembroke Pines, Florida, the Contractor will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City's Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.**

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

### **SECTION 1 DEFINITIONS**

1. **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
2. **Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
3. **Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
4. **Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are

located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.
6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.
7. **Traditional marriage** means a marriage between one man and one woman.

## SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

- ☐ A. Contractor currently complies with the requirements of this section; or
- ☐ B. Contractor will comply with the conditions of this section at the time of contract award; or
- ☐ C. Contractor will not comply with the conditions of this section at the time of contract award:  
or
- ☒ D. Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):
- ☒ 1. The Contractor does not provide benefits to employees' spouses in traditional marriages;
- ☐ 2. The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;
- ☐ 3. The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;
- ☐ 4. The Contractor is a governmental agency;

**The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.**

COMPANY NAME: **SRT SUPPLY, INC**

AUTHORIZED OFFICER NAME / SIGNATURE: **PAT WOOD**

Supplier: **srt supply**



City of Pembroke Pines

Attachment D

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

1. This sworn statement is submitted **SRT SUPPLY** (name of entity submitting sworn statement) whose business address is **4450 60TH AVE NORTH ST. PETERSBURG, FL** and (if applicable) its Federal Employer Identification Number (FEIN) is **59-3281291** . (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: .)
2. My name is **RICHARD HADDAD** and my  
(Please print name of individual signing)  
  
relationship to the entity named above is **SE FLORIDA MANGER** .
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.)

☒ 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.

☐ 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.)

☐ 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.)

☐ 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.)

☐ 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.)

**RICHARD HADDAD**  
Bidder's Name/Signature

**SRTS UPPLY, INC**  
Company

**24 NOV 2015**  
Date



**U.S. Department of Justice**

Office of Justice Programs

*National Institute of Justice*

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Washington, D.C. 20530

July 22, 2013

Sam White  
Executive Vice President  
Point Blank Enterprises, Inc.  
2102 SW 2nd Street  
Pompano Beach, FL 33069

**Notice of Compliance with NIJ Standard-0101.06**

Body Armor Model Designation: AXIII AF  
NIJ Compliance Status Expires: July 22, 2018

Dear Mr. White:

We have completed our evaluation of the body armor model identified above that was submitted to the National Institute of Justice's (NIJ's) Voluntary Body Armor Compliance Testing Program. We are pleased to inform you that the above body armor model satisfies the requirements of NIJ Standard-0101.06 and the Compliance Testing Program.

We also received your completed declaration concerning the model noted above and your agreement to participate in the conformity assessment follow-up process.

The body armor model details are listed on the NIJ Compliant Products List available at [www.justnet.org/CTP](http://www.justnet.org/CTP).

You are now authorized to place the NIJ Statement of Compliance on the labels of this body armor model and all subsequent production units. The Statement of Compliance shall read:

*"This model of armor has been determined to comply with NIJ Standard-0101.06 by the NIJ Compliance Testing Program and is listed on the NIJ Compliant Products List."*

All compliance requirements, as identified by the *NIJ Body Armor Compliance Testing Program Administrative Manual* and the *Ballistic Body Armor Applicant Package*, must be maintained as long as the NIJ Statement of Compliance is displayed on this armor model's labels. If, at any time, the compliance status of this armor model is changed, the NIJ Statement of Compliance shall cease to be used as of the date of the status change.

Sincerely,

Michael K. O'Shea  
Law Enforcement Program Manager  
US Department of Justice  
OJP/NIJ/OST/Operational Technologies Division

# NATIONAL INSTITUTE OF JUSTICE COMPLIANCE TEST REPORT

NVLAP Lab Code: 200820-0

Test Laboratory Name: Chesapeake Testing

Report Identification Number: 2051-106

Issue / Revision Number:

## Penetration and BFS Summary Data

Test ID: PBS09-002053  
 Manufacturer: Point Blank Enterprises

Report Date: 05/17/13  
 NIJ Armor Type: 3A

Ammunition: .357 SIG 125/FMJ

Threat 1 - New Armor  
 Test Velocity: 1470 ± 30 ft/s

Conditioning: New

Shot Number	Sample 1 Size: C-1				Sample 2 Size: C-1			
	Front Panel		Back Panel		Front Panel		Back Panel	
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note
1	1465	0	26.8		1463	0	31.9	
2	1473	0	27.3		1480	0	34.7	
3	1474	0	30		1474	0	33.2	
4	1465	0	g		1479	0	g	
5	1479	0			1486	0		
6	1466	0			1478	0		
7								
8								
Summary:				Perforations: 0 (Pass)	BFS Statistics: Count: 12			
				Maximum BFS: 34.7 mm				
				Pass - No BFS greater than 44 mm				
					Average: 31.03 mm			
					St. Dev: 2.434 mm			

Shot Number	Sample 3 Size: C-5				Sample 4 Size: C-5			
	Front Panel		Back Panel		Front Panel		Back Panel	
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note
1	1488	0	24.1		1457	0	27.2	
2	1487	0	30.1		1482	0	28.7	
3	1490	0	27.3		1485	0	28.3	
4	1491	0	g		1482	0	g	
5	1482	0			1473	0		
6	1479	0			1491	0		
7								
8								
Summary:				Perforations: 0 (Pass)	BFS Statistics: Count: 12			
				Maximum BFS: 30.1 mm				
				Pass - No BFS greater than 44 mm				
					Average: 27.77 mm			
					St. Dev: 1.5222 mm			

Ammunition: .44 Mag 240/SJHP

Threat 2 - New Armor  
 Test Velocity: 1430 ± 30 ft/s

Conditioning: New

Shot Number	Sample 5 Size: C-1				Sample 6 Size: C-1			
	Front Panel		Back Panel		Front Panel		Back Panel	
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note
1	1418	0	38.5		1425	0	36	
2	1438	0	38.7		1429	0	36	
3	1437	0	35.4		1430	0	36.8	
4	1424	0	g		1400	0	g	
5	1446	0			1426	0		
6								
7								
8								
Summary:				Perforations: 0 (Pass)	BFS Statistics: Count: 12			
				Maximum BFS: 46.2 mm	k1: 1.57			
				Pass - BFS within Tolerance Limit	Average: 38.88 mm			
					St. Dev: 3.0328 mm			
					Upper Tolerance Limit (80%/95%): 42.8 mm			

Shot Number	Sample 7 Size: C-5				Sample 8 Size: C-5			
	Front Panel		Back Panel		Front Panel		Back Panel	
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note
1	1422	0	36.6		1417	0	38.3	
2	1403	0	32.7		1430	0	33.3	
3	1404	0	34.9		1425	0	35.2	
4	1427	0	g		1423	0		
5	1417	0			1411	0		
6	1426	0			1413	0		
7								
8								
Summary:				Perforations: 0 (Pass)	BFS Statistics: Count: 12			
				Maximum BFS: 38.3 mm				
					Average: 35.41 mm			
					St. Dev: 1.8093 mm			

(Pass - No BFS greater than 44 mm)

Threat 1 - Conditioned Armor

# NATIONAL INSTITUTE OF JUSTICE COMPLIANCE TEST REPORT

NVLAP Lab Code: 200820-0

Test Laboratory Name: Chesapeake Testing

Report Identification Number: 2051-106

Issue / Revision Number:

## Penetration and BFS Summary Data

Test ID: PBS09-002053  
 Manufacturer: Point Blank Enterprises

Report Date: 05/17/13

NIJ Armor Type: 3A

Ammunition: .357 SIG 125/FMJ

Test Velocity: 1410 ± 30 ft/s

Conditioning: Conditioned

	Sample 21						Size: C-1		Sample 22						Size: C-5				
Shot Number	Front Panel				Back Panel				Front Panel				Back Panel						
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note			
1	1432	0	21.1	g	1402	0	30.6		1388	0	25	g	1401	0	32.2				
2	1418	0	28.5		1425	0	29.3		1413	0	25.7		1402	0	31.1				
3	1384	0	26.1		1426	0	30.3		1423	0	23.1		1420	0	29.1				
4	1395	0			1405	0			1406	0			1418	0					
5	1405	0			1403	0			1428	0			1411	0					
6	1403	0			1415	0			1424	0			1394	0					
7																			
8																			
Summary:		Perforations:		0	(Pass)				Perforations:		0	(Pass)							
		Maximum BFS:		30.6	mm (no requirement)				Maximum BFS:		32.2	mm (no requirement)							

NATIONAL INSTITUTE OF JUSTICE  
COMPLIANCE TEST REPORT

NVLAP Lab Code: 200820-0

Test Laboratory Name: Chesapeake Testing  
Report Identification Number: 2051-106  
Issue / Revision Number:

Ballistic Limit Summary Data

Report Date: 05/17/13

Manufacturer: Point Blank Enterprises

NIJ Armor Type: 3A

Ammunition: .357 SIG 125/FMJ

Threat 1 - New Armor  
Test Velocity: 1470 ± 30 ft/s

Conditioning: New

Shot Number	Sample 11			Sample 11			Sample 12			Sample 12			Sample 13		
	Front Panel		Perf (Y=1/N=0)	Back Panel		Perf (Y=1/N=0)	Front Panel		Perf (Y=1/N=0)	Back Panel		Perf (Y=1/N=0)	Front Panel		Perf (Y=1/N=0)
	Avg. Vel. (ft/sec)	Remarks		Avg. Vel. (ft/sec)	Remarks		Avg. Vel. (ft/sec)	Remarks		Avg. Vel. (ft/sec)	Remarks		Avg. Vel. (ft/sec)	Remarks	
1	1473	0		1469	0		1499	0		1509	0	V out of Range	1484	0	
2	1615	0		1627	0		1626	0		1633	0		1633	0	
3	1739	0		1748	0		1749	0		1737	0		1727	0	
4	1831	1		1837	1		1851	0		1838	0		1852	0	
5	1780	0		1775	0		1942	1		1922	0		1943	1	
6	1834	0		1870	1		1897	1		1975	1		1901	0	
7	1825	0		1793	0		1842	1		1931	0		1954	1	
8	1881	0		1841	0		1833	0		1931	1		1904	0	
9	1886	1		1871	0		1883	1		1892	0		1932	0	
10	1870	0		1906	0		1830	0		1945	0		1990	1	
11	1898	1		1912	1		1873	0		1949	1		1954	1	
12	1896	0		1903	1		1908	1		1936	1		1936	1	
13															
14															
15															

Shot Number	Sample 13			Sample 14			Sample 14			Sample 15			Sample 15		
	Back Panel		Perf (Y=1/N=0)	Front Panel		Perf (Y=1/N=0)	Back Panel		Perf (Y=1/N=0)	Front Panel		Perf (Y=1/N=0)	Back Panel		Perf (Y=1/N=0)
	Avg. Vel. (ft/sec)	Remarks		Avg. Vel. (ft/sec)	Remarks		Avg. Vel. (ft/sec)	Remarks		Avg. Vel. (ft/sec)	Remarks		Avg. Vel. (ft/sec)	Remarks	
1	1482	0		1489	0		1508	0	V out of Range	1506	0	V out of Range	1515	0	V out of Range
2	1628	0		1638	0		1642	0		1642	0		1626	0	
3	1713	0		1752	0		1639	0		1754	0		1740	1	
4	1847	0		1836	1		1846	0		1825	0		1712	0	
5	1928	1		1801	0		1934	0		1918	1		1762	0	
6	1920	0		1870	0		2014	1		1879	0		1805	0	
7	1947	1		1902	1		1950	1		1929	1		1838	0	
8	1907	1		1898	1		2004	1		1923	1		1909	0	
9	1867	1		1822	1		1914	1		1859	0		1947	1	
10	1823	0		1792	0		1866	1		1926	1		1863	0	
11	1831	1		1812	0		1803	1		1853	1		1936	1	
12	1803	0		1873	0		1794	0		1814	0		1892	0	
13															
14															
15															

Summary: Total Usable Shots: 120 Acceptable  
Perforations (Complete Penetrations): 44 Acceptable  
Stops (Partial Penetrations): 76 Acceptable

Test Data and Regression Model

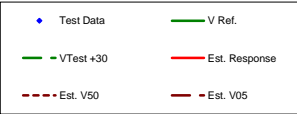
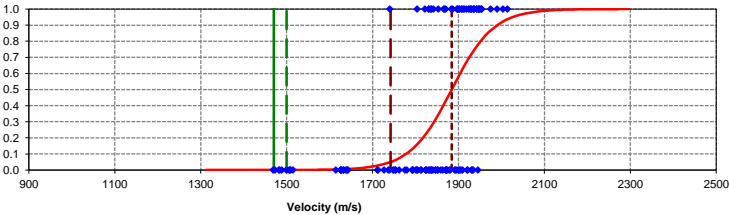
Regression Analysis  
Regression Model: Logistic

Estimated V50: 1884 ft/s

Estimated V05: 531 m/s (1742) ft/s

Probability of perforation at NIJ reference velocity (1470 ft/sec): 0.02% Acceptable

Probability





NATIONAL INSTITUTE OF JUSTICE  
COMPLIANCE TEST REPORT

NVLAP Lab Code: 200820-0

Test Laboratory Name: Chesapeake Testing  
Report Identification Number: 2051-106  
Issue / Revision Number:

Ballistic Limit Summary Data

Report Date: 05/17/13

Manufacturer: Point Blank Enterprises

NIJ Armor Type: 3A

Ammunition: .44 Mag 240/SJHP Threat 2 - New Armor  
Test Velocity: 1430 ± 30 ft/s Conditioning: New

Shot Number	Sample 16			Sample 16			Sample 17			Sample 17			Sample 18		
	Front	Panel	Perf	Back	Panel	Perf	Front	Panel	Perf	Back	Panel	Perf	Front	Panel	Perf
	Avg. Vel. (ft/sec)		(Y=1/N=0)	Avg. Vel. (ft/sec)		(Y=1/N=0)	Avg. Vel. (ft/sec)		(Y=1/N=0)	Avg. Vel. (ft/sec)		(Y=1/N=0)	Avg. Vel. (ft/sec)		(Y=1/N=0)
1	1455	0		1447	0		1417	0		1449	0		1457	0	
2	1561	0		1568	0		1553	0		1533	0		1546	0	
3	1627	0		1643	0		1663	0		1640	0		1628	0	
4	1726	1		1725	1		1712	0		1731	0		1708	1	
5	1664	0		1781	0		1791	1		1800	1		1661	0	
6	1708	0		1704	0		1739	0		1736	1		1698	0	
7	1750	1		1749	1		1798	1		1684	0		1767	1	
8	1726	1		1695	1		1740	1		1753	1		1732	1	
9	1651	0		1646	0		1679	0		1717	0		1699	1	
10	1713	1		1688	0		1730	0		1737	1		1670	0	
11	1672	0		1732	0		1773	0		1718	1		1720	1	
12	1693	0		1811	1		1807	1		1671	0		1659	0	
13															
14															
15															

Shot Number	Sample 18			Sample 19			Sample 19			Sample 20			Sample 20		
	Back	Panel	Perf	Front	Panel	Perf	Back	Panel	Perf	Front	Panel	Perf	Back	Panel	Perf
	Avg. Vel. (ft/sec)		(Y=1/N=0)	Avg. Vel. (ft/sec)		(Y=1/N=0)	Avg. Vel. (ft/sec)		(Y=1/N=0)	Avg. Vel. (ft/sec)		(Y=1/N=0)	Avg. Vel. (ft/sec)		(Y=1/N=0)
1	1424	0		1424	0		1424	0		1450	0		1418	0	
2	1538	0		1517	0		1531	0		1542	0		1543	0	
3	1616	0		1622	0		1618	0		1632	0		1634	0	
4	1721	0		1714	0		1768	1		1716	0		1715	0	
5	1778	1		1812	1		1637	0		1817	1		1823	1	
6	1743	0		1752	1		1710	0		1757	0		1748	1	
7	1794	1		1704	0		1735	1		1816	1		1726	0	
8	1719	0		1746	0		1692	0		1758	0		1769	0	
9	1794	0		1809	1		1742	1		1797	0		1823	1	
10	1832	1		1733	0		1707	0		1850	1		1764	1	
11	1782	0		1791	0		1744	1		1777	0		1736	1	
12	1819	1		1819	1		1705	0		1812	1		1675	0	
13															
14															
15															

Summary:

Total Usable Shots:	120	Acceptable
Perforations (Complete Penetrations):	43	Acceptable
Stops (Partial Penetrations):	77	Acceptable

Perforations below 1460 ft/s: 0 Acceptable

Regression Analysis

Regression Model: Logistic

Estimated V50:	1744 ft/s
Estimated V05:	503.7 m/s (1653) ft/s
Probability of perforation at NIJ reference velocity (1430 ft/sec):	0.00% Acceptable

Test Data and Regression Model

Legend:

- Test Data
- V Ref.
- VTest + 30
- Est. V50
- Est. V05

NATIONAL INSTITUTE OF JUSTICE  
COMPLIANCE TEST REPORT

NVLAP Lab Code: 200820-0

Test Laboratory Name: Chesapeake Testing  
Report Identification Number: 2051-106  
Issue / Revision Number:

Ballistic Limit Summary Data

Report Date: 05/17/13  
NIJ Armor Type: 3A

Manufacturer: Point Blank Enterprises

Threat 1 - Conditioned Armor

Ammunition: .357 SIG 125/FMJ  
Test Velocity: 1410 ± 30 ft/s Cond: Conditioned

Shot Number	Sample 25			Sample 25		
	Front	Panel	Remarks	Back	Panel	Remarks
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)		Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	
1	1425	0		1387	0	
2	1512	0		1503	0	
3	1674	0		1622	0	
4	1767	0		1724	0	
5	1832	1		1788	0	
6	1792	0		1881	0	
7	1836	1		1949	0	
8	1789	0		1957	1	
9	1838	0		1985	1	
10	1889	0		1920	1	
11	1961	1		1871	1	
12	1912	0		1839	1	
13						
14						
15						
Summary:						
				Total Usable Shots:	24	Acceptable
				Perforations (CP):	8	
				Stops (PP):	16	
				Perforations below 1440 ft/s:	0	Acceptable
Estimated V50: 1882 ft/s						

Threat 2 - Conditioned Armor

Ammunition: .44 Mag 240/SJHP  
Test Velocity: 1340 ± 30 ft/s Cond: Conditioned

Shot Num	Sample 26			Sample 26		
	Front	Panel	Remarks	Back	Panel	Remarks
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)		Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	
1	1365	0		1301	0	V out of Range
2	1411	0		1425	0	
3	1518	0		1511	0	
4	1580	0		1601	0	
5	1681	1		1684	0	
6	1609	0		1774	1	
7	1659	0		1751	1	
8	1693	0		1694	0	
9	1739	0		1748	1	
10	1773	0		1695	1	
11	1791	1		1661	1	
12	1754	1		1617	0	
13						
14						
15						
Summary:						
				Total Usable Shots:	24	Acceptable
				Perforations (CP):	8	
				Stops (PP):	16	
				Perforations below 1370 ft/s:	0	Acceptable
Estimated V50: 1711 ft/s						

Overall Ballistic Limit Summary

Perforations below Vref + 30 ft/sec: 0 This requirement is for all Ballistic Limit tested samples - New and Conditioned  
This armor model meets the low perforation velocity performance requirements of NIJ Standard-0101.06 Section 7.9.5.

Probability of perforation at the P-BFS reference velocity  
Threat 1: 0.02%  
Threat 2: 0.00%  
This armor model meets the estimated V05 performance requirements of NIJ Standard-0101.06 Section 7.9.5.

This requirement is for New armors only



**U.S. Department of Justice**

Office of Justice Programs

*National Institute of Justice*

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Washington, D.C. 20530

October 8, 2013

Sam White  
Executive Vice President  
Point Blank Enterprises, Inc.  
2102 SW 2nd Street  
Pompano Beach, FL 33069

**Notice of Compliance with NIJ Standard–0101.06**

Body Armor Model Designation: AXIII A

NIJ Compliance Status Expires: October 8, 2018

Dear Mr. White:

We have completed our evaluation of the body armor model identified above that was submitted to the National Institute of Justice's (NIJ's) Voluntary Body Armor Compliance Testing Program. We are pleased to inform you that the above body armor model satisfies the requirements of NIJ Standard–0101.06 and the Compliance Testing Program.

We also received your completed declaration concerning the model noted above and your agreement to participate in the conformity assessment follow-up process.

The body armor model details are listed on the NIJ Compliant Products List available at [www.justnet.org/CTP](http://www.justnet.org/CTP).

You are now authorized to place the NIJ Statement of Compliance on the labels of this body armor model and all subsequent production units. The Statement of Compliance shall read:

*“This model of armor has been determined to comply with NIJ Standard–0101.06 by the NIJ Compliance Testing Program and is listed on the NIJ Compliant Products List.”*

All compliance requirements, as identified by the *NIJ Body Armor Compliance Testing Program Administrative Manual* and the *Ballistic Body Armor Applicant Package*, must be maintained as long as the NIJ Statement of Compliance is displayed on this armor model's labels. If, at any time, the compliance status of this armor model is changed, the NIJ Statement of Compliance shall cease to be used as of the date of the status change.

Sincerely,

Michael K. O'Shea  
Law Enforcement Program Manager  
US Department of Justice  
OJP/NIJ/OST/Operational Technologies Division

## NATIONAL INSTITUTE OF JUSTICE COMPLIANCE TEST REPORT

NVLAP Lab Code: 200820-0

Test Laboratory Name: Chesapeake Testing

Report Identification Number: 2051-114

Issue / Revision Number:

**Penetration and BFS Summary Data**

Test ID: PBS09-002085  
 Manufacturer: Point Blank Enterprises, Inc.

Report Date: 06/06/13  
 NIJ Armor Type: 3A

Ammunition: .357 SIG 125/FMJ

Threat 1 - New Armor  
 Test Velocity: 1470 ± 30 ft/s

Conditioning: New

Shot Number	Sample 1 Size: C-1				Sample 2 Size: C-1			
	Front Panel		Back Panel		Front Panel		Back Panel	
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note
1	1470	0	29.6		1475	0	27.6	
2	1485	0	27.5		1474	0	32.1	
3	1478	0	28.7		1482	0	28.8	
4	1491	0			1482	0		
5	1490	0			1484	0		
6	1492	0			1487	0		
7								
8								
Summary:				Perforations: 0 (Pass)	BFS Statistics: Count: 12			
				Maximum BFS: 32.6 mm	Average: 29.76 mm			
				Pass - No BFS greater than 44 mm	St. Dev: 1.8525 mm			

Shot Number	Sample 3 Size: C-5				Sample 4 Size: C-5			
	Front Panel		Back Panel		Front Panel		Back Panel	
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note
1	1447	0	27.8		1470	0	26.2	
2	1474	0	29.6		1474	0	28.6	
3	1470	0	27		1470	0	27.9	
4	1472	0			1464	0		
5	1474	0			1478	0		
6	1475	0			1475	0		
7								
8								
Summary:				Perforations: 0 (Pass)	BFS Statistics: Count: 12			
				Maximum BFS: 34.3 mm	Average: 28.31 mm			
				Pass - No BFS greater than 44 mm	St. Dev: 2.3716 mm			

## NATIONAL INSTITUTE OF JUSTICE COMPLIANCE TEST REPORT

Ammunition: .44 Mag 240/SJHP

Threat 2 - New Armor

Test Velocity: 1430 ± 30 ft/s

Conditioning: New

Shot Number	Sample 5				Size: C-1				Sample 6				Size: C-1			
	Front Panel				Back Panel				Front Panel				Back Panel			
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note
1	1439	0	42.3		1428	0	41.7		1432	0	36.5		1438	0	36.3	
2	1439	0	42.6		1441	0	40		1450	0	40.7		1428	0	36.6	
3	1446	0	39.2		1418	0	39.3		1435	0	40.4		1428	0	34.6	
4	1433	0			1433	0			1440	0			1438	0		
5	1449	0			1430	0			1423	0			1420	0		
6																
7																
8																
Summary:																
Perforations: 0				(Pass)				BFS Statistics: Count: 12				Average: 39.18 mm				
Maximum BFS: 42.6 mm												St. Dev: 2.6177 mm				
Pass - No BFS greater than 44 mm																

Shot Number	Sample 7 Size: C-5				Sample 8 Size: C-5			
	Front Panel		Back Panel		Front Panel		Back Panel	
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note
1	1446	0	31.7		1441	0	35.3	
2	1429	0	34.2		1428	0	33.7	
3	1422	0	34.6		1432	0	35.8	
4	1430	0			1428	0		
5	1435	0			1412	0		
6	1454	0			1431	0		
7								
8								
Summary:								
Perforations: 0 (Pass)				BFS Statistics: Count: 12				Average: 33.81 mm
Maximum BFS: 35.8 mm								St. Dev: 1.2398 mm



## NATIONAL INSTITUTE OF JUSTICE COMPLIANCE TEST REPORT

NIJ 0101.06 July 2008

Threat 1 - Conditioned Armor  
 Ammunition: .357 SIG 125/FMJ Test Velocity: 1410 ± 30 ft/s Conditioning: Conditioned

Shot Number	Sample 21 Size: C-1				Sample 22 Size: C-5			
	Front Panel		Back Panel		Front Panel		Back Panel	
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note
1	1431	0	31.3		1427	0	31.5	
2	1420	0	30.7		1432	0	34.2	
3	1428	0	27.4		1431	0	28.5	
4	1423	0			1427	0		
5	1435	0			1408	0		
6	1424	0			1430	0		
7								
8								
Summary:				Perforations: 0 (Pass) Maximum BFS: 34.2 mm (no requirement)	Perforations: 0 (Pass) Maximum BFS: 32.1 mm (no requirement)			

Threat 2 - Conditioned Armor  
 Ammunition: .44 Mag 240/SJHP Test Velocity: 1340 ± 30 ft/s Conditioning: Conditioned

Shot Number	Sample 23 Size: C-1				Sample 24 Size: C-5			
	Front Panel		Back Panel		Front Panel		Back Panel	
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note
1	1359	0	43		1349	0	41.2	
2	1346	0	41.2		1359	0	35.8	
3	1338	0	39.6		1339	0	41	
4	1347	0			1344	0		
5	1333	0			1342	0		
6								
7								
8								
Summary:				Perforations: 0 (Pass) Maximum BFS: 43 mm (no requirement)	Perforations: 0 (Pass) Maximum BFS: 44.1 mm (no requirement)			

## Overall P-BFS Summary

Perforations: This requirement is for all P-BFS tested samples - New and Conditioned

0 This armor model meets the perforation performance requirements of NIJ Standard-0101.06 Section 7.8.8.

Backface Signature: This requirement is for New armors only

Maximum BFS: 42.6 mm

This armor model meets the BFS performance requirements of NIJ Standard-0101.06 Section 7.8.8 Item a.

Compliance Test Report revision NIJ0101 2-20 (2012-12-10) / MS Excel version 14.0 / Operating System version Windows (32-bit) NT 6.01

Ammunition: .357 SIG 125/FMJ Threat 1 - New Armor  
Test Velocity: 1470 ± 30 ft/s Conditioning: New

Shot Number	Sample 11			Sample 11			Sample 12			Sample 12			Sample 13		
	Front Panel		Remarks	Back Panel		Remarks	Front Panel		Remarks	Back Panel		Remarks	Front Panel		Remarks
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)		Avg. Vel. (ft/sec)	Perf (Y=1/N=0)		Avg. Vel. (ft/sec)	Perf (Y=1/N=0)		Avg. Vel. (ft/sec)	Perf (Y=1/N=0)		Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	
1	1487	0		1486	0		1488	0		1448	0		1450	0	
2	1502	0		1579	0		1587	0		1576	0		1588	0	
3	1679	0		1712	0		1713	0		1745	0		1716	0	
4	1813	0		1801	0		1818	0		1825	0		1777	0	
5	1912	0		1939	1		1920	1		1893	1		1914	1	
6	1984	1		1797	1		1845	1		1853	1		1846	1	
7	1937	1		1778	0		1744	0		1751	0		1724	0	
8	1854	1		1802	0		1803	0		1817	0		1823	0	
9	1781	0		1847	0		1856	0		1863	0		1879	0	
10	1912	1		1904	1		1908	0		1915	1		1912	1	
11	1802	1		1843	0		1962	1		1896	1		1876	0	
12	1791	0		1910	0		1939	1		1869	1		1933	1	
13															
14															
15															

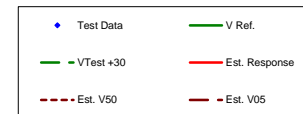
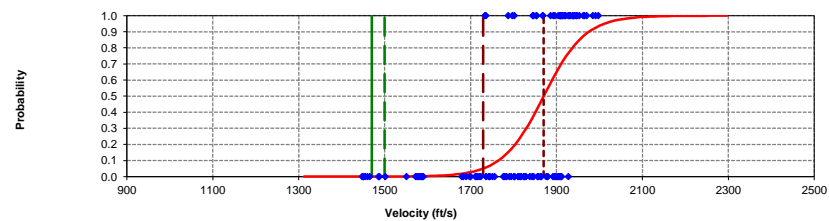
Shot Number	Sample 13			Sample 14			Sample 14			Sample 15			Sample 15		
	Back Panel		Remarks	Front Panel		Remarks	Back Panel		Remarks	Front Panel		Remarks	Back Panel		Remarks
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)		Avg. Vel. (ft/sec)	Perf (Y=1/N=0)		Avg. Vel. (ft/sec)	Perf (Y=1/N=0)		Avg. Vel. (ft/sec)	Perf (Y=1/N=0)		Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	
1	1449	0		1451	0		1455	0		1460	0		1466	0	
2	1551	0		1573	0		1584	0		1590	0		1580	0	
3	1736	1		1690	0		1700	0		1711	0		1698	0	
4	1683	0		1810	0		1795	0		1829	0		1825	0	
5	1720	0		1910	0		1920	1		1905	0		1909	1	
6	1733	1		1965	1		1838	0		1997	1		1858	0	
7	1742	0		1939	1		1899	0		1947	1		1904	0	
8	1736	0		1864	0		1948	1		1865	0		1928	0	
9	1784	0		1892	0		1896	0		1879	0		1991	1	
10	1845	1		1970	1		1943	1		1929	1		1953	1	
11	1756	0		1922	1		1909	1		1927	1		1931	1	
12	1787	1		1909	1		1867	1		1886	1		1907	1	
13															
14															
15															

Summary: Total Usable Shots: 120 Acceptable  
Perforations (Complete Penetrations): 45 Acceptable  
Stops (Partial Penetrations): 75 Acceptable

Perforations below 1500 ft/s: 0 Acceptable

Test Data and Regression Model

**Regression Analysis**  
Regression Model: Logistic  
  
Estimated V50: 1870 ft/s  
  
Estimated V05: 527 m/s (1729) ft/s  
  
Probability of perforation at NIJ reference velocity (1470 ft/sec): 0.02% Acceptable



Ammunition: .44 Mag				240/SJHP				Threat 2 - New Armor				1430				± 30 ft/s				Conditioning: New			
Shot Number		Sample 16			Sample 16			Sample 17			Sample 17			Sample 18			Sample 18						
		Front	Panel	Perf	Back	Panel	Perf	Front	Panel	Perf	Back	Panel	Perf	Front	Panel	Perf							
		Avg. Vel. (ft/sec)		Perf (Y=1/N=0)	Avg. Vel. (ft/sec)		Perf (Y=1/N=0)	Avg. Vel. (ft/sec)		Perf (Y=1/N=0)	Avg. Vel. (ft/sec)		Perf (Y=1/N=0)	Avg. Vel. (ft/sec)		Perf (Y=1/N=0)							
1		1407	0		1406	0		1409	0		1456	0		1432	0								
2		1505	0		1529	0		1533	0		1547	0		1549	0								
3		1592	0		1612	0		1609	0		1623	0		1621	0								
4		1641	0		1664	1		1702	0		1685	0		1686	0								
5		1743	1		1630	0		1744	0		1804	1		1756	1								
6		1672	0		1641	0		1839	1		1721	1		1722	1								
7		1700	0		1708	0		1779	1		1668	0		1645	0								
8		1762	0		1750	1		1768	0		1698	0		1712	0								
9		1809	0		1718	0		1759	0		1729	1		1747	0								
10		1845	1		1743	1		1813	1		1688	1		1754	1								
11		1814	1		1719	0		1763	1		1663	1		1759	1								
12		1761	1		1752	0		1785	1		1637	0		1713	1								
13																							
14																							
15																							
Shot Number		Sample 18			Sample 19			Sample 19			Sample 20			Sample 20									
		Back	Panel	Perf	Front	Panel	Perf	Back	Panel	Perf	Front	Panel	Perf	Back	Panel	Perf							
		Avg. Vel. (ft/sec)		Perf (Y=1/N=0)	Avg. Vel. (ft/sec)		Perf (Y=1/N=0)	Avg. Vel. (ft/sec)		Perf (Y=1/N=0)	Avg. Vel. (ft/sec)		Perf (Y=1/N=0)	Avg. Vel. (ft/sec)		Perf (Y=1/N=0)							
1		1431	0		1414	0		1434	0		1458	0		1457	0								
2		1546	0		1548	0		1543	0		1549	0		1555	0								
3		1609	0		1622	0		1629	0		1638	0		1629	0								
4		1686	1		1703	0		1715	0		1676	0		1719	0								
5		1648	0		1766	0		1778	0		1785	1		1784	0								
6		1686	0		1832	1		1840	1		1736	1		1855	1								
7		1733	0		1800	1		1795	1		1690	0		1828	1								
8		1766	0		1728	0		1770	0		1701	1		1771	0								
9		1801	0		1758	0		1773	1		1699	0		1764	0								
10		1847	1		1832	1		1755	1		1728	1		1783	0								
11		1811	1		1783	1		1739	1		1657	0		1832	1								
12		1762	1		1795	1		1692	0		1696	1		1764	1								
13																							
14																							
15																							
Summary:																							
				Total Usable Shots: 120								Perforations below 1460 ft/s: 0				Acceptable							
				Perforations (Complete Penetrations): 45																			
				Stops (Partial Penetrations): 75																			
Regression Analysis																							
Regression Model:				Logistic																			
Estimated V50:				1745 ft/s																			
Estimated V05:				492 m/s (1614) ft/s																			
Probability of perforation at NIJ reference velocity (1430 ft/sec):				0.08% Acceptable																			
Test Data and Regression Model																							
<div><div><div><div><div><div></div><div>♦</div><div>Test Data</div></div><div><div></div><div>— V Ref.</div></div><div><div></div><div>— VTest + 30</div></div><div><div></div><div>--- Est. V50</div></div><div><div></div><div>— Est. Response</div></div><div><div></div><div>— Est. V05</div></div></div></div><div></div></div></div>																							

Threat 1 - Conditioned Armor

Ammunition: .357 SIG125/FMJ

Test Velocity: 1410 ± 30 ft/s

Cond: Conditioned

Shot Number	Sample 25			Sample 25		
	Front Panel		Remarks	Back Panel		Remarks
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)		Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	
1	1417	0		1435	0	
2	1561	0		1518	0	
3	1628	0		1638	0	
4	1767	0		1763	0	
5	1869	1		1866	0	
6	1794	0		1928	1	
7	1819	0		1897	1	
8	1875	1		1862	0	
9	1809	0		1878	1	
10	1870	1		1852	0	
11	1821	1		1876	1	
12	1766	0		1843	0	
13						
14						
15						

Summary:

Total Usable Shots: 24

Perforations (CP): 8

Stops (PP): 16

Perforations below 1440 ft/s: 0

Acceptable

Acceptable

Estimated V50: 1855 ft/s

Threat 2 - Conditioned Armor

Ammunition: .44 Mag240/SJHP

Test Velocity: 1340 ± 30 ft/s

Cond: Conditioned

Shot Number	Sample 26			Sample 26		
	Front Panel		Remarks	Back Panel		Remarks
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)		Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	
1	1357	0		1368	0	
2	1456	0		1454	0	
3	1542	0		1524	0	
4	1629	0		1613	0	
5	1685	0		1671	1	
6	1748	1		1629	1	
7	1713	0		1590	0	
8	1758	0		1631	0	
9	1780	0		1673	0	
10	1830	0		1713	0	
11	1906	1		1823	1	
12	1862	1		1749	1	
13						
14						
15						

Summary:

Total Usable Shots: 24

Perforations (CP): 7

Stops (PP): 17

Perforations below 1370 ft/s: 0

Acceptable

Acceptable

Estimated V50: 1770 ft/s

Overall Ballistic Limit Summary

Perforations below Vref + 30 ft/sec: 0

This requirement is for all Ballistic Limit tested samples - New and Conditioned

This armor model meets the low perforation velocity performance requirements of NIJ Standard-0101.06 Section 7.9.5.

Probability of perforation at the P-BFS reference velocity

Threat 1: 0.02%

Threat 2: 0.08%

This armor model meets the estimated V05 performance requirements of NIJ Standard-0101.06 Section 7.9.5.

This requirement is for New armors only



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Lockton Affinity, LLC  P.O. Box 874952 Kansas City, MO 64187-4952	<b>CONTACT NAME:</b> Lockton Affinity, LLC	<b>FAX (A/C, No):</b> 913-652-7599	
	<b>PHONE (A/C, No, Ext):</b> 877-487-5407	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b>  S R T Supply, Inc. dba S R T Direct  4450 60th Avenue North  Saint Petersburg, FL 33714-1037	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Certain Underwriter's at Lloyd's, London		AA1122000
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		L201630988	02/14/2016	02/14/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMPOP AGG \$ 2,000,000
	OTHER:						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is listed as an additional insured, as required by written contract, for liability arising out of premises owned, rented, leased, or occupied by the named insured or arising out of the named insured's ongoing operations.

The NAIC number shown above is the Alien Insurer Identification Number (AIIN) assigned by the National Association of Insurance Commissioners (NAIC)

## CERTIFICATE HOLDER

City of Pembroke Pines Procurement Division 8300 S. Palm Drive  Pembroke Pines, FL 33025	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# City of Pembroke Pines, FL

## Agenda Request Form

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

**Agenda Number: 9.**

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<b>File Number:</b> 16-0021	<b>File Type:</b> Bid	<b>Status:</b> Passed
<b>Version:</b> 0	<b>Reference:</b>	<b>Controlling Body:</b> City Commission
<b>Requester:</b>	<b>Initial Cost:</b> \$ 52,299.80	<b>Introduced:</b> 01/21/2016
<b>File Name:</b> Award IFB #PD-15-06 "Body Armor (Point Blank Enterprise)"		<b>Final Action:</b> 02/03/2016

**Title:** MOTION TO AWARD IFB #PD-15-06 "BODY ARMOR (POINT BLANK ENTERPRISE)" TO THE MOST RESPONSIBLE/RESPONSIVE BIDDER, SRT SUPPLY, INC., FOR THE PURCHASE OF APPROXIMATELY SEVENTY (70) BODY ARMOR VESTS IN THE ESTIMATED ANNUAL AMOUNT OF \$52,299.80.

**Notes:**

**Attachments:** 1. Draft Agreement  
2. PD-15-06 - Bid Tab  
3. SRT Supply, Inc. - Submittal  
4. PD-15-06 - Body Armor (Point Blank Enterprise)

**Agenda Date:** 02/03/2016

**Agenda Number:** 9.

**Enactment Date:**

**Enactment Number:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	City Commission	02/03/2016	approve				Pass

### SUMMARY EXPLANATION AND BACKGROUND:

1. On November 12, 2015, the City Commission authorized the advertisement of IFB #PD-15-06 "Body Armor (Point Blank Enterprise)," which was advertised on November 17, 2015.
2. The purpose of IFB # PD-15-06 is to establish an agreement, for a one year period with annual renewal options, with a firm to provide the Police Department with body armor vests, on an as-needed basis.
3. On December 15, 2015, the City opened three sealed proposals and one "No Bid." The Pembroke Pines Police Department anticipates purchasing approximately 70 body armor vests in the 2015-2016 fiscal year. Below is a breakdown of the prices submitted for the body armor vests along with the total annual estimated cost to purchase 70 vests:

<u>Vendor</u>	<u>Price Per Vest</u>	<u>Total Est. Cost With 70 Vests</u>
Lou's Police Distributors, Inc.	\$ 745.00	\$ 52,150.00
SRT Supply, Inc.	\$ 747.14	\$ 52,299.80
Dana Safety Supply, Inc.	\$ 855.38	\$ 59,876.60
Bob Baker Company, Inc.	No Bid	No Bid

4. The Police Department has previously utilized SRT Supply, Inc. for the purchase of body armor vests and recommends to continue utilizing SRT Supply, Inc. due to their exceptional customer service, quick turn around with new product delivery, and flexibility with scheduling shift officers for measurements and fittings. The price difference between Lou's Police Distributors, Inc. and SRT Supply, Inc. is only \$2.14 per vest, which equates to \$149.80 for the purchase of 70 vests.

5. SRT Supply, Inc. has completed the Equal Benefits Certification Form and is utilizing the following allowable exemption; "the Contractor does not provide benefits to employees' spouses in traditional marriages."

6. Per § 35.19 (E) (7) of the City's Procurement Procedures, "The city reserves the right to waive any irregularities in the bids, as determined by the Chief Procurement Officer and approved by the City Manager."

7. SRT Supply, Inc. submitted the required forms, including Attachment D "Sworn Statement on Public Entity Crimes," however they did not check any of the options on the form. The Purchasing Manager allowed SRT Supply, Inc. to submit their completed form after the bid was opened.

8. Recommend Commission to award IFB #PD-15-06 "Body Armor (Point Blank Enterprise)" to the most responsible/responsive bidder, SRT Supply, Inc., for the purchase of approximately seventy (70) body armor vests in the estimated annual amount of \$52,299.80.

**Item has been reviewed by the Commission Auditor and approved for the Agenda.**

**FINANCIAL IMPACT DETAIL:**

- a) Initial Cost:** \$52,299.80 (\$747.14 per vest at an annual estimated quantity of 70 vests per year).
- b) Amount budgeted for this item in Account No:** There is \$52,299.80 available in account # 1-521-3001-52600 (Clothing/Uniform).
- 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.

**Supplier: srt supply**



City of Pembroke Pines

**Attachment A**

**CONTACT INFORMATION FORM**

IN ACCORDANCE WITH “IFB # PD-15-06” dated November 17, 2015 titled “Body Armor (Point Blank Enterprise)” attached hereto as a part hereof, the undersigned submits the following:

**A) Contact Information**

NAME: **RICHARD HADDAD** TITLE: **SE FLORIDA MANAGER**

COMPANY: **SRT SUPPLY, INC**

STREET ADDRESS: **4450 60TH AVE NORTH**

CITY, STATE & ZIP CODE: **ST. PETERSBURG, FL 33714**

TELEPHONE: **954.445.2065** FAX: **727.527.6893**

E-MAIL: **RHADDAD@SRTSUPPLY.COM**

SIGNATURE: **RICHARD HADDAD**

**B) Proposal Checklist**

Are completed Attachments A, B, C, D, E, F & G included in this package? Yes ☒

Is proof of NIJ 06 National Institute of Justice Standards/Requirements included? Yes ☒

Do all prices include shipping and or freight costs? Yes ☒

**C) Sample Proposal Form**

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

Item #	Item Description	Total Cost Per Unit
1)	Hi-Lite AX IIIA	Price to be Submitted Via BidSync
	Option: Additional Charge per Over-Size Vest	Price to be Submitted Via BidSync
2)	5” x 8” Speed Plates	Price to be Submitted Via BidSync
3)	8” x 10” Speed Plates	Price to be Submitted Via BidSync

**The Police Department anticipates purchasing 70 prior to September 30, 2016.**

Supplier: **srt supply**

Attachment B



(OFFICE USE ONLY) Vendor number:

Please entirely complete this vendor information form along with the IRS Form W-9, and email to [accounts payable@ppines.com](mailto:accounts payable@ppines.com)

## Vendor Information Form

Operating Name (Payee)	SRT SUPPLY INC		
Legal Name (as filed with IRS)	SRT SUPPLY INC		
Remit-to Address (For Payments)	4450 60TH AVE NORTH ST PETERSBURG,FLORIDA 33714		
Remit-to Contact Name:	PAT WOOD	Title:	PRESIDENT
Email Address:	WOODP@SRTSUPPLY.COM		
Phone #:	727.526.5451;206	Fax #	727.527.6893
Order-from Address (For purchase orders)	4450 60TH AVE NORTH ST. PETERSBURG,FL 33714		
Order-from Contact Name:	RICHARD HADDAD	Title:	SE FLORIDA MANGER
Email Address:	RHADDAD@SRTSUPPLY.COM		
Phone #:	954.445.2065	Fax #	727.527.6893
Return-to Address (For product returns)	4450 60TH AVE NORTH ST. PETERSBURG,FL 33714		
Return-to Contact Name	PAT WOOD	Title:	PRESIDENT
Email Address:	WOODP@SRTSUPPLY.COM		
Phone #:	727.526.5451;206	Fax #	727.527.6893
Payment Terms:	30 DAYS		

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

- ☒ Corporation Federal ID Number: 59-3281291  
☐ Sole Proprietorship/Individual Social Security No.:  
☐ Partnership  
☐ Health Care Service Provider  
☐ LLC-C (C corporation)-S (S corporation)-P (partnership)  
☐ Other (Specify):

Name of Applicant / Signature RICHARD HADDAD

Title of Applicant SE FLORIDA MANAGER Date 5 DEC 2015



described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

### Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called 'backup withholding.' Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
  2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
  3. The IRS tells the requester that you furnished an incorrect TIN,
  4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
  5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).
- Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

### What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

### Specific Instructions

#### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

- a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or 'doing business as' (DBA) name on line 2.
- c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name or line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a 'disregarded entity.' See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, 'Business name/disregarded entity name.' If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.



**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

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

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 604 (f), and payments for the sale of securities.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>(1)</sup>

3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>(2)</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The actual owner <sup>1</sup> The owner <sup>1</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	The estate
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4464. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Supplier: **srt supply**



City of Pembroke Pines

Attachment C

**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 **RICHARD HADDAD**

Title **SE FLORIDA MANAGER**

Name of Company **SRT SUPPLY**

Supplier: **srt supply**



City of Pembroke Pines

Attachment D

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

1. This sworn statement is submitted **SRT SUPPLY** (name of entity submitting sworn statement) whose business address is **4450 60TH AVE NORTH ST. PETERSBURG, FL** and (if applicable) its Federal Employer Identification Number (FEIN) is **59-3281291** . (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: .)
2. My name is **RICHARD HADDAD** and my  
(Please print name of individual signing)  
  
relationship to the entity named above is **SE FLORIDA MANGER** .
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.)

☐ 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.

☐ 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.)

☐ 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.)

☐ 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.)

☐ 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.)

**RICHARD HADDAD**  
Bidder's Name/Signature

**SRTS UPPLY, INC**  
Company

**24 NOV 2015**  
Date



Supplier: **srt supply**



City of Pembroke Pines

Attachment D

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

1. This sworn statement is submitted **SRT SUPPLY** (name of entity submitting sworn statement) whose business address is **4450 60TH AVE NORTH ST. PETERSBURG, FL** and (if applicable) its Federal Employer Identification Number (FEIN) is **59-3281291** . (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: .)
2. My name is **RICHARD HADDAD** and my  
(Please print name of individual signing)  
  
relationship to the entity named above is **SE FLORIDA MANGER** .
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.)

☒ 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.

☐ 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.)

☐ 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.)

☐ 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.)

☐ 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.)

**RICHARD HADDAD**  
Bidder's Name/Signature

**SRTS UPPLY, INC**  
Company

**24 NOV 2015**  
Date

Supplier: **srt supply**



City of Pembroke Pines

Attachment E

## LOCAL VENDOR PREFERENCE CERTIFICATION

### SECTION 1 GENERAL TERM

#### LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County Vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

#### COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

### SECTION 2 AFFIRMATION

#### LOCAL PREFERENCE CERTIFICATION:

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor.  
In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor.  
In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☒ Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

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

COMPANY NAME: **SRT SUPPLY, INC**

PRINTED NAME / AUTHORIZED SIGNATURE: **RICHARD HADDAD**

Supplier: **srt supply**

City of Pembroke Pines

Attachment F

## VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

### SECTION 1 GENERAL TERM

#### VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "**Local Pembroke Pines Vendor**" (**LPPV**) or a "**Local Broward County Vendor**" (**LBCV**) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

#### COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

### SECTION 2 AFFIRMATION

#### VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

☐ Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business.  
In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.

☒ Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

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

COMPANY NAME: **SRT SUPPLY, INC**

PRINTED NAME / AUTHORIZED SIGNATURE: **RICHARD HADDAD**

Supplier: **srt supply**



City of Pembroke Pines

Attachment G

## EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

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

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

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

**“During the performance of a contract with the City of Pembroke Pines, Florida, the Contractor will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City's Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.**

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

### SECTION 1 DEFINITIONS

1. **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
2. **Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
3. **Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
4. **Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are



located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.
6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.
7. **Traditional marriage** means a marriage between one man and one woman.

## SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

- ☐ A. Contractor currently complies with the requirements of this section; or
- ☐ B. Contractor will comply with the conditions of this section at the time of contract award; or
- ☐ C. Contractor will not comply with the conditions of this section at the time of contract award:  
or
- ☒ D. Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):
- ☒ 1. The Contractor does not provide benefits to employees' spouses in traditional marriages;
- ☐ 2. The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;
- ☐ 3. The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;
- ☐ 4. The Contractor is a governmental agency;

**The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.**

COMPANY NAME: **SRT SUPPLY, INC**



AUTHORIZED OFFICER NAME / SIGNATURE: **PAT WOOD**



# City of Pembroke Pines, FL

## Agenda Request Form

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

**Agenda Number: 9.**

**File Number:** 16-0021

**File Type:** Bid

**Status:** Passed

**Version:** 0

**Reference:**

**Controlling Body:** City Commission

**Requester:**

**Initial Cost:** \$ 52,299.80

**Introduced:** 01/21/2016

**File Name:** Award IFB #PD-15-06 "Body Armor (Point Blank Enterprise)"

**Final Action:** 02/03/2016

**Title:** MOTION TO AWARD IFB #PD-15-06 "BODY ARMOR (POINT BLANK ENTERPRISE)" TO THE MOST RESPONSIBLE/RESPONSIVE BIDDER, SRT SUPPLY, INC., FOR THE PURCHASE OF APPROXIMATELY SEVENTY (70) BODY ARMOR VESTS IN THE ESTIMATED ANNUAL AMOUNT OF \$52,299.80.

### Notes:

**Attachments:** 1. Draft Agreement  
2. PD-15-06 - Bid Tab  
3. SRT Supply, Inc. - Submittal  
4. PD-15-06 - Body Armor (Point Blank Enterprise)

**Agenda Date:** 02/03/2016

**Agenda Number:** 9.

**Enactment Date:**

**Enactment Number:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	City Commission	02/03/2016	approve				Pass

### SUMMARY EXPLANATION AND BACKGROUND:

1. On November 12, 2015, the City Commission authorized the advertisement of IFB #PD-15-06 "Body Armor (Point Blank Enterprise)," which was advertised on November 17, 2015.
2. The purpose of IFB # PD-15-06 is to establish an agreement, for a one year period with annual renewal options, with a firm to provide the Police Department with body armor vests, on an as-needed basis.
3. On December 15, 2015, the City opened three sealed proposals and one "No Bid." The Pembroke Pines Police Department anticipates purchasing approximately 70 body armor vests in the 2015-2016 fiscal year. Below is a breakdown of the prices submitted for the body armor vests along with the total annual estimated cost to purchase 70 vests:

<u>Vendor</u>	<u>Price Per Vest</u>	<u>Total Est. Cost With 70 Vests</u>
Lou's Police Distributors, Inc.	\$ 745.00	\$ 52,150.00
SRT Supply, Inc.	\$ 747.14	\$ 52,299.80
Dana Safety Supply, Inc.	\$ 855.38	\$ 59,876.60
Bob Baker Company, Inc.	No Bid	No Bid

4. The Police Department has previously utilized SRT Supply, Inc. for the purchase of body armor vests and recommends to continue utilizing SRT Supply, Inc. due to their exceptional customer service, quick turn around with new product delivery, and flexibility with scheduling shift officers for measurements and fittings. The price difference between Lou's Police Distributors, Inc. and SRT Supply, Inc. is only \$2.14 per vest, which equates to \$149.80 for the purchase of 70 vests.

5. SRT Supply, Inc. has completed the Equal Benefits Certification Form and is utilizing the following allowable exemption; "the Contractor does not provide benefits to employees' spouses in traditional marriages."

6. Per § 35.19 (E) (7) of the City's Procurement Procedures, "The city reserves the right to waive any irregularities in the bids, as determined by the Chief Procurement Officer and approved by the City Manager."

7. SRT Supply, Inc. submitted the required forms, including Attachment D "Sworn Statement on Public Entity Crimes," however they did not check any of the options on the form. The Purchasing Manager allowed SRT Supply, Inc. to submit their completed form after the bid was opened.

8. Recommend Commission to award IFB #PD-15-06 "Body Armor (Point Blank Enterprise)" to the most responsible/responsive bidder, SRT Supply, Inc., for the purchase of approximately seventy (70) body armor vests in the estimated annual amount of \$52,299.80.

**Item has been reviewed by the Commission Auditor and approved for the Agenda.**

**FINANCIAL IMPACT DETAIL:**

- a) Initial Cost:** \$52,299.80 (\$747.14 per vest at an annual estimated quantity of 70 vests per year).
- b) Amount budgeted for this item in Account No:** There is \$52,299.80 available in account # 1-521-3001-52600 (Clothing/Uniform).
- 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Lockton Affinity, LLC  P.O. Box 874952 Kansas City, MO 64187-4952	<b>CONTACT NAME:</b> Lockton Affinity, LLC <b>PHONE (A/C No. Ext):</b> 877-487-5407 <b>FAX (A/C No):</b> 913-652-7599 <b>E-MAIL ADDRESS:</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Certain Underwriter's at Lloyd's, London <b>NAIC #</b> AA1122000  <b>INSURED</b>  Osprey Federal, LLC & SRT Supply, LLC & Federal Eastern International, LLC. 4320 Deerwood Lake Parkway Ste 101-46  Jacksonville, FL 32216  <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
---	--

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

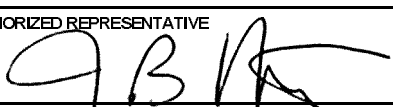
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>		L201734553	06/01/2017	06/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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

The NAIC number shown above is the Alien Insurer Identification Number (AIIN) assigned by the National Association of Insurance Commissioners (NAIC)

## CERTIFICATE HOLDER

2452749  City of Pembroke Pines  601 City Center Way  Pembroke Pines, FL 33025	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Contract Performance Report Card

Vendor Name:

SRT Supply

Contract Purpose:

Body Armor for Police Department

<u>Rating Categories</u>	<u>Maximum Points</u>	<u>Department Head Rating</u>										
1. Work Completed on time	25	25										
2. Quality of Work	30	30										
3. Are all requirements of the contract being met	25	25										
4. Department overall satisfaction	20	20										
	<u>100</u>	<u>100</u>										
<table><tr><td>A =</td><td>100 - 90</td></tr><tr><td>B =</td><td>89 - 80</td></tr><tr><td>C =</td><td>79 - 70</td></tr><tr><td>D =</td><td>69 - 60</td></tr><tr><td>F =</td><td>59 - 0</td></tr></table>			A =	100 - 90	B =	89 - 80	C =	79 - 70	D =	69 - 60	F =	59 - 0
A =	100 - 90											
B =	89 - 80											
C =	79 - 70											
D =	69 - 60											
F =	59 - 0											

Recommend Renewal?

Yes

Yes

No

Department Comments:

Our SRT Supply representative Richard Haddad has been an outstanding representative . He stays on top of orders and insures that the orders are completed correctly and in a timely manner. He is easy to reach and always shows up when there is a problem. Richard's knowledge and experience in new technology and equipment provides departments with real life feedback or recommendations on equipment being researched. For the past 7 years we have had a great working relationship with SRT Supply and hope to continue the trend.

Sergeant Javier Diaz

Department Head