

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: June 17, 2025

Presenter's Name and Title: Jinsheng (Jin) Huo, Ph.D., P.E., BCEE, Assistant Director of Utilities, on behalf of the Utilities Department, and Alicia Ayum, Director of Procurement on behalf of the Procurement Department

Prepared By: Shaun Persad, Utilities Service Manager

Temp. Reso. Number: 8411

Item Description: Temp. Reso. #R8411, APPROVING THE THIRD AMENDMENT TO THE SECURITY GUARD SERVICES AGREEMENT BETWEEN CITY OF MIRAMAR AND BRIGHT LIGHT SECURITY SERVICES, LLC; APPROVING THE PURCHASE OF ADDITIONAL SECURITY GUARD SERVICES IN THE AMOUNT OF \$146,190.00 AT THE THREE TREATMENT PLANTS MAINTAINED AND MANAGED BY THE UTILITIES DEPARTMENT DURING FISCAL YEAR 2025; AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT. (Assistant Director of Utilities Jinsheng (Jin) Huo and Procurement Director Alicia Ayum)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: N/A

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on ____ in a ____ ad in the ____; by the posting the property on ____ and/or by sending mailed notice to property owners within ____ feet of the property on ____ (fill in all that apply)

Special Voting Requirement – As required by Sec. ____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a ____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funding in the amount of \$146,190.00 is available in the Utilities Account Nos. as follows: 410-55-100-536-000-603455 - \$31,790.00; 410-55-554-533-130-603455 - \$57,200.00 and 410-55-554-533-140-603455 - \$57,200.00 "Security Services"


Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8411**
 - **Exhibit A: Amendment No.3 to Security Guard Services Agreement with Bright Light Security Services LLC.**
- **Attachment(s)**
 - **Attachment 1: Resolution No. 21-124 and Original Agreement**
 - **Attachment 2: Amendments No.1 and No.2 to the Original Agreement**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Francois Domond, P.E., Director of Utilities

DATE: June 11, 2025

RE: Temp. Reso. No. 8411, Amendment No.3 to Security Guard Services Agreement between the City of Miramar and Bright Light Security Services, LLC to provide additional security guard services to the three treatment plants maintained and managed by the Utilities Department.

RECOMMENDATION: The City Manager recommends approval of the third amendment to Security Guard Services Agreement between the City of Miramar and Bright Light Security Services, LLC; approval of the purchase of additional security guard services in the amount of \$146,190.00 at the three treatment plants maintained and managed by the Utilities Department during Fiscal Year 2025.

ISSUE: City Commission approval is required for expenditures exceeding \$75,000 in accordance with City Code Section 2-412(a)(1).

BACKGROUND: On July 7, 2021, by the adoption of Resolution No. 21-124, the City Commission approved the award of Request for Proposals No. 21-01-11, entitled "Security Guard Services" to Bright Light Security Services, LLC. The initial term of the agreement expired on September 30, 2024, and was renewed for the first one-year renewal period to September 30, 2025. The Utilities Department was approved to spend \$70,000 for the services during FY25. The additional security guard coverage will increase the cost by \$146,190.00 for the period June 12, 2025, to September 30, 2025. See breakdown below.

DISCUSSION: The Utilities Department is responsible for the operation and maintenance of the Wastewater Reclamation Facility ("WWRF"), the East Water Treatment Plant ("East WTP") and the West Water Treatment Plant ("West WTP"). However, the City's current

agreement for security guard services only includes security guard services at the WWRF from Monday through Friday, from 7:00 am to 6:00 pm.

The U.S. Department of Homeland Security considers all three treatment plants to be critical infrastructures and recommends that they be protected 24 hours per day/seven days per week/365 days per year. This third amendment will expand the scope of the agreement to provide 24/7 security guard services for all three treatment facilities.

ANALYSIS: Security guard services are needed to ensure that the three critical water and wastewater treatment plants are protected 24 hours per day/seven days per week/365 days per year.

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE THIRD AMENDMENT TO THE SECURITY GUARD SERVICES AGREEMENT BETWEEN THE CITY OF MIRAMAR AND BRIGHT LIGHT SECURITY SERVICES, LLC; APPROVING THE PURCHASE OF ADDITIONAL SECURITY GUARD SERVICES IN THE AMOUNT OF \$146,190.00 AT THE CITY'S THREE TREATMENT PLANTS MAINTAINED AND MANAGED BY THE UTILITIES DEPARTMENT DURING FISCAL YEAR 2025; AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 7, 2021, by the adoption of Resolution No. 21-124, the City Commission approved the award of Request for Proposals No. 21-01-11 (the "RFP"), entitled "Security Guard Services" (the "Services"), to Bright Light Security Services, LLC; and

WHEREAS, on July 7, 2021, the City and Bright Light Security Services, LLC (the "Parties") entered into an agreement for the Services (the "Original Agreement"); and

WHEREAS, the Original Agreement provides for security guard coverage for the City's Wastewater Reclamation Facility ("WWRF"), one of three treatment plants maintained and managed by the Utilities Department, located at 13900 Pembroke Road, Miramar, FL 33027, from Monday to Friday, from 7:00 am to 6:00 pm; and

WHEREAS, the U.S. Department of Homeland Security considers all three facilities to be critical infrastructures and recommends that they be protected 24 hours per day/seven days per week/365 days per year, prompting the need to amend the Reso. No. _____

agreement with Bright Light Security Services, LLC to expand the security guard services to all three treatment plants; and

WHEREAS, in accordance with Section 3-9 Additional Locations of the RFP, the City wishes to amend the contract to provide continuous security guard services at two additional treatment plants managed by the Utilities Department: the West Water Treatment Plant (West-WTP) located at 4100 S. Flamingo Road, Miramar, FL 33027 and the East Water Treatment Plant (East-WTP) located at 2600 SW 66 Terrace, Miramar, FL 33023, and the City also wishes to extend the security guard services at the WWRF to 24 hours per day/seven days per week/365 days per year; and

WHEREAS, the parties agree that the contract will be amended to provide services for 24 hours per day/seven days per week/365 days per year at the WWRF, the West-WTP and the East-WTP, effective June 12, 2025 and through September 30, 2025, in a total amount of \$146,190.00; and

WHEREAS, Section 2-412(a)(1) of the City Code provides that all commodities or services provided by a single vendor in excess of \$75,000 must be formally approved by the City Commission; and

WHEREAS, the City Manager recommends that the City Commission approves the third amendment to Security Guard Services Agreement between the City of Miramar and Bright Light Security Services, LLC for additional security guard services in the amount of \$146,190.00 at the three treatment plants during Fiscal Year 2025; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the third amendment to Security Guard Services Agreement between the City of Miramar and Bright Light Security Services, LLC;

approval of the purchase of additional security guard services in the amount of \$146,190.00 at the three treatment plants during Fiscal Year 2025; and to authorize the City Manager to execute an appropriate agreement in substantial conformity with Exhibit “A,” attached hereto; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the City Commission approves the third amendment to Security Guard Services Agreement between the City of Miramar and Bright Light Security Services, LLC; approval of the purchase of additional security guard services in the amount of \$146,190.00 at the three treatment plants during Fiscal Year 2025.

Section 3: That the City Manager is authorized to execute to the Third Amendment to the Security Guard Services Agreement between City of Miramar and Bright Light Security Services, LLC attached hereto as Exhibit “A,” together with such non-substantial changes as are deemed appropriate by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

Section 5: That this Resolution shall become effective upon adoption.

Temp. Reso. No. 8411

4/17/25

6/10/25

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Maxwell B. Chambers

Commissioner Avril Cherasard

Vice Mayor Yvette Colbourne

Commissioner Carson Edwards

Mayor Wayne M. Messam

Voted



**AMENDMENT NO. 3
TO THE
AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA
AND
BRIGHT LIGHT SECURITY SERVICES, LLC
FOR
SECURITY GUARD SERVICES**

THIS THIRD AMENDMENT (the "Amendment") is made and entered into between the **CITY OF MIRAMAR, FLORIDA**, (the "City"), a Florida municipal corporation, whose place of business is 2300 Civic Center Place, Miramar, Florida 33025

AND

BRIGHT LIGHT SECURITY SERVICES, LLC (the "Provider"), a corporation authorized to conduct business in the State of Florida, whose principal place of business is 3600 South State Road 7, Suite 260, Miramar, FL 33023.

WHEREAS, on July 7, 2021 by the adoption of Resolution No. 21-124, the City Commission approved the award of Request for Proposals No. 21-01-11 (the "RFP"), entitled "Security Guard Services" (the "Services"), to Provider; and

WHEREAS, on July 7, 2021 the City and Provider (the "Parties") entered into an agreement for the Services (the "Original Agreement"); and

WHEREAS, the Original Agreement provides for security guard coverage for the City's Wastewater Reclamation Facility ("WWRF"), one of three facilities managed by the Utilities Department, located at 13900 Pembroke Road, Miramar, FL 33027 from Monday to Friday, 7:00 am to 6:00 pm; and

WHEREAS, in accordance with Section 3-9 of the RFP, Additional Locations, the City wishes to amend the contract to provide services for 24 hours per day/7 days per week at two additional facilities managed by the Utilities Department: the West Water Treatment Plant (West-WTP) located at 4100 S. Flamingo Road, Miramar, FL 33027 and the East Water Treatment Plant (East-WTP) located at 2600 SW 66 Terrace, Miramar, FL 33023; and

WHEREAS, the City also wishes to extend services at the WWRF to 24 hours per day/7 days per week; and

WHEREAS, the Parties agree that the contract will be amended to provide services for 24 hours per day/7 days per week at the WWRF, the West-WTP and the East-WTP, effective June 12, 2025; and

WHEREAS, the Provider has submitted a price proposal for the additional services, incorporated herein as Exhibit "1"; and

WHEREAS, the City has accepted the Provider's price proposal for the additional services.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions provided herein, the Parties agree as follows:

1. The foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Third Amendment.
2. No term of this Amendment may be modified except in writing and executed by all parties to this Amendment.
3. The Original Agreement between the Parties is deemed amended as set forth herein.
4. All other terms and conditions of the Agreement, not inconsistent with this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Third Amendment to the Original Agreement on the respective dates under each signature.

CITY OF MIRAMAR:

BRIGHT LIGHT SECURITY SERVICES, LLC:

By: _____

Dr. Roy L. Virgin
City Manager

By: _____

Maxine Gordon
Owner/Director of Operations

Date: _____

Date: _____

ATTEST:

Denise A. Gibbs, City Clerk

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar, Florida only:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC.

Bright Light Security Services
 3600 S. State Rd. 7, Suite 260
 Miramar, FL 33023 US
 +19544940419
 info@brightlightsecurity.com

**ADDRESS**

Mr SHAUN PERSAUD
 MIRAMAR WASTEWATER
 MAINTENANCE
 2300 Civic Center Place
 Miramar, FL 33025

SHIP TO

Mr SHAUN PERSAUD
 MIRAMAR WASTEWATER
 MAINTENANCE
 13900 Pembroke Rd
 Miramar, FL 33027

Estimate 1015**DATE** 04/07/2025

ACTIVITY	QTY	RATE	AMOUNT
Security Service 1 UNARMED SECURITY OFFICERS 7am-11pm (112 WEEKLY HOURS) HOURS PER DAY, 7 DAYS PER WEEK ESTIMATE FOR JUN 12-SEPTEMBER 30, 2025 West Water Treatment Plant: 4100 Flamingo Rd, Miramar, FL 33027	1,760	21.00	36,960.00
Security Service 1 UNARMED SECURITY OFFICERS 11PM-7AM (56 WEEKLY HOURS) ESTIMATE FOR JUN 12-SEPTEMBER 30, 2025 West Water Treatment Plant: 4100 Flamingo Rd, Miramar, FL 33027	880	23.00	20,240.00
Security Service 1 UNARMED SECURITY OFFICERS 7AM-11PM (112 WEEKLY HOURS) ESTIMATE FOR JUN 12-SEPTEMBER 30, 2025 East Water Treatment Plant: 2600 SW 66th Terrace, Miramar, FL 33023	1,760	21.00	36,960.00
Security Service 1 UNARMED SECURITY OFFICERS 11PM-7AM (56 WEEKLY HOURS) ESTIMATE FOR JUN 12-SEPTEMBER 30, 2025 East Water Treatment Plant: 2600 SW 66th Terrace, Miramar, FL 33023	880	23.00	20,240.00

ACTIVITY	QTY	RATE	AMOUNT
Security Service 1 UNARMED SECURITY OFFICERS LESS CONTRACTED HOURS 7AM-6PM (6PM-11PM-35 WEEKLY HRS) ESTIMATE FOR JUN 12-SEPTEMBER 30, 2025 Waste Water Reclamation Facility: 13900 Pembroke Rd, Miramar, FL 33027	550	21.00	11,550.00
Security Service 1 UNARMED SECURITY OFFICERS 11PM-7AM (56 WEEKLY HOURS) ESTIMATE FOR JUN 12-SEPTEMBER 30, 2025 Waste Water Reclamation Facility: 13900 Pembroke Rd, Miramar, FL 33027	880	23.00	20,240.00
Thank you for your business! We take credit cards, ACH payments and checks may be mailed to: 3600 S State Rd 7, Suite 260, Miramar, FL 33023.	SUBTOTAL		146,190.00
	TAX		0.00
TOTAL			\$146,190.00

Accepted By

Accepted Date

Temp. Reso. No. 7425
6/2/21
6/29/21

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. 21-124

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF REQUEST FOR PROPOSALS NO. 21-01-11, FOR SECURITY GUARD SERVICES AT THE MIRAMAR CULTURAL CENTER ARTSPARK, WASTEWATER RECLAMATION FACILITY, AND THE MULTI-SERVICE COMPLEX TO BRIGHT LIGHT SECURITY SERVICES, LLC; AUTHORIZING THE CITY MANAGER TO EXECUTE A SECURITY GUARD SERVICES AGREEMENT WITH BRIGHT LIGHT SECURITY SERVICES, LLC, FOR AN INITIAL THREE-YEAR TERM WITH THE OPTION TO RENEW FOR TWO ADDITIONAL ONE-YEAR TERMS IN AN ANNUAL AMOUNT NOT-TO-EXCEED \$173,400; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City currently utilizes the services of security guards to provide access control, employee and visitor safety, protection of assets and crowd control at the Wastewater Reclamation Facility, Multi-Service Complex and Miramar Cultural Center Artspark ("City Facilities"); and

WHEREAS, the City's contract with the current provider of security guard services is set to expire on September 30, 2021; and

WHEREAS, the City issued Request for Proposals ("RFP") No. 21-01-11, on February 16, 2021, to solicit qualified firms to provide security guard services; and

WHEREAS, the RFP closed on March 23, 2021, with a total of nine (9) proposals; and

Reso. No. 21-124

Temp. Reso. No. 7425
6/2/21
6/29/21

WHEREAS, a Selection Committee comprised of City staff from the Police, Utilities, Social Services and Cultural Affairs Departments met on April 21, 2021, to review and score the proposals in accordance with the Florida Sunshine Law; and

WHEREAS, the Selection Committee ranked Bright Light Security Services, LLC, as the highest rated responsive and responsible proposer; and

WHEREAS, pursuant to City Code Section 2-412(a)(1), approval of the City Commission is required for purchase or contract for goods or services in excess of \$75,000 from the same vendor in a single fiscal year; and

WHEREAS, the estimated annual value of the contract will be in an amount not-to-exceed \$173,400; and

WHEREAS, the City Manager recommends the award of RFP No. 21-01-11, for the provision of security guard services for the City Facilities, to Bright Light Security Services, LLC, for an initial term of three years with the option to renew for two additional one-year terms in an annual amount not-to-exceed \$173,400; and

WHEREAS, the City Commission deems it in the best interest of the citizens and the residents of the City of Miramar to approve the award of RFP No. 16-12-10, for the provision of security guard services for the City Facilities, to Bright Light Security Services, LLC, for an initial three-year term with the option to renew for two additional one-year terms, and to authorize the City Manager to execute an appropriate agreement with the provider in an annual amount not-to-exceed \$173,400.

Temp. Reso. No. 7425
6/2/21
6/29/21

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
MIRAMAR, FLORIDA AS FOLLOWS:**

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made specific part of this Resolution.

Section 2: That it approves the award of RFP No. 21-01-11, for the provision of security guard services for the City Facilities, to Bright Light Security Services, LLC, for an initial three-year term with the option to renew for two additional one-year terms in an annual amount not-to-exceed \$173,400.

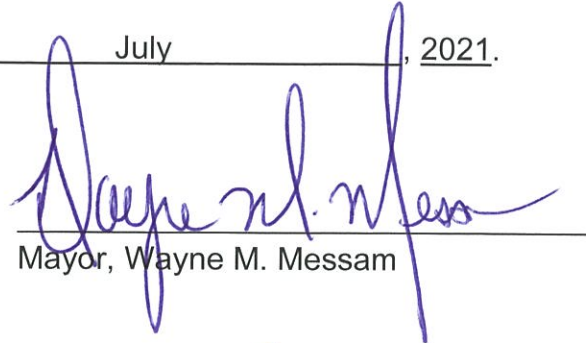
Section 3: That the City Manager is authorized to execute an agreement with Bright Light Security Services, LLC, in the form attached hereto as Exhibit "A", together with any non-substantive changes deemed appropriate by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Temp. Reso. No. 7425
6/2/21
6/29/21

Section 5: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 7th day of July, 2021.



Mayor, Wayne M. Messam



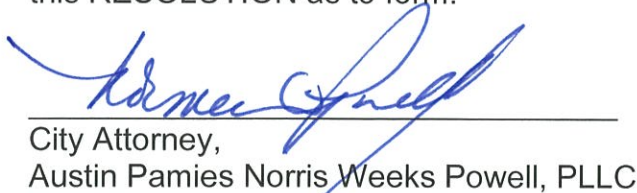
Vice Mayor, Yvette Colbourne

ATTEST:



City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:



City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

<u>Requested by Administration</u>	<u>Voted</u>
Commissioner Winston F. Barnes	Yes
Commissioner Maxwell B. Chambers	Yes
Vice Mayor Yvette Colbourne	Yes
Commissioner Alexandra P. Davis	Yes
Mayor Wayne M. Messam	Yes

SAMPLE AGREEMENT

AGREEMENT

BETWEEN

THE CITY OF MIRAMAR

AND

BRIGHT LIGHT SECURITY SERVICES, LLC

FOR SECURITY GUARD SERVICES

This Agreement is entered into this ____ day of _____, 2021, by and between the City of Miramar, Florida, a Florida municipal corporation (hereinafter referred to as the "City"), and Bright Light Security Services LLC, a Florida corporation with principal business address located at 3600 South State Road 7, Suite 260, Miramar, FL (hereinafter referred to as "Contractor").

WHEREAS, on _____, 2021, the City issued Request for Proposals No. 21-01-11 ("RFP") for Security Guard Services (the "Services"), attached as Exhibit "B"; and

WHEREAS, the Contractor was determined by an Evaluation Committee to be the highest evaluation scoring, responsive and responsible Proposer, and whose Proposal was most advantageous to the City; and

WHEREAS, on _____, 2021, by Resolution _____, the City Commission approved the award of the RFP to Contractor and authorized the negotiation and execution of an appropriate Agreement between Contractor and the City for the provision of the Services, for an initial term of three year(s) with two optional one-year renewal periods.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, the City and Contractor agree as follows:

ARTICLE 1 **RECITALS**

The above recitals are true and correct and are incorporated and made a part of this Agreement.

ARTICLE 2
SCOPE OF SERVICES

2.1 This Agreement is subject to, and Contractor shall provide Services in accordance with the Scope of Services, terms, conditions, and requirements set forth and described in the RFP, the Contractor's Proposal submitted in response thereto as accepted by the City, attached as Exhibit "A," and any subsequently negotiated changes to same, which documents or agreements are incorporated by reference herein. In the case of any conflict between the General Terms and Conditions, the Special Conditions, the Specifications or Scope of Services, the Contract, or any amendment/addendum issued, the order of precedence shall be: the last addendum issued; the Specifications or Scope of Services; the Special Conditions; the General Terms and Conditions, and then the Contract.

2.2 Contractor represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each.

ARTICLE 3
COMPENSATION

3.1 City agrees to pay Contractor at the hourly rated quoted, for services described herein.

3.2 Contractor shall submit periodic invoices for the Services provided to:

City of Miramar
ATTN: Accounts Payable
2300 Civic Center Place
Miramar, FL 33025

The date of the invoice shall not exceed 30 calendar days from the date of acceptance of the Goods and Services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or Services, unless otherwise agreed to. All invoices shall reference the appropriate Contract number, the address where the commodities were delivered or the Services performed, and the corresponding acceptance slip that was signed by an authorized representative of the City when the Goods and/or Services were delivered and accepted. Payment by the City shall be made within 30 days after receipt of Contractor's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the City require one to be performed.

3.3 Services shall be provided to the City in strict accordance with the Scope of Services set forth and described in the RFP. If the Services provided by Contractor do not meet the applicable Scope of Services, Contractor will not receive payment for such nonconforming Services and shall pay the City all fees and/or costs associated with obtaining satisfactory Services.

ARTICLE 4 **TERM OF AGREEMENT**

4.1 The term of this Agreement shall commence on _____, 2021, and shall continue, unless otherwise terminated by the City as provided herein, for three years from that date.

4.2 The City shall have the option, in its sole discretion, of renewing this Agreement for up to two additional one-year terms, subject to mutual agreement as to the price for each option period, which shall be negotiated at least 30 days prior to the end of the term in effect.

4.3 The City's Chief Procurement Officer may authorize up to a 90-day extension of this Agreement in accordance with its terms and conditions, and the City Manager or his/her designee is authorized to extend this Agreement, for operational purposes only, for an additional 90 days, for a maximum of 180 days.

4.4 This Agreement shall be subject to the annual appropriation of funding by the City during its budget process, the failure of which, in the City's sole discretion, may serve as a basis for termination of this Agreement pursuant to Article 8 below, or nonrenewal of this Agreement.

ARTICLE 5 **TERMINATION OF AGREEMENT**

5.1 **Termination for convenience.** The City may terminate this Agreement for convenience by giving Contractor 30 calendar days' written notice. In the event of such termination, Contractor shall be entitled to receive compensation for any Services provided pursuant to this Agreement and to the satisfaction of the City, up through the date of termination. Under no circumstances shall the City make payment for Services nor shall Contractor invoice the City for Services not yet provided.

5.2 **Termination for cause.** This Agreement may be terminated by either party upon 5 calendar days' written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Contractor abandons this Agreement or causes it to be terminated by the City, Contractor shall indemnify the City against losses pertaining to this termination. In the event that this Contract is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination

for convenience under Section 5.1 of this Agreement, and the provisions of Section 5.1 shall apply.

5.3 Return of City equipment. Upon termination of this Agreement, Contractor shall return all City equipment to the City.

5.4 Survival. The termination of this Agreement under Section 5.1 or 5.2 shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement.

ARTICLE 6 **INDEPENDENT CONTRACTOR**

Contractor has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor, its officers, employees, or agents, shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Contractor, its officers, employees, or agents, and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the City under this Agreement. Services provided by Contractor shall be provided by employees of Contractor subject to supervision by Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Contractor. Contractor shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

ARTICLE 7 **INDEMNIFICATION**

7.1 Contractor shall indemnify, defend and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom arising out of any errors, omissions, misconduct or negligent acts of Contractor, its respective officials, agents, employees or Subcontractors in the Contractor's performance of Services pursuant to this Agreement.

7.2 Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

ARTICLE 8
NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.

ARTICLE 9
INSURANCE

9.1 **INSURANCE** - For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Proposer shall maintain commercial general, automobile (where applicable), workers' compensation, and professional liability insurance in an amount acceptable to the City's Risk Manager.

9.2 **Minimum Limits of Insurance** - Proposers shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

1. ***Commercial General Liability Insurance***

\$1,000,000 Each Occurrence (\$2,000,000 General Aggregate)
\$2,000,000 Products and Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury

2. ***Automobile Liability***

\$1,000,000 Combined Single Limit per Accident **NOTE : No aggregate**

3. ***Workers Compensation and Employers Liability***

\$1,000,000 Each Accident/\$1,000,000 Each Employee for Injury by
Disease/\$1,000,000 Aggregate for Injury by Disease **NOTE : No aggregate**

9.3 **Required Insurance Endorsements** - The City requires the following insurance endorsements:

1. **ADDITIONAL INSURED** - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Services provided by or on behalf of the Contractor.
2. **WAIVERS OF SUBROGATION** - Proposer agrees to waive all rights of subrogation by policy endorsement against the City for loss, damage, claims, suits or demands, regardless of how caused:

- a. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Proposer or the Proposer's employees, agents or Subcontractors; and
- b. To the extent such loss, damage, claims, suits, or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Proposer.

This waiver shall apply to all first-party property, equipment, vehicle and workers' compensation claims, and all third-party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Proposer agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Proposer further agrees to hold harmless and indemnify the City for any loss or expense incurred as a result of Proposer's failure to obtain such waivers of subrogation from Proposer's insurers.

This Agreement shall not be deemed approved until the Proposer has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as additional insured in all of Proposer's liability insurance policies. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

9.4 ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Proposer's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Proposer shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

9.5 All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days' written notice has been given to the City by certified mail.

ARTICLE 10 **MISCELLANEOUS**

10.1 Contractor shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

10.2 Precautions shall be exercised at all times for the protection of persons and property. Contractor and all Subcontractors shall conform to all OSHA, federal, state,

county, and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of failure to comply with these requirements shall be borne solely by Contractor responsible for the same.

10.3 Contractor understands and agrees that any information, document, report or any other material whatsoever which is given to Contractor by the City, or which is otherwise obtained or prepared by Contractor pursuant to or under the terms of this Agreement, is and shall at all times remain the property of the City. Contractor agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the City, which may be withheld or conditioned by the City in its sole discretion.

10.4 Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right, at its discretion, to terminate the Agreement without liability, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

10.5 Contractor understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

ARTICLE 11

AUDIT AND INSPECTION RIGHTS

11.1 The City may, at reasonable times, and for a period of up to three years following the date of final performance of Services by Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

11.2 The City may, at reasonable times during the term hereof, perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms of this Agreement. Contractor shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

ARTICLE 12
AGREEMENT, AMENDMENTS AND ASSIGNMENT

12.1 This Agreement constitutes the entire agreement between Contractor and the City, and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth or incorporated into this Agreement are of no force and effect.

12.2 No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality as this Agreement.

12.3 Contractor shall not transfer or assign the performance of Services called for in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

ARTICLE 13
GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

ARTICLE 14
NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR:

FOR CITY:

City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115
Facsimile: (954) 602-XXXX

With A Copy to:

Austin Pamies Norris Weeks Powell, PLLC
401 NW 7th Avenue
Fort Lauderdale, Florida 33311
Telephone: (954) 768-9770
Facsimile: (954) 768-9790

ARTICLE 15
NON-DISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied Services, or be subject to discrimination under any provision of this Agreement.

ARTICLE 16
PUBLIC RECORDS

- A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:
1. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
 2. Upon request by CITY's records custodian, provide CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, daqibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

- B. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

ARTICLE 17

SCRUTINIZED COMPANIES

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above stated contracting prohibitions then they shall become inoperative.

ARTICLE 18 **E-VERIFY REQUIREMENT**

In accordance with Florida Statutes §448.095, the Contractor, prior to Commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

ARTICLE 19 **HEADINGS, CONFLICT OF PROVISIONS,** **WAIVER OR BREACH OF PROVISIONS**

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

Temp. Reso. No. 7425
6/2/21
6/29/21

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. 21-124

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF REQUEST FOR PROPOSALS NO. 21-01-11, FOR SECURITY GUARD SERVICES AT THE MIRAMAR CULTURAL CENTER ARTSPARK, WASTEWATER RECLAMATION FACILITY, AND THE MULTI-SERVICE COMPLEX TO BRIGHT LIGHT SECURITY SERVICES, LLC; AUTHORIZING THE CITY MANAGER TO EXECUTE A SECURITY GUARD SERVICES AGREEMENT WITH BRIGHT LIGHT SECURITY SERVICES, LLC, FOR AN INITIAL THREE-YEAR TERM WITH THE OPTION TO RENEW FOR TWO ADDITIONAL ONE-YEAR TERMS IN AN ANNUAL AMOUNT NOT-TO-EXCEED \$173,400; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City currently utilizes the services of security guards to provide access control, employee and visitor safety, protection of assets and crowd control at the Wastewater Reclamation Facility, Multi-Service Complex and Miramar Cultural Center Artspark ("City Facilities"); and

WHEREAS, the City's contract with the current provider of security guard services is set to expire on September 30, 2021; and

WHEREAS, the City issued Request for Proposals ("RFP") No. 21-01-11, on February 16, 2021, to solicit qualified firms to provide security guard services; and

WHEREAS, the RFP closed on March 23, 2021, with a total of nine (9) proposals; and

Reso. No. 21-124

Temp. Reso. No. 7425
6/2/21
6/29/21

WHEREAS, a Selection Committee comprised of City staff from the Police, Utilities, Social Services and Cultural Affairs Departments met on April 21, 2021, to review and score the proposals in accordance with the Florida Sunshine Law; and

WHEREAS, the Selection Committee ranked Bright Light Security Services, LLC, as the highest rated responsive and responsible proposer; and

WHEREAS, pursuant to City Code Section 2-412(a)(1), approval of the City Commission is required for purchase or contract for goods or services in excess of \$75,000 from the same vendor in a single fiscal year; and

WHEREAS, the estimated annual value of the contract will be in an amount not-to-exceed \$173,400; and

WHEREAS, the City Manager recommends the award of RFP No. 21-01-11, for the provision of security guard services for the City Facilities, to Bright Light Security Services, LLC, for an initial term of three years with the option to renew for two additional one-year terms in an annual amount not-to-exceed \$173,400; and

WHEREAS, the City Commission deems it in the best interest of the citizens and the residents of the City of Miramar to approve the award of RFP No. 16-12-10, for the provision of security guard services for the City Facilities, to Bright Light Security Services, LLC, for an initial three-year term with the option to renew for two additional one-year terms, and to authorize the City Manager to execute an appropriate agreement with the provider in an annual amount not-to-exceed \$173,400.

Temp. Reso. No. 7425
6/2/21
6/29/21

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
MIRAMAR, FLORIDA AS FOLLOWS:**

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made specific part of this Resolution.

Section 2: That it approves the award of RFP No. 21-01-11, for the provision of security guard services for the City Facilities, to Bright Light Security Services, LLC, for an initial three-year term with the option to renew for two additional one-year terms in an annual amount not-to-exceed \$173,400.

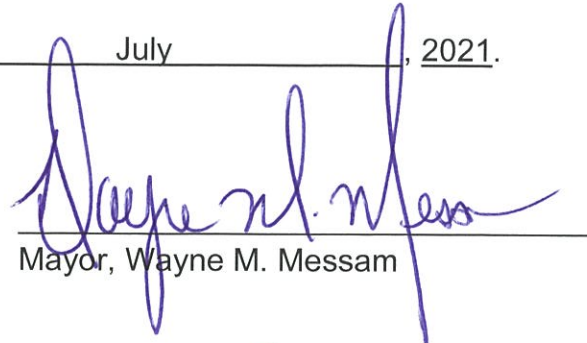
Section 3: That the City Manager is authorized to execute an agreement with Bright Light Security Services, LLC, in the form attached hereto as Exhibit “A”, together with any non-substantive changes deemed appropriate by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Temp. Reso. No. 7425
6/2/21
6/29/21

Section 5: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 7th day of July, 2021.



Mayor, Wayne M. Messam



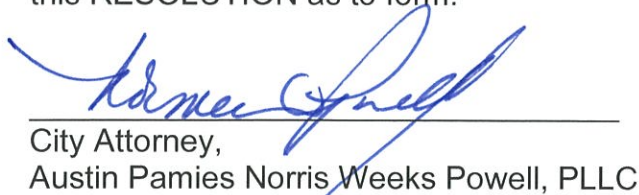
Vice Mayor, Yvette Colbourne

ATTEST:



City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:



City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

<u>Requested by Administration</u>	<u>Voted</u>
Commissioner Winston F. Barnes	Yes
Commissioner Maxwell B. Chambers	Yes
Vice Mayor Yvette Colbourne	Yes
Commissioner Alexandra P. Davis	Yes
Mayor Wayne M. Messam	Yes

SAMPLE AGREEMENT

AGREEMENT

BETWEEN

THE CITY OF MIRAMAR

AND

BRIGHT LIGHT SECURITY SERVICES, LLC

FOR SECURITY GUARD SERVICES

This Agreement is entered into this ____ day of _____, 2021, by and between the City of Miramar, Florida, a Florida municipal corporation (hereinafter referred to as the "City"), and Bright Light Security Services LLC, a Florida corporation with principal business address located at 3600 South State Road 7, Suite 260, Miramar, FL (hereinafter referred to as "Contractor").

WHEREAS, on _____, 2021, the City issued Request for Proposals No. 21-01-11 ("RFP") for Security Guard Services (the "Services"), attached as Exhibit "B"; and

WHEREAS, the Contractor was determined by an Evaluation Committee to be the highest evaluation scoring, responsive and responsible Proposer, and whose Proposal was most advantageous to the City; and

WHEREAS, on _____, 2021, by Resolution _____, the City Commission approved the award of the RFP to Contractor and authorized the negotiation and execution of an appropriate Agreement between Contractor and the City for the provision of the Services, for an initial term of three year(s) with two optional one-year renewal periods.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, the City and Contractor agree as follows:

ARTICLE 1 **RECITALS**

The above recitals are true and correct and are incorporated and made a part of this Agreement.

ARTICLE 2
SCOPE OF SERVICES

2.1 This Agreement is subject to, and Contractor shall provide Services in accordance with the Scope of Services, terms, conditions, and requirements set forth and described in the RFP, the Contractor's Proposal submitted in response thereto as accepted by the City, attached as Exhibit "A," and any subsequently negotiated changes to same, which documents or agreements are incorporated by reference herein. In the case of any conflict between the General Terms and Conditions, the Special Conditions, the Specifications or Scope of Services, the Contract, or any amendment/addendum issued, the order of precedence shall be: the last addendum issued; the Specifications or Scope of Services; the Special Conditions; the General Terms and Conditions, and then the Contract.

2.2 Contractor represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each.

ARTICLE 3
COMPENSATION

3.1 City agrees to pay Contractor at the hourly rated quoted, for services described herein.

3.2 Contractor shall submit periodic invoices for the Services provided to:

City of Miramar
ATTN: Accounts Payable
2300 Civic Center Place
Miramar, FL 33025

The date of the invoice shall not exceed 30 calendar days from the date of acceptance of the Goods and Services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or Services, unless otherwise agreed to. All invoices shall reference the appropriate Contract number, the address where the commodities were delivered or the Services performed, and the corresponding acceptance slip that was signed by an authorized representative of the City when the Goods and/or Services were delivered and accepted. Payment by the City shall be made within 30 days after receipt of Contractor's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the City require one to be performed.

3.3 Services shall be provided to the City in strict accordance with the Scope of Services set forth and described in the RFP. If the Services provided by Contractor do not meet the applicable Scope of Services, Contractor will not receive payment for such nonconforming Services and shall pay the City all fees and/or costs associated with obtaining satisfactory Services.

ARTICLE 4 **TERM OF AGREEMENT**

4.1 The term of this Agreement shall commence on _____, 2021, and shall continue, unless otherwise terminated by the City as provided herein, for three years from that date.

4.2 The City shall have the option, in its sole discretion, of renewing this Agreement for up to two additional one-year terms, subject to mutual agreement as to the price for each option period, which shall be negotiated at least 30 days prior to the end of the term in effect.

4.3 The City's Chief Procurement Officer may authorize up to a 90-day extension of this Agreement in accordance with its terms and conditions, and the City Manager or his/her designee is authorized to extend this Agreement, for operational purposes only, for an additional 90 days, for a maximum of 180 days.

4.4 This Agreement shall be subject to the annual appropriation of funding by the City during its budget process, the failure of which, in the City's sole discretion, may serve as a basis for termination of this Agreement pursuant to Article 8 below, or nonrenewal of this Agreement.

ARTICLE 5 **TERMINATION OF AGREEMENT**

5.1 **Termination for convenience.** The City may terminate this Agreement for convenience by giving Contractor 30 calendar days' written notice. In the event of such termination, Contractor shall be entitled to receive compensation for any Services provided pursuant to this Agreement and to the satisfaction of the City, up through the date of termination. Under no circumstances shall the City make payment for Services nor shall Contractor invoice the City for Services not yet provided.

5.2 **Termination for cause.** This Agreement may be terminated by either party upon 5 calendar days' written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Contractor abandons this Agreement or causes it to be terminated by the City, Contractor shall indemnify the City against losses pertaining to this termination. In the event that this Contract is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination

for convenience under Section 5.1 of this Agreement, and the provisions of Section 5.1 shall apply.

5.3 Return of City equipment. Upon termination of this Agreement, Contractor shall return all City equipment to the City.

5.4 Survival. The termination of this Agreement under Section 5.1 or 5.2 shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement.

ARTICLE 6 **INDEPENDENT CONTRACTOR**

Contractor has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor, its officers, employees, or agents, shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Contractor, its officers, employees, or agents, and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the City under this Agreement. Services provided by Contractor shall be provided by employees of Contractor subject to supervision by Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Contractor. Contractor shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

ARTICLE 7 **INDEMNIFICATION**

7.1 Contractor shall indemnify, defend and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom arising out of any errors, omissions, misconduct or negligent acts of Contractor, its respective officials, agents, employees or Subcontractors in the Contractor's performance of Services pursuant to this Agreement.

7.2 Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

ARTICLE 8
NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.

ARTICLE 9
INSURANCE

9.1 **INSURANCE** - For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Proposer shall maintain commercial general, automobile (where applicable), workers' compensation, and professional liability insurance in an amount acceptable to the City's Risk Manager.

9.2 **Minimum Limits of Insurance** - Proposers shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

1. ***Commercial General Liability Insurance***

\$1,000,000 Each Occurrence (\$2,000,000 General Aggregate)
\$2,000,000 Products and Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury

2. ***Automobile Liability***

\$1,000,000 Combined Single Limit per Accident **NOTE : No aggregate**

3. ***Workers Compensation and Employers Liability***

\$1,000,000 Each Accident/\$1,000,000 Each Employee for Injury by
Disease/\$1,000,000 Aggregate for Injury by Disease **NOTE : No aggregate**

9.3 **Required Insurance Endorsements** - The City requires the following insurance endorsements:

1. **ADDITIONAL INSURED** - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Services provided by or on behalf of the Contractor.
2. **WAIVERS OF SUBROGATION** - Proposer agrees to waive all rights of subrogation by policy endorsement against the City for loss, damage, claims, suits or demands, regardless of how caused:

EXHIBIT "A"

- a. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Proposer or the Proposer's employees, agents or Subcontractors; and
- b. To the extent such loss, damage, claims, suits, or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Proposer.

This waiver shall apply to all first-party property, equipment, vehicle and workers' compensation claims, and all third-party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Proposer agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Proposer further agrees to hold harmless and indemnify the City for any loss or expense incurred as a result of Proposer's failure to obtain such waivers of subrogation from Proposer's insurers.

This Agreement shall not be deemed approved until the Proposer has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as additional insured in all of Proposer's liability insurance policies. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

9.4 ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Proposer's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Proposer shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

9.5 All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days' written notice has been given to the City by certified mail.

ARTICLE 10 **MISCELLANEOUS**

10.1 Contractor shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

10.2 Precautions shall be exercised at all times for the protection of persons and property. Contractor and all Subcontractors shall conform to all OSHA, federal, state,

county, and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of failure to comply with these requirements shall be borne solely by Contractor responsible for the same.

10.3 Contractor understands and agrees that any information, document, report or any other material whatsoever which is given to Contractor by the City, or which is otherwise obtained or prepared by Contractor pursuant to or under the terms of this Agreement, is and shall at all times remain the property of the City. Contractor agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the City, which may be withheld or conditioned by the City in its sole discretion.

10.4 Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right, at its discretion, to terminate the Agreement without liability, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

10.5 Contractor understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

ARTICLE 11

AUDIT AND INSPECTION RIGHTS

11.1 The City may, at reasonable times, and for a period of up to three years following the date of final performance of Services by Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

11.2 The City may, at reasonable times during the term hereof, perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms of this Agreement. Contractor shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

ARTICLE 12
AGREEMENT, AMENDMENTS AND ASSIGNMENT

12.1 This Agreement constitutes the entire agreement between Contractor and the City, and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth or incorporated into this Agreement are of no force and effect.

12.2 No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality as this Agreement.

12.3 Contractor shall not transfer or assign the performance of Services called for in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

ARTICLE 13
GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

ARTICLE 14
NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR:

FOR CITY:

City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115
Facsimile: (954) 602-XXXX

With A Copy to:

Austin Pamies Norris Weeks Powell, PLLC
401 NW 7th Avenue
Fort Lauderdale, Florida 33311
Telephone: (954) 768-9770
Facsimile: (954) 768-9790

ARTICLE 15
NON-DISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied Services, or be subject to discrimination under any provision of this Agreement.

ARTICLE 16
PUBLIC RECORDS

- A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:
1. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
 2. Upon request by CITY's records custodian, provide CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

EXHIBIT "A"

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

- B. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

ARTICLE 17 **SCRUTINIZED COMPANIES**

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above stated contracting prohibitions then they shall become inoperative.

ARTICLE 18

E-VERIFY REQUIREMENT

In accordance with Florida Statutes §448.095, the Contractor, prior to Commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

ARTICLE 19

HEADINGS, CONFLICT OF PROVISIONS,

WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

ARTICLE 20
SEVERABILITY

If any provision of this Agreement or the 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.

ARTICLE 21
SURVIVAL

All representations and other relevant provisions herein shall survive and continue in full force and effect upon termination of this Agreement.

ARTICLE 22
ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

ARTICLE 23
JOINT PREPARATION

Contractor and the City acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

ARTICLE 24
COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar, and by the Contractor, by and through its _____, attested to and duly authorized to execute same.

CITY

ATTEST:

CITY OF MIRAMAR

Denise A. Gibbs, City Clerk

By: _____
Vernon E. Hargray,
City Manager

This day ____ of _____, 2021.

Approved as to form and legal sufficiency for the
use of and reliance by the city of Miramar only:

Austin Pamies Norris Weeks Powell, PLLC
City Attorney.

CONTRACTOR

WITNESSES:

CONTRACTOR:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Signature: _____

Title: _____

Print Name: _____

Date: _____

REQUEST FOR PROPOSALS (CITY OF MIRAMAR)
SECURITY GUARDS SERVICES
RFP No: 21-01-11



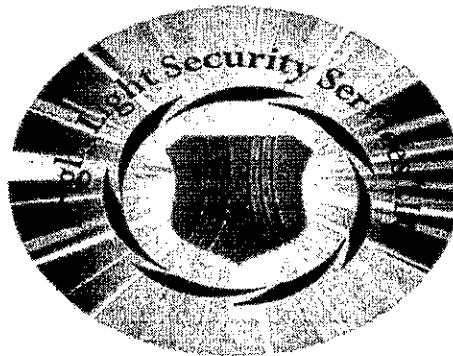
REQUEST FOR PROPOSALS
SECURITY GUARD SERVICES

RFP NO. 21-01-11

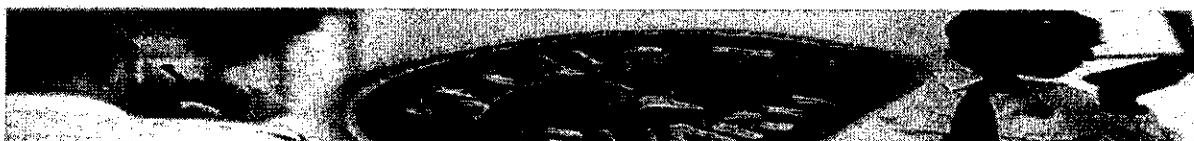
THE CITY OF MIRAMAR CITY COMMISSION

DATE ISSUED: FEBRUARY 16, 2021

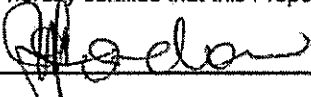
CLOSING DATE AND TIME: TUESDAY, MARCH 23, 2021 AT
2:00 P.M. EST



BID PACKAGE FOR:
BRIGHT LIGHT SECURITY SERVICES LLC
3600 SOUTH STATE RD 7
SUITE 260
MIRAMAR, FL 33023
(954) 494-0419



PROPOSAL COVER SHEET AND SIGNATURE FORM RFP No. 21-01-11 (Pre-Tab1)

PROPOSER'S NAME (Name of firm, entity, or organization): BRIGHT LIGHT SECURITY SERVICES LLC	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: 47-3249665	
NAME AND TITLE OF PROPOSER'S CONTACT PERSON:	
Name: MAXINE M. GORDON	Title: CEO/DIRECTOR OF OPER.
MAILING ADDRESS:	
Street Address: 3600 S STATE RD 7, SUITE 260	
City, State, Zip: MIRAMAR, FL 33023	
TELEPHONE: (954) 494-0419	FAX: ()
PROPOSER'S ORGANIZATION STRUCTURE:	EMAIL: info@brightlightsecurity.com
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (explain):	
IF CORPORATION:	
Date Incorporated/Organized: 02/18/2015	
State of Incorporation/Organization: FLORIDA	
States registered in as foreign Corporation:	
PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT IS SOUGHT THROUGH THIS SOLICITATION: SECURITY GUARD TRAINING	
LIST NAMES OF PROPOSER'S SUBCONTRACTORS AND/OR SUBCONTRACTORS FOR THIS PROJECT: NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT	
PROPOSER'S AUTHORIZED SIGNATURE:	
The undersigned hereby certifies that this Proposal is submitted in response to this Solicitation.	
Signed by: 	Date: 3/11/2021
Print name: MAXINE M GORDON	Title: CEO/DIRECTOR OF OPERATIONS

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

REQUEST FOR PROPOSALS (CITY OF MIRAMAR)
SECURITY GUARDS SERVICES
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TAB 1

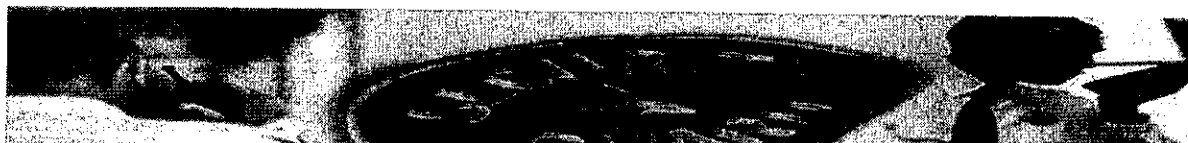
EXECUTIVE SUMMARY

Bright Light Security Services, LLC is licensed to provide armed and unarmed security guard services to commercial, residential, government, industrial properties and events in the state of Florida. We are made up of a team of licensed, well-trained and experienced administrative staff and officers who display a level of professionalism that is second to no other company. The company is a certified woman and minority owned establishment.

We warrant that our services shall be performed by personnel possessing competency consistent with applicable industry standards, who are licensed by the **FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES LICENSING DIVISION**; as stipulated by Section 493.6303(4), Florida Statutes (Supp. 1994) and have prior to appointment for employment at our company, been subjected to a comprehensive character background investigation and personal interview. This process ensures that applicants meet stringent standards and qualifications. Our security officer background investigation process is designed to ensure that we only employ security officers who meet our exacting employment criteria, contract specifications and regulatory requirements.

Bright Light Security Services LLC endeavors to provide its client with professional, skilled, and well trained officers in order to protect your brand and property alike, hence, we offer a comprehensive training program in customer service in order to further enrich our staff and empower them personally and professionally. This training is conducted by one of the owners, Maxine Gordon, who has a master's degree in management and over 25 years of experience, training and managing a large staff force.

We utilizes a workforce management system by **Security Online Solutions, SOS**. This system allows our managers to access and view reports in real time, track employees through a GPS Tour Tracking system and GPS based attendance clock. This system utilizes a shift activity reporting module that allows our security officers to document their activities during the shift with paperless reporting. Even though our company embraces technology, we also use paper tracking, reporting and logging if the system fails and if the client prefers such a medium.



REQUEST FOR PROPOSALS (CITY OF MIRAMAR)
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Bright Light Security Services LLC is proud to have its own State of Florida approved and licensed training academy (**License # DS 1600030**). We produce many well trained security officers for other security companies and our company alike. As of June 1, 2019, forty two (**42**) **hours of training** is required by Section 493.6303(4), Florida Statutes (Supp. 1994).

Most of our officers are also trained in CPR/AED & First Aid Training, Handcuff/Baton, OC (Pepper Spray), Self-defense and Protective Action Response (PAR). They are also given a refresher course in the Class D Security Training (if they did not originally receive their D Class license training through our training academy). All this is offered to our officers free of charge through our state licensed training facility, regulated under the provisions of Chapter 493, and is done on an ongoing basis as required.

Since 2015 when we started doing business, we have worked with extremely large organizations that gave us a chance based on our promise and proposal to provide experienced and well trained guards and they have had no regrets. The company has never lost a contract unless the service is no longer required or because the project has ended. *Our company made a decision to practice "Capacity Management" where we limit the number of accounts to a certain level or only bid on projects we have the capacity to manage, so that we can be efficient and effective to our clients.*

Vision Statement:

Bright Light Security Services, LLC works diligently daily to become a leading provider of excellent security services in our region for our clients and a great company for our employees.

Mission Statement:

We are dedicated to providing excellent security services to clients, through our unique brand of quality care, customer service excellence, and integrity in all our operations.



REQUEST FOR PROPOSALS (CITY OF MIRAMAR)
SECURITY GUARDS SERVICES
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Core Values

Integrity...Always conduct ourselves with the highest level of integrity in everything we do, every time!

Professionalism.....Conforming to the ethical standards of our profession through our attire and mannerism.

Service.....Being excellent at all times by doing it right the first time.

Commitment to Client.....Foster lasting relationships and keep communications open

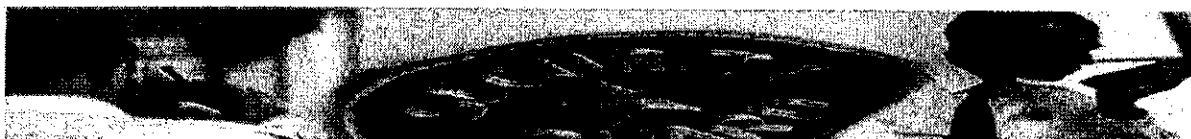
Dedication to Employees.....Value our employees by treating them with respect

Community...Give of ourselves to our community and citizens

MINIMAL QUALIFICATIONS

Bright Light Security Services LLC, is willing and capable to carry out the requirements of this RFP. We are licensed to provide armed and unarmed security guard services. Bright Light Security Services LLC is six (6) years old and was established on February 18, 2015, in the beautiful City of Miramar. Our company is licensed by the *FLORIDA DEPARTMENT OF AGRICULTURE, DIVISION OF LICENSING*, as a 'Security Agency (Lic. # *B 1500060*)', and additionally, in 2016 as a 'Training Facility' (Lic. *DS 1600030*). We have worked with extremely large organizations that gave us a chance based on our promise and proposal to provide experienced and well trained guards and they have had no regrets. We have also provided many well trained guards to other mega security agencies and industry leaders, who look to our training facility for quality trained security officers. The company has also never lost a contract unless the service is no longer required or because the project has ended.

In October 2019, The City of Miramar, through its ***Business Inclusion Diversity Program, BID***, and one of its innovative programs to boost small businesses within the city walls, trained one of the owners of our company, Maxine Gordon, in a series of Florida Department of Transportation (FDOT) Approved Temporary Traffic Control courses from flagger to advance, enabling the company to train temporary traffic control flaggers. This will be a plus for City of Miramar if we are awarded this contract as we are not just only capable to provide professional and trained security officers, but also train them in our training facility for flagging and provide temporary traffic control flaggers training to other personnel for future events that the City may have that warrant the use of temporary traffic control personnel.



REQUEST FOR PROPOSALS (CITY OF MIRAMAR)
SECURITY GUARDS SERVICES
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BLSS is a certified MINORITY/WOMAN OWNED BUSINESS/MWBE. We are a Florida Limited Liability Company located at:

3600 S. State Rd 7,

Suite 260,

Miramar, FL 33023.

Tel: 954-494-0419

Email: info@brightlightsecurity.com

Web: www.brightlightsecurity.com

Principals:

Maxine M. Gordon 786-493-0770

Everald A. Gordon 786-338-1000

Our company believes in efficiency. A large part of being efficient in the security industry is what our company refers to as '**Capacity Management**'. Bright Light Security Services effectively manages its clients' accounts by only taking on projects it has the capacity to manage, unlike most mega security companies where each client is just another one in their portfolio and they are unable to fully staff and efficiently manage these accounts.

If we are given the opportunity by way of this RFP to secure your organization, our company guarantees providing the City of Miramar with some of the best trained and professional officers and capable administrative personnel that the Miramar Commission will appreciate.



REQUEST FOR PROPOSALS (CITY OF MIRAMAR)
SECURITY GUARDS SERVICES
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TAB 2

EXPERIENCE AND EXPERTISE

Bright Light Security Services LLC is a woman owned, small business enterprise, certified by the State of Florida, Broward County, tri-counties Dade, Broward and West Palm Beach School Boards and Broward College. We have been doing business in the City of Miramar since February, 2015. Bright Light Security Services has been doing business with many different organizations and recently acquired six (6) government contracted agencies that also service the State of Florida Unemployment office and employees (CareerSource South Florida), who are very pleased with our work and professionalism, as they graciously provided one of our references. They have remarked to us that for the first time in the history of using security guard agencies, they have not received any complaints from their center managers about our services. We pride ourselves with professionalism, well trained guards and heavy supervision. We communicate frequently with all our clients to get feed backs, so that we are able to replace a guard, change methodology or adjust to requested changes by our clients.

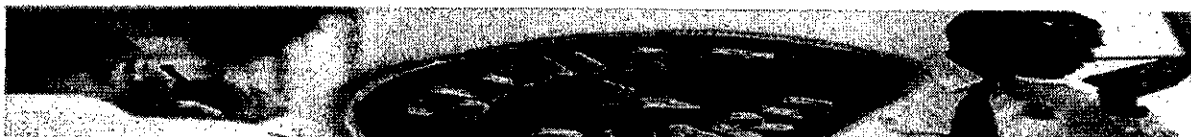
Some of our clients are:



REQUEST FOR PROPOSALS (CITY OF MIRAMAR)
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- 1) **CareerSource South Florida.** Our company started to provide services for six of their locations in Miami-Dade County. We service the Homestead, Perrine, North Miami, Carol City, North Miami Beach and Opa Locka locations which are the most challenging offices in Miami. Our company was fully prepared for the challenge as through our expert trainers, Maxine Gordon and Malcolm Staples, we were fully prepared to equip all our officers with the necessary insights as to how to deal with the 'challenging' clientele that this customer services.
Contact person: Leroy Garcia- Leroy.Garcia@careersourcesfl.com
- 2) **Creighton Construction Management Company.** This company is responsible for the construction of most of the 7/11 Service Stations nationwide. We provide security service for most of the 7/11 construction projects in the South Florida Region. Bright Light Security Services LLC, has been in contract with this company since September 2015. They are really pleased with our professionalism, guard services and our 24/7 access to LIVE customer service and same day service capability that we provide.
Contact person: Annette Davis-ADavis@creightondev.com-239-210-0455
- 3) **Intracoastal Towers Condominium.** In 2017, we were contracted by Belfor Reconstruction Company to provide 2 guard post 24 hour fire-watch services for this 15 story condominium located in Pompano Beach that was unfortunately ravaged by fire. We also provided armed and unarmed services for 2 guards post, 24 hour service during reconstruction. There were other security company brought onsite by other sub-contractors due to some of their insurance requirements. The board observed how professional our security officers operated and how easily they were able to communicate with our office. The board and residents were pleased with our services, so they retained our company after the reconstruction for daily patrol service.
Contact person: Maria Hamilothoris-mexh1@aol.com-954-609-9161
- 4) **Extra Space Storage Facilities (Dade, Broward and West Palm Beach)**
We are on speed dial by all their regional directors for unforeseen security needs and risk assessments at most of their sites spanning through the tri-county area. We provide service most of the time in less than 4 hours for multiple locations at a time. We are sometimes engaged by 5 or more different facilities simultaneously.
Contact person: Tina Uribe-TUribe@extraspaces.com-561-254-3112



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- 5) Youfit Gym Miami Gardens-** We have been providing security guard services for the popular gym since 2017. Our guards are charged with patrolling the parking lot of the gym and inside gym, where at times, our officer have to engage in de-escalation and diffusion of heated arguments between patrons and staff, provide a visible presence to deter thieves in the parking lot. The presence of our officers at the gym gives the patrons some level of comfort.

Contact person: Daleon Kassarie, SHRM-CP-dkassarie@youfit.com-954-642-5200

- 6) Florida International Academy (Charter School).** We provided service to this Miami Dade Public Charter Schools since June 2015 until the Stoneman Douglas shooting, when police service was required. The guard's duty was access control, patrolling, and traffic flow control. The administrators are really pleased with how well trained our guards are in customer service and security services based on how they interact with students, parents, teachers, staff members and visitors alike.

School is closed.

- 7) Beacon College Prep (Charter School).** We provided service to this Miami Dade Public Charter Schools since June 2015 until the Stoneman Douglas shooting, when police service was required. The guard's duty was access control, patrolling, and traffic flow control. The administrators are really pleased with how well trained our guards are in customer service and security services based on how they interact with students, parents, teachers, staff members and visitors alike.

Contact person: Patrick Evans-pevans@beaconpride.org

- 8) Belfor Property Restoration.** This is another of our large customer acquisitions that we are proud of tremendously. We provide armed, unarmed and fire-watch services for their restoration projects and head office whenever they require services since 2016. Like Creighton Construction, they really appreciate our same day service for any unexpected projects that may present itself and our 24/7 live customer service staff availability. We have provided service for sites requiring four or more guards on 24 hour sites. We continue to provide service as needed.

Contact person: Don Busse-Don.Busse@us.belfor.com-954-596-8989



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- 9) ***Opa Locka Hialeah Flea Market Restaurants.*** June 2015-August 2018, we provided guard services to six or more of their restaurants with onsite supervisor. Our security officers provide interpersonal skills to the client and customers while maintaining a visible presence, observing customer behavior and ensured that the patrons were not sold any additional alcohol if intoxicated. Service was replaced by police officers based on the flea market's insurance requirements.

Contact person: Scott Miller-305-778-7921

- 10) ***Eastern Atlantic Companies.*** This company has the contract for the Dollar General Stores construction. This contract was acquired based on the service we provide for Creighton Construction's 7/11 contract. We started with them early 2016 for all their South Florida construction sites. We provide armed and unarmed services as required.

Contact person: Kyle Melville-kyle.merville@eastern-atlantic.com-704-491-0031

- 11) ***Onicx Construction.*** This company built a medical office building on the Mercy Hospital Property and we are proud to have provided service to them, our services was just requested again for a long term project starting soon.

Contact: 813-964-0967

- 12) ***Fulcrum Construction,*** this company out of Georgia is contracted by Target Stores for their reconstruction. We have been providing service for some of the sites since February, 2020.

**Contact person: Bill Synowsky-
bsynowsky@fulcrumconstruction.com-404-904-2533**

- 13) ***Styles Construction.*** The animal hospital in Pompano Beach was a proud project for us as we were able to provide armed service for the construction of this project. We still provide services for them on an as needed basis.

Contact: Lori Schaff-954-695-2569

- 14) ***Emuna Construction Company.*** We have been working with this company since early 2016 for some of their construction projects, where we provide armed services.

Contact: 305-792-1313



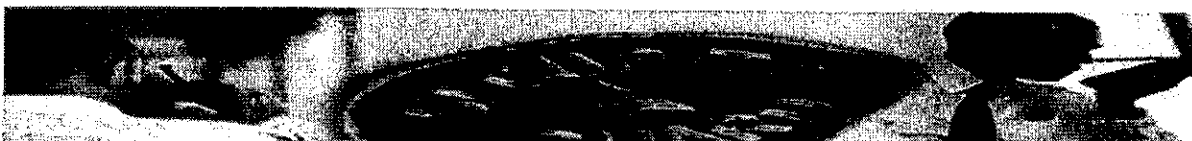
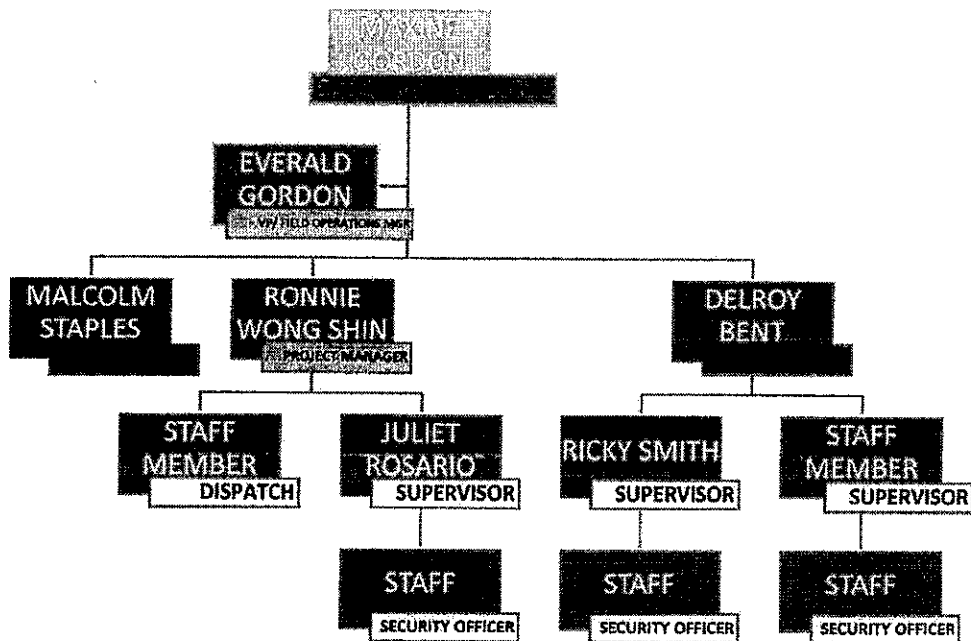
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- 15) **Networking For Christ Ministry.** We provide armed and unarmed services for this house of worship during their annual conventions and varying events since 2015.
Bishop Trevor Grant-954-486-4495
- 16) **Hollywood City Mission Church.** We provide armed and unarmed services to this house of worship during their annual conventions and varying events since 2015.
Pastor Donovan Stewart- citymissionofhollywoodfl@comcast.net
- 17) **1245 Condominium (South Beach).** Seasonal work since 2015.
- 18) **Fountain Condominiums (South Beach).** Seasonal work since 2015
- 19) **Miami Beach Convention Center.** Authorized vendor since 2015
- 20) **Plaza Construction (The Gateway at Wynwood)** this is s recently acquired project and Many other short term projects.

ORGANIZATIONAL CHART



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Key Personnel

Maxine Gordon, MSM, is the President/Director of Operations. Maxine is a D & G licensed security officer and DI Licensed security school instructor who takes a key role in the daily operations of the company. She has a master's in business and years of experience in the security industry. Maxine designed key elements in the structure and culture of this company and helps to train the D Class unarmed license, customer service/relations and other key human resources factors. Maxine's past experience as manager of large organizations and college lecturer/curriculum specialist makes it easy to implement efficiency in the daily operations of the company with '*Proper, Prior, Planning, Prevents Poor Performance*'.

Everald Gordon, serves VP/Field Operations Manager and has over 10 years' experience in the security industry. His expertise is instrumental in the continued growth and development of company.

Malcolm Staples, is a D,G DI, and K licensed officer who served in our armed forces as a Marine. He has over 25 years of experience in the security guard industry. He is certified in every element of the security industry. His services are sought after by some of the mega players in the industry. He serves as the Training Manager/Consultant.

Ronnie Wong Shing, comes with years of service in key roles for other industry leaders. Ronnie helps in the development of strategic planning and field operations for Bright Light Security Services.

Delroy Bent, a key player in the day-to-day operations of Bright Light Security Services. This road warrior and keen supervisor, play a significant role in the growth of the company.

Support staff, supervisors and licensed security officers, these are the men and women who make the engine run at Bright Light Security Services. We value all our staff.

At this time, Bright Light Security Services LLC, will NOT be utilizing the service of any subcontractor



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TAB 3

RESOURCES AND METHODOLOGY

Bright Light Security services LLC, according to this RFP, shall endeavor to:

- 1) Administer and provide security guard services for the M.C.C.A., which shall include, but not be limited to, the main theater, art gallery, banquet hall, kitchen, botanical garden, 1st and 2nd floor studios and administration offices.
- 2) Administer and provide security guard services for the WWRF, which shall include, but not be limited to, staffing the main entrance security gate as well as periodic patrolling of the compound without leaving the gate compromised.
- 3) Administer and provide security guard services for the Multi-Service Complex, which shall include, but not be limited to, staffing the main front desk and periodically patrolling the building, both inside and out on a daily basis.
- 4) Provide sufficient security to protect all City property and equipment from being damaged, defaced, destroyed or stolen.

1) Service Requirements

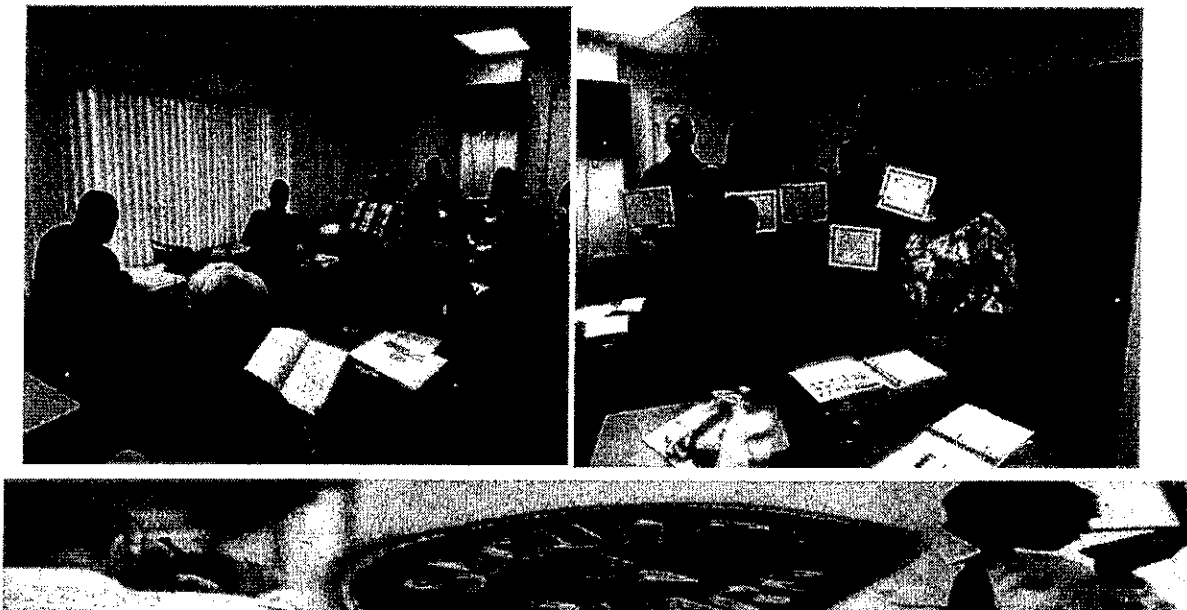
Our company will endeavor to follow the work schedule as laid out in this RFP and make necessary adjustments if required by the City (Not including City Holidays).

WWRF: Monday – Friday, 7:00 AM – 6:00 PM

M.C.C.A.: Monday – Sunday, 16 hours per day (2 shifts, 7AM – 3PM, 3PM-11pm.

Multi-Service Complex: Monday – Friday 7:30 AM – 6:00 PM

2) Training



REQUEST FOR PROPOSALS (CITY OF MIRAMAR)
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Bright Light Security Services LLC, is at an advantage having its own training academy facility, as this makes it easy to relate information to its staff. The facility has all the components of a school, with television, computers, books, training manuals, paper, pens, desk, chairs, reference materials, mannequins and firearms as needed for all the components in security training and orientation.

Site-specific orientations is a training process that we adapted to meet the needs of a client's site. Our general orientation will generally cover some generic health and safety information, the company's history, codes of conducts, HR and contact information, and the rules and expectations associated with the company and general things in our company handbook. More precisely, site specific orientation training allows you to tailor information to suit the specific client needs.

According to this RFP, our company will also:

- a) Designate a training officer who shall perform all training for a new security guard assigned to the city.
- b) New/subsequent officers will be trained for a minimum of eight hour, at no cost to the City prior to assigning duty locations.
- c) Training shall include, but not limited to, working on-site at a City security guard post with a guard previously trained by our company.
- d) Once individuals are trained, the same individual shall be utilized and assigned to the same City post areas and given the opportunity to be cross-trained at other security guard posts.

3) Site Specific procedures

Site specific procedures will be worked out with the City of Miramar's Management team, Contract Administrator or Site Representative to tailor specifics and requirements needed for each site. Our personnel will in turn go over relevant information at our facility with each guard designated for each site and then unto each of the sites physically.

4) Security Guard Duties

The duties of our security officers will be followed according to this RFP and any other post orders implemented by the City and our company.



REQUEST FOR PROPOSALS (CITY OF MIRAMAR)
SECURITY GUARDS SERVICES
RFP No: 21-01-11



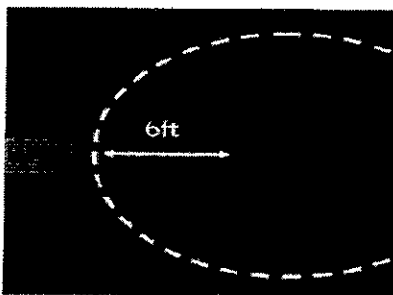
14

5) Contract Manager Duties

Our company shall ensure that the contract manager shall:

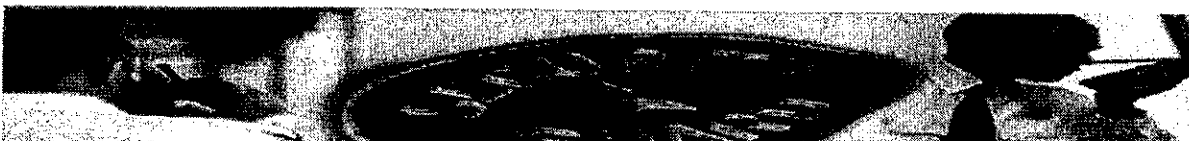
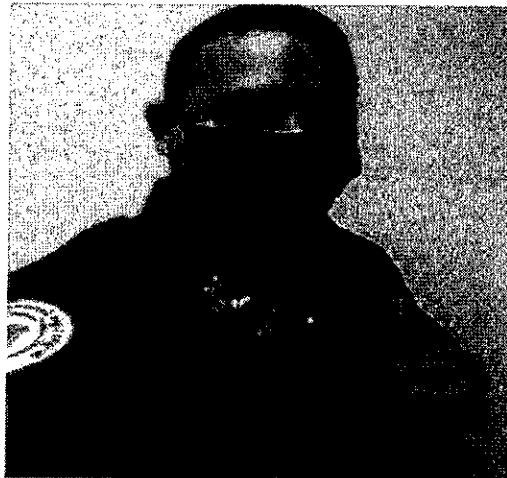
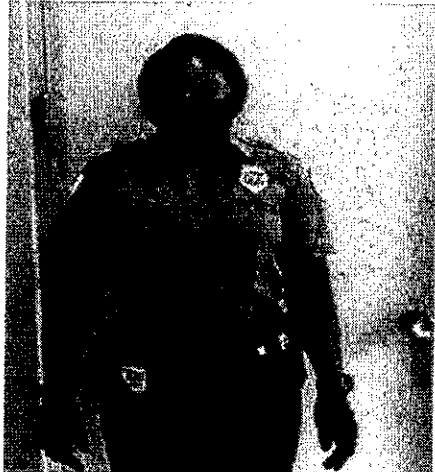
- Maintain continuous awareness of the quality and completeness of the work performed by the security guard personnel.
- Make periodic joint inspection checks on all security guards with the City designated representative on a monthly basis or as requested by the City.

6) COVID-19 Requirements



The Centers for Disease Control and Prevention (CDC) have outlined specific guidelines for protecting ourselves and others from contracting and spreading COVID-19 that our company follows. In addition to following the basic guidelines, our security guards are provided with training to take additional steps to safeguard themselves and the people they are hired to protect.

Our officers are provided with 'Personal Protection Equipment' (PPE), like masks, gloves, and hand sanitizers.



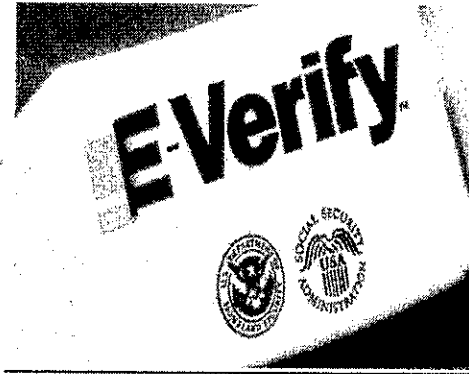
REQUEST FOR PROPOSALS (CITY OF MIRAMAR)
SECURITY GUARDS SERVICES
RFP No: 21-01-11



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KEY PERSONNEL QUALIFICATIONS

Bright Light Security Services LLC, warrants that its services shall be performed by officers possessing competency consistent with applicable industry standards, who are both licensed by the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES LICENSING DIVISION and have prior to appointment for employment at our company, been subjected to a comprehensive character background investigation and personal interview. This process ensures that applicants meet stringent standards and qualifications. Our security officer background investigation process is designed to ensure that we only employ security officers who meet our exacting employment criteria, contract specifications and regulatory requirements.



1) CONTRACT MANAGER

-A minimum of three years of experience within the last five years in managing security guard personnel.

-Extensive knowledge and experience in unarmed services and patrol services procedures. "Extensive knowledge" is defined as a broad knowledge of elements of a job and interrelated business areas to develop or direct the development of new methods, procedures or processes, implement their use and integration into existing programs and assume responsibility for people and its Services.

- Specialized training in laws and liabilities, security awareness, mediation and conflict resolution, disaster and emergency situations and managing personnel at various types of facilities.





2) UNARMED SECURITY GUARD(S) QUALIFICATIONS

Bright Light Security Services will endeavor that the security guard(s) assigned to this contract will according to the RFP have:

- a) A minimum of six (6) months experience with the company, one (1) year experience as a security guard and patrolling services in the field, excluding training, and a current Florida Class D security guard license.
- b) The ability to walk a minimum of 300 yards, climb stairs, and lift and carry 20 pounds.
- c) The physical and mental ability to perform the requirements of this specification.
- d) A high school diploma or GED equivalent.
- e) English language fluency with ability to receive, give, and understand written and verbal instructions and procedures.
- f) The ability to communicate orally and in writing.
- g) Possess proper telephone etiquette answering skills.
- h) Any required licensing and qualification to carry any type of non-lethal weapons, such as batons, chemical spray, etc. Carrying of non-lethal weapons shall be only as authorized by the City. Upon approval to carry non-lethal weapons, the Proposer shall furnish proof to the City verifying security guards are qualified and have been trained.

UNIFORMS AND EQUIPMENT



A first impression of a security guard is generally through non-verbal communication, which includes the person's general demeanor as well as his/her personal grooming. It is hard to respect and take seriously a security guard with poor personal hygiene or wearing a sloppy uniform. Therefore it is in the interest of our company and clients that our officers project the most professional image possible.



REQUEST FOR PROPOSALS (CITY OF MIRAMAR)
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Bright Light Security Services LLC provides each security officer with enough uniform to change daily so that that officer will always be clean and neat. The uniforms will conform to the regulations of the state, and be weather worthy. The officer is also expected to have hair properly groomed, combed and tied back. Sparing amount of jewelry is allowed while on duty. All uniform and equipment provided to our staff are at no cost to them. A commanding presence starts with clean and neatly pressed uniforms. Bright Light Security impresses upon its officers to always be neat and well dressed. Our road supervisors are very good at enforcing our uniform policy, so for the last 3 years, we have not had any issues with our officers being non-compliant with their uniforms.

Our uniform policy will be as outlined in this RFP:

All uniforms shall be provided by **Bright Light Security Services LLC**.

- a) Be in uniform at all times while on duty. The uniform shall be neat, clean, pressed and kept in good physical condition. Non-company supplied symbols, pins, buttons, or slogans may not be applied to the uniform.
- b) Wear an identifying name badge with the company's logo which shall be clearly visible.
- c) Maintain a neat and professional appearance at all times
- d) Carry all equipment necessary in the performance of their duty.

Our company will comply with all the requirements and acknowledges all the notices as outline in this RFP concerning:

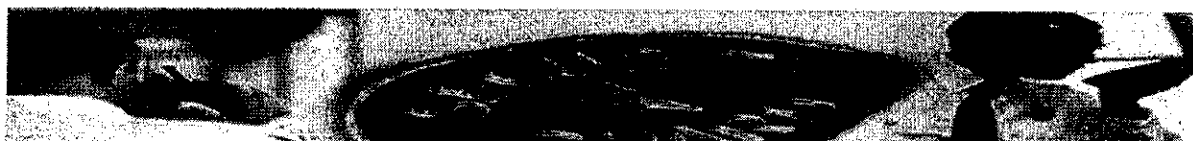
3-6 PERSONNEL REPLACEMENT

3-7 COMPLIANCE WITH WORK HOUR REQUIREMENTS

3-8 PROPOSER REQUIREMENTS

Bright Light Security Services is located in the City of Miramar and our clients and staff have 24/7 access to a member of staff. We are in compliance with all applicable local, state and federal laws, including Florida Statute 493.

Our training facility provides us with a database of available trained personnel so that the City will be sufficiently staffed for regular and emergency events. We will have contract manager or supervisor available 24/7 so that all calls are answered immediately or returned within 15 minutes of delivery.

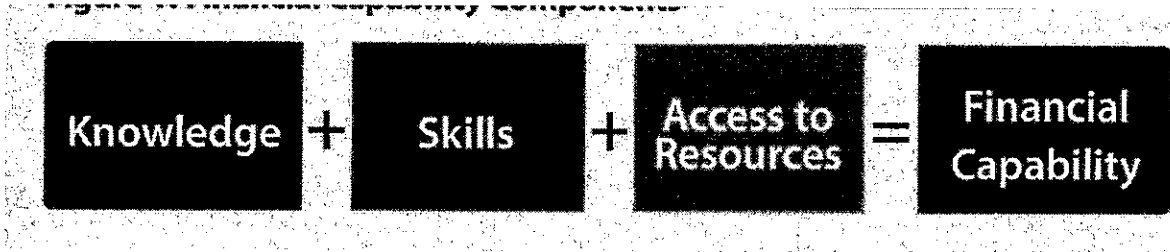


REQUEST FOR PROPOSALS (CITY OF MIRAMAR)
SECURITY GUARDS SERVICES
RFP No: 21-01-11



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FINANCIAL CAPABILITY



Our company has been in business over six years, so like any normal new business, experienced financial hardship in its initial three years. We have no bankruptcy filing and all our taxes are duly paid. We did not go through the pandemic unscathed, but we still were able to maintain our staff, office and overall functioning of our business, thanks to the generous assistance of the City of Miramar, County and the Paycheck Protection Program, PPP, we were able to maintain form financially. We also bounced back with new contract acquisitions and the continued backing of our company by Multiple Funding Solutions, who provide well needed working capital by factoring our invoices.

We have not had to use Multiple Funding Solutions very often lately, but it is good to know that we have them if and when needed. Please see letter enclosed for financial support.

At least once weekly, **Bright Light Security Services LLC**, at its own expense, will make random and routine checks by its management staff of all on-duty personnel for proper performance of duty. However, the City reserves the right to establish specific schedule, at no additional cost to the City, if these checks prove insufficient and inadequate. We will endeavor to perform all of the requirements in this RFP to the best of our abilities.

NB: We have also provided a graduated scale in the price proposal to accommodate the established minimum wage rate increase requirements for Florida. The graduating scale will save the City, since every year the minimum wage increases by \$1.

Our company is looking forward to a favorable selection by the selection committee as we look forward to a long standing relationship with the City.





February 26, 2021

TO WHOM IT MIGHT CONCERN

Financial Capability Certification – Bright Light Security Services

We herewith certify that Bright Light Security Services, LLC. has a factoring facility with our company. This factoring facility provides Bright Light Security Services, LLC with the financial capability to perform work and provide services to their customers without financial constraints.

In the event our client is successful in this and/or any other bids requiring their services, we stand ready to financially assist our client Bright Light Security Services.

This is a letter of reference based on the financial services we provide to our client Bright Light Security Services, LLC.

In providing this letter, Multiple Funding Solutions, Inc. does not assume any financial liability or any contractual relationship with any party involved as a result of the information contained herein.

Should you have any questions concerning this letter, please call Multiple Funding Solutions, Inc. at (561) 746-1954.

Sincerely,

Flor-Maria Bieler

Multiple Funding Solutions, Inc.

REFERENCE QUESTIONNAIRE (Tab 4)

Reference For (Proposer's Name): Bright Light Security Services

Agency Giving Reference: South Florida Workforce Investment Board / CareerSource

Contact Person Name: Leroy Garcia

Address: 7300 NW 19th St Ste 500, Miami, FL 33126

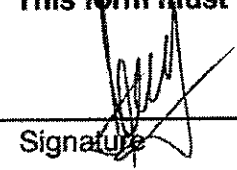
Telephone: 305-929-1511 E-mail: leroy.garcia@careersourcesfl.com

Provide a reference for the above named firm by indicating below the level of satisfaction with services provided to your agency. If a question should not apply, please indicate that the question is not applicable by writing ("N/A") for that question.

	QUESTION	Satisfactory	Unsatisfactory
1	What was your experience with the firm's ability to provide Security Guard Services?	✓	
2	How would you rate the experience and professionalism of the firm's staff?	✓	
3	How would you rate the accessibility and responsiveness of the firm's staff?	✓	
4	How would you rate the firm's success at keeping you updated and informed about the services they are providing, especially when special needs or issues arose?	✓	
5	How would you rate the firm's ability to complete the scope of services in a timely manner and within budget?	✓	
6	Would your agency use this firm to provide services again? (Circle One)	YES/ Satisfactory	NO/ Unsatisfactory

Additional Comments: Very professional and reliable

***This form must be completed and signed by the person providing the reference.**


Signature

Facilities Administrator
Title

**FAILURE TO COMPLETE AND RETURN THIS FORM MAY
DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

REFERENCE QUESTIONNAIRE (Tab 4)

Reference For (Proposer's Name): Bright Light Security Services

Agency Giving Reference: Creighton Construction

Contact Person Name: Annette Davis

Address: 2240 West First Street #101

Telephone: 305-305-1370 E-mail: adavis@creightondev.com

Provide a reference for the above named firm by indicating below the level of satisfaction with services provided to your agency. If a question should not apply, please indicate that the question is not applicable by writing ("N/A") for that question.

	QUESTION	Satisfactory	Unsatisfactory
1	What was your experience with the firm's ability to provide Security Guard Services?	X	
2	How would you rate the experience and professionalism of the firm's staff?	X	
3	How would you rate the accessibility and responsiveness of the firm's staff?	X	
4	How would you rate the firm's success at keeping you updated and informed about the services they are providing, especially when special needs or issues arose?	X	
5	How would you rate the firm's ability to complete the scope of services in a timely manner and within budget?	X	
6	Would your agency use this firm to provide services again? (Circle One)	YES/ Satisfactory	NO/ Unsatisfactory

Additional Comments: Bright Light Security is one of the best Security Companies we have hired to provide security for our construction sites. I highly recommend this company

*This form must be completed and signed by the person providing the reference.

Annette Davis
Signature

Construction Coordinator
Title

FAILURE TO COMPLETE AND RETURN THIS FORM MAY
DEEM YOUR PROPOSAL "NON-RESPONSIVE."

REFERENCE QUESTIONNAIRE (Tab 4)

Reference For (Proposer's Name): Bright Light Security Services LLC

Agency Giving Reference: Extra Space Storage

Contact Person Name: Tina Uribe

Address: 6803 Lake Worth Road, Suite 310 Lake Worth, FL 33467

Telephone: 561-254-3112 E-mail: turibe@extraspaces.com

Provide a reference for the above named firm by indicating below the level of satisfaction with services provided to your agency. If a question should not apply, please indicate that the question is not applicable by writing ("N/A") for that question.

	QUESTION	Satisfactory	Unsatisfactory
1	What was your experience with the firm's ability to provide Security Guard Services?	x	
2	How would you rate the experience and professionalism of the firm's staff?	x	
3	How would you rate the accessibility and responsiveness of the firm's staff?	x	
4	How would you rate the firm's success at keeping you updated and informed about the services they are providing, especially when special needs or issues arose?	x	
5	How would you rate the firm's ability to complete the scope of services in a timely manner and within budget?	x	
6	Would your agency use this firm to provide services again? (Circle One)	YES/ Satisfactory	NO/ Unsatisfactory

Additional Comments: I have worked with Brightlight many times with security issues at my properties the last few years. They are professional, and excellent communicators.

***This form must be completed and signed by the person providing the reference.**

Tina Uribe
Signature

District Manager
Title

FAILURE TO COMPLETE AND RETURN THIS FORM MAY
DEEM YOUR PROPOSAL "NON-RESPONSIVE."

REFERENCE QUESTIONNAIRE (Tab 4)

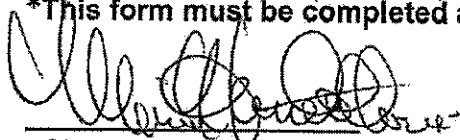
Reference For (Proposer's Name): Maxine Gordon - Bright Light Security
 Agency Giving Reference: Intracoastal Tower Condominium Assoc.
 Contact Person Name: Maria Hamilothonis
 Address: 1505 W. Riverside Dr Pompano Beach, FL 33062
 Telephone: 954-669-9161 E-mail: mexh1@aol.com

Provide a reference for the above named firm by indicating below the level of satisfaction with services provided to your agency. If a question should not apply, please indicate that the question is not applicable by writing ("N/A") for that question.

	QUESTION	Satisfactory	Unsatisfactory
1	What was your experience with the firm's ability to provide Security Guard Services?	✓ +	
2	How would you rate the experience and professionalism of the firm's staff?	✓ +	
3	How would you rate the accessibility and responsiveness of the firm's staff?	✓ +	
4	How would you rate the firm's success at keeping you updated and informed about the services they are providing, especially when special needs or issues arose?	✓ ++	
5	How would you rate the firm's ability to complete the scope of services in a timely manner and within budget?	✓ +	
6	Would your agency use this firm to provide services again? (Circle One)	YES/ <u>F</u> Satisfactory	NO/ Unsatisfactory

Additional Comments: Without the help of Bright Light we would never have been able to complete fire reconstruction on our 15 story building in < 5 months & under budget. They are

***This form must be completed and signed by the person providing the reference.** like family!


 Signature

Manager
 Title

**FAILURE TO COMPLETE AND RETURN THIS FORM MAY
 DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

REFERENCE QUESTIONNAIRE (Tab 4)

Reference For (Proposer's Name): Brightlight Security
 Agency Giving Reference: Fountain Condo Association
 Contact Person Name: Diana Lassel
 Address: 334 Euclid Ave. Miami Beach, FL 33139
 Telephone: 305.775.9996 E-mail: Dlassel@gmail.com

Provide a reference for the above named firm by indicating below the level of satisfaction with services provided to your agency. If a question should not apply, please indicate that the question is not applicable by writing ("N/A") for that question.

	QUESTION	Satisfactory	Unsatisfactory
1	What was your experience with the firm's ability to provide Security Guard Services?	✓	
2	How would you rate the experience and professionalism of the firm's staff?	✓	
3	How would you rate the accessibility and responsiveness of the firm's staff?	✓	
4	How would you rate the firm's success at keeping you updated and informed about the services they are providing, especially when special needs or issues arose?	✓	
5	How would you rate the firm's ability to complete the scope of services in a timely manner and within budget?	✓	
6	Would your agency use this firm to provide services again? (Circle One)	(YES) Satisfactory	NO/ Unsatisfactory

Additional Comments: Brightlight handled all issues in a professional & timely manner.

***This form must be completed and signed by the person providing the reference.**

Diana Lassel
 Signature

President of Association
 Title

**FAILURE TO COMPLETE AND RETURN THIS FORM MAY
 DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

PROPOSER BACKGROUND INFORMATION FORM (Tab 5)

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Proposal being deemed "Non-Responsive."

- (1) How many years has your organization been in business under your present business name? SIX (6) years
- (2) State of Florida occupational license type and number: SECURITY AGENCY B1500060
- (3) County (state county) Business Tax Receipt type and number: 329-277778
- (4) City of Miramar Business Tax Receipt type and number: BUSINESS ID: 16000089

(A CITY OF MIRAMAR BUSINESS TAX RECEIPT MAY NOT BE NECESSARY
IF THE BUSINESS IS NOT LOCATED WITHIN THE CITY OF MIRAMAR)

PROPOSERS MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH PROPOSAL

- (5) Describe experience providing Services and or commodities for similar (government) organizations:

CareerSource South Florida/ State of Florida six locations (Homestead, Perrine, Carol City, Opa Locka, Northside and North Miami Beach) DEO/Unemployment Offices.

We also provide security services for numerous Extra Space Storage facilities in Broward, Miami-Dade and West Palm Beach. We also provided services for 2 charter schools in Opa Locka (Pre Marjorie Stoneman School shooting). We also provide services for over 25 7/11 construction sites throughout Miami-Dade, Broward and West Palm Beach Counties.

- (6) Have you ever had a contract terminated (either as a prime contractor or subcontractor) for failure to comply, breach, or default?

_____ yes X no

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)

Exceptions and Deviations Form (Tab 6)

Contract Terms and Conditions Exception

Proposers must identify clause by number and name and specify Exception. **Exceptions must be fully explained using a chart in the form of the chart set forth on the bottom portion of this page.** The City reserves the right to reject any Proposal for noncompliance with one (1) or more of the requirements.

CLAUSE NUMBER	CLAUSE TITLE	EXCEPTION
	N/A	
	NO EXCEPTIONS NOR DEVIATIONS	

Proposer's Signature

**FAILURE TO SUBMIT ALL INFORMATION RESPONSIVE TO THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

ADAM H. PUTNAM
COMMISSIONER

DIVISION OF LICENSING

05/03/18
DATE ISSUED

04/21/21
DATE OF EXPIRATION

B 1500060
LICENSE NUMBER

BRIGHT LIGHT SECURITY SERVICES LLC

3600 S. STATE ROAD 7
SUITE 260
MIRAMAR, FL 33023

GORDON, EVERALD A, OTHER
GORDON, MAXINE, OTHER

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



ADAM H. PUTNAM
COMMISSIONER

A handwritten signature in black ink, appearing to read "Adam H. Putnam", is written over the printed name and title.

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

ADAM H. PUTNAM
COMMISSIONER

DIVISION OF LICENSING

06/14/18
DATE ISSUED

05/27/20
DATE OF EXPIRATION

DS1600030
LICENSE NUMBER

BRIGHT LIGHT SECURITY SERVICES LLC

3600 S STATE RD 7
STE 201
MIRAMAR, FL 33023

THE SECURITY OFFICER SCHOOL OR TRAINING FACILITY NAMED ABOVE IS LICENSED AND REGULATED
UNDER THE PROVISIONS OF CHAPTER 493, FLORIDA STATUTES.



ADAM H. PUTNAM
COMMISSIONER

A handwritten signature of Adam H. Putnam is located in the bottom right corner, written in black ink.



City of Miramar

Business Tax Receipt

Business ID
16000089

Issue Date: 10/01/2020
Expiration Date: 09/30/2021

BRIGHT LIGHT SECURITY SERVICES, LLC
MAXINE GORDON
3600 S STATE RD 7
STE 260
MIRAMAR, FL 33023

(954) 602-3040 or (954) 602-3061 Phone
(954) 602-3470 or (954) 602-4498 Fax
businessstax@miramarfl.gov

Home-Based Restrictions Only
Mail & Phone Only
No Employees at Home
No Work on Premises
No Clients at Home
No Deliveries to Home
Office Only

BUSINESS-TAX RECEIPT

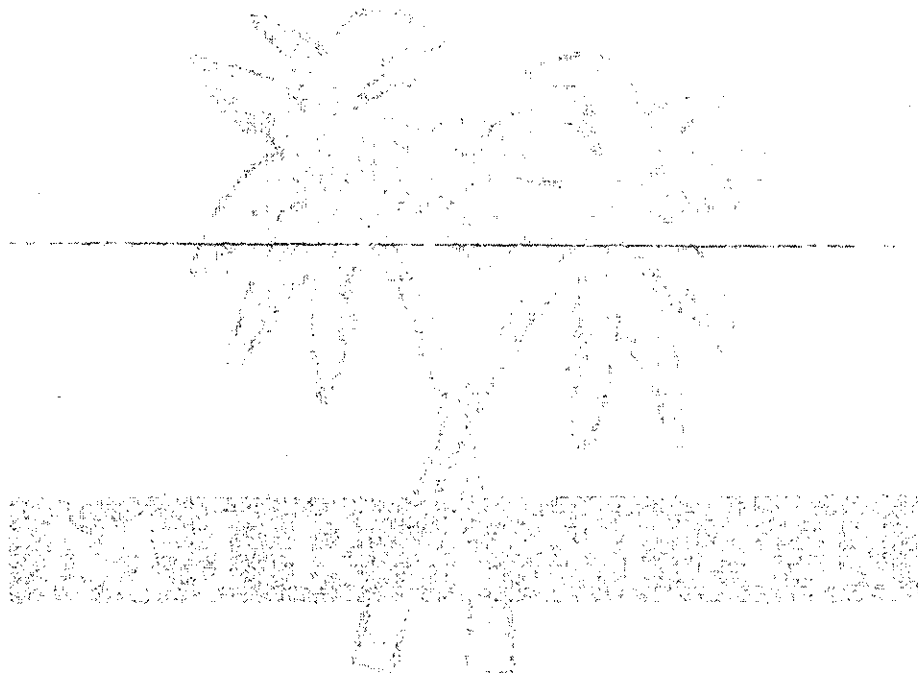
This is to certify that the person or firm named herein has paid into my hands minimum payment of tax as set out herein for the use and benefit of the City aforesaid, and is licensed to engage in the business of:

Cottage-Based Restrictions
Cottage food businesses are allowed in accordance with Florida Statute 500.80, except that the home shall not be used for retail. Please see regulations title 21 part 101.
Only one employee allowed which includes family members residing at the home. No commercial vehicles parked overnight on the premises.

SECURITY C	SECURITY	18147
BUS/RET/WH	PER SQ FT	20833

Business Location:

3600 SOUTH STATE ROAD 7 SUITE 260
MIRAMAR FL 33023



BEAUTY AND PROGRESS
EST. 1955

This License is NOT Transferable
Your Business Tax Receipt Must be displayed.

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021

DBA: BRIGHT LIGHT SECURITY SERVICES LLC Receipt #: 329-277778
Business Name: Business Type: ALL OTHERS (SECURITY AGENCY)

Owner Name: MAXINE M GORDON Business Opened: 02/18/2015
Business Location: 3600 S STATE RD 7 STE 260 State/County/Cert/Reg: B1500060
MIRAMAR Exemption Code:
Business Phone:

Rooms Seats Employees Machines Professionals
9

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
81.00	0.00	0.00	0.00	0.00	0.00	81.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

MAXINE M GORDON
20343 NW 36 AVE
MIAMI GARDENS, FL 33056

Receipt #WWW-19-00205784
Paid 08/25/2020 81.00

2020 - 2021

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021

DBA: BRIGHT LIGHT SECURITY SERVICES LLC Receipt #: 329-277778
Business Name: Business Type: ALL OTHERS (SECURITY AGENCY)

Owner Name: MAXINE M GORDON Business Opened: 02/18/2015
Business Location: 3600 S STATE RD 7 STE 260 State/County/Cert/Reg: B1500060
MIRAMAR Exemption Code:
Business Phone:

Rooms Seats Employees Machines Professionals
9

Signature	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
81.00	0.00	0.00	0.00	0.00	0.00	81.00

Receipt #WWW-19-00205784
Paid 08/25/2020 81.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/14/2020

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 this 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).

PRODUCER First Class Insurance Market 4101 NW 9th Street Miami, FL 33126 Phone (305) 441-2997 Fax (305) 441-6443		CONTACT NAME: PHONE (A/C No. Ext): (305) 441-2997 FAX (A/C No): (305) 441-6443 E-MAIL: fcimc@aol.com ADDRESS:	
INSURED BRIGHT LIGHT SECURITY SERVICES, LLC 3600 S. STATE RD SUITE 7# 260 MIRAMAR, FLORIDA 33023		INSURER(S) AFFORDING COVERAGE INSURER A: HALLMARK SPECIALTY INSURANCE COMPAN INSURER B: PROGRESSIVE INSURANCE COMPANY INSURER C: BERKSHIRE HATHAWAY GUARD 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	ADDSUBR INSR LVND	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 <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	0719520	07/27/2020	07/27/2021	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> ODEDPIP <input checked="" type="checkbox"/> \$10,000.00			08224875-0	10/02/2020	10/02/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	BRWC158139	08/07/2020	08/07/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00

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

CERTIFICATE HOLDER

CANCELLATION

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

2021 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L15000030806

Entity Name: BRIGHT LIGHT SECURITY SERVICES LLC

Current Principal Place of Business:

3600 S. STATE RD7,
SUITE 260
MIRAMAR, FL 33023

Current Mailing Address:

20343 NW 36TH AVE
MIAMI GARDENS, FL 33056 US

FEI Number: 47-3249665

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

GORDON, MAXINE M
20343 NW 36TH AVE
MIAMI GARDENS, FL 33056 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: MAXINE GORDON

Electronic Signature of Registered Agent

02/08/2021

Date

Authorized Person(s) Detail :

Title MGRM
Name GORDON, MAXINE M
Address 20343 NW 36TH AVE
City-State-Zip: MIAMI GARDENS FL 33056

Title MGRM
Name GORDON, EVERALD A
Address 20343 NW 36TH AVE
City-State-Zip: MIAMI GARDENS FL 33056

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MAXINE M GORDON

MGRM

02/08/2021

Electronic Signature of Signing Authorized Person(s) Detail

Date

State of Florida

Woman & Minority Business Certification

Bright Light Security Services LLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

07/01/2020 to 07/01/2022

Jonathan R. Satter

Jonathan R. Satter, Secretary
Florida Department of Management Services



Department of

**MANAGEMENT
SERVICES**

Office of Supplier Diversity

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399

850-487-0915

www.dms.myflorids.com/osd



Governmental Center Annex
115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • FAX 954-357-6400 • TTY 954-357-5664

Office of Economic and Small Business Development

This Certificate is Awarded to: **BRIGHT LIGHT SECURITY SERVICES, LLC**

As set forth in the Broward County Business
Opportunity Act of 2012, the certification requirements
have been met for:

**County Business Enterprise
Small Business Enterprise
Anniversary Date: July 12th**

A stylized, handwritten signature in black ink, appearing to read "S. C. S.", written over a horizontal line.

Authorized Representative

The Office of Economic and Small Business Development must be notified within 30 days of any material changes in the business which may affect ownership and control.
Failure to do so may result in the revocation of this certificate and/or imposition of other sanctions.
A Service of the Broward County Board of County Commissioners
www.broward.org/smallbusiness

MIAMI-DADE COUNTY PUBLIC SCHOOLS



Minority/Women Business Enterprise (MWBE) Certificate

THIS CERTIFIES THAT
BRIGHT LIGHT SECURITY SERVICES LLC

IS OWNED AND CONTROLLED BY A(N)
AFRICAN AMERICAN

PURSUANT TO MIAMI-DADE COUNTY PUBLIC SCHOOL BOARD POLICY 6320.02

September 21, 2018
Issue Date

September 21, 2021
Expiration Date

6522711
Vendor No.

A handwritten signature in blue ink, appearing to be "T. Alston", is written over the printed name and title of the official.

Torey Alston
Economic Equity & Diversity Compliance Officer
Office of Economic Opportunity
Miami-Dade County Public Schools
1450 NE 2nd Avenue - Suite 428
Miami, Florida 33132

BROWARD COLLEGE

PROCUREMENT SERVICES
Cypress Creek Administrative Center
6400 N.W. 6th Way, Fort Lauderdale, FL 33309
Phone 954-201-7455/Fax 954-201-7330

OFFICE OF SUPPLIER RELATIONS AND DIVERSITY

7/2/2020

MAXINE GORDON
Bright Light Security Services LLC
3600 S State Rd 7
Suite 260
Miramar, FL 33023

Dear MAXINE GORDON:

Congratulations! The Broward College Office of Supplier Relations and Diversity is pleased to announce that your firm is now a participant of the College's Supplier Diversity Small Business (SDSB) program. The certification received from the *State of Florida – Office of Supplier Diversity* has been verified in accordance with Broward College's SDSB Program requirements. The validation process documents your firm as a certified supplier.

Your firm's validation from *State of Florida – Office of Supplier Diversity* will expire on **07/01/2022**.

During the certification period, please notify the Office of Supplier Relations and Diversity and your certifying agency immediately of any changes to your information during the certification period, such as: contact information, firm ownership and managerial or operational control. If you receive an updated certification prior to your expiration, please send the certification for an update of our records.

Broward College provides access to supplier resources and procurement opportunities online at broward.edu/supplierdiversity. This link also gives you access to the Certified Supplier Directory. Should you have any questions, please contact the Office of Supplier Relations and Diversity at (954) 201-7824 or email SDC@broward.edu.

With gratitude always,



Anthea Pennant
District Director, Supplier Relations & Diversity

Certificate of Completion

Maxine M. Gordon

**Has Completed a Florida Department of
Transportation Approved Temporary Traffic
Control (TTC) Advanced Course.**

10/24/2023

140

Jeremiah McCarthy

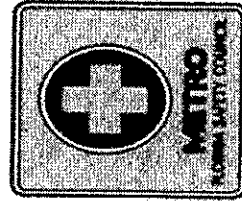
56623

Date Expires

FDOT Provider #

Instructor

Certificate #



Metro Florida Safety Council

Tri-County

Dade, Broward, Palm Beach,

metrofloridasafetycouncil.com

mlyons@metrofloridasafetycouncil.com



For more information about Temporary Traffic
Control (TTC) or to verify this certificate

www.motadmin.com

PRICE PROPOSAL SHEET (Tab 8)

COST OR PRICING DATA FOR PRICE PROPOSAL

Proposers shall submit (attached to this form) Cost or Pricing Data of sufficient detail to allow the evaluators to determine the reasonableness of the Price Proposal, reflecting Cost Realism, including all information other than Cost and Pricing Data, and explaining how the lump sum figure was derived.

a) Cost or Pricing Data shall mean all facts, that as of the date of submission of the Proposal, prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or Pricing Data are data that are factual, not judgmental, and are verifiable. While they do not indicate the accuracy of the Proposer's judgment about estimated future costs or projections, they do include the data forming the basis for that judgment. Cost or Pricing Data are more than historical accounting data, they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred. They also include such factors as: vendor quotations; nonrecurring costs; information on changes in production or purchasing volume; data supporting projections of business prospects and objective and related operations cost; unit-cost trends such as those associated with labor efficiency; make-or-buy decisions; estimated resources to attain business goals; and information on management decisions that could have a significant bearing on costs.

b) "Cost Realism" shall mean that the costs in Proposer's Proposal: (1) are realistic for the Services to be provided; (2) reflect a clear understanding of the requirements; and (3) are consistent with the various elements of the Proposer's Proposal.

c) Information other than Cost and Pricing Data shall mean any type of information that is non-numeric that is necessary to determine price reasonableness or Cost Realism.

d) Price, as used in this Solicitation, shall mean cost plus any fee or profit applicable.

PRICE PROPOSAL SHEET (CONTINUED) (Tab 8)

Fees Proposed below are based on annual projected hours, and will be multiplied over the number of years for the total contract value. The estimated number of hours is provided based on the work schedule described in Section 3-3 and the City's current estimated use for services on an "as needed" basis. The City reserves the right to adjust the work schedule, including the total hours work as deemed necessary.

1. MIRAMAR CULTURAL CENTER ARTSPARK (MCCA)

Description	Est. Annual Number of Hours to be Worked	Propose Hourly Rate (Billing Rate)	Proposed Total (Total Estimated # of Hours to be worked X Proposed Hourly Rate)
Regular Hours (Guard):	3,650*	2021-\$15.50 2022-\$16.75 2023-\$18.00	\$56,575.00 \$61,137.50 \$65,700.00
TOTAL			\$56,575.00 \$61,137.50 \$65,700.00

*Hours reflect the current Covid-19 environment. Post Covid-19 hours are expected to be 5,840 annually

2. WWRF (Utilities)

Description	Est. Annual Number of Hours to be Worked	Propose Hourly Rate (Billing Rate)	Proposed Total (Total Estimated # of Hours to be worked X Proposed Hourly Rate)
Regular Hours	2,880	2021-\$15.50 2022-\$16.75 2023-\$18.00	2021-\$44,640 2022-\$48,240 2023-\$51,840
Overtime Hours (including 11 City Holidays)	121	2021-\$23.25 2022-\$25.13 2023-\$27.00	2021-\$2,813.25 2022-\$3,040.73 2023-\$3,267
TOTAL			2021-\$47,453.25 2022-\$51,280.73 2023-\$55,107.00

Prices are done on a graduation scale to reflect Florida's annual minimum wage increase.

3. Multipurpose Complex (Social Services)

Description	Est. Annual Number of Hours to be Worked	Propose Hourly Rate (Billing Rate)	Proposed Total (Total Estimated # of Hours to be worked X Proposed Hourly Rate)
Estimated No. of Hours (Guard)	2,500	2021-\$15.50 2022-\$16.75 2023-\$18.00	2021-\$38,750.00 2022-\$41,875.00 2023-\$45,000.00
TOTAL			2021-\$38,750.00 2022-\$41,875.00 2023-\$45,000.00

2021-\$142,778.25
 2022-\$154,293.23
 2023-\$165,807.00
 Total Fee Proposed (Total 1 + 2 + 3) 2021-\$142,778.25
 (Write in Figures)

2021-One hundred and forty two thousand, seven hundred and seventy eight dollars and twenty five cents.
 2022-One hundred and fifty four thousand, two hundred and ninety three dollars and twenty three cents.
 2023-One hundred and sixty five dollars, eight hundred and seven dollars.

(Write in Words)

IN CASE OF DISCREPANCIES, THE AMOUNT SHOWN IN WORDS SHALL GOVERN.

TOTAL PROPOSED FEE FOR TOTAL ESTIMATED # OF HOURS TO BE WORKED X
 PROPOSED HOURLY RATE SHALL BE SHOWN ABOVE IN BOTH FIGURES AND WORDS.
 IN CASE OF DISCREPANCIES, THE AMOUNT SHOWN IN WORDS SHALL GOVERN.

CONTINGENCY PRICING

PLEASE PROVIDE A PROPOSED HOURLY RATE FOR A ROVING SECURITY GUARD (VEHICLE INCLUDED) FOR USE ON AS "AS NEEDED" OR "IF NEEDED" BASIS.

2021-\$18.00
 2022-\$19.25
 BILLING RATE \$ 2023-\$20.25 PER HOUR

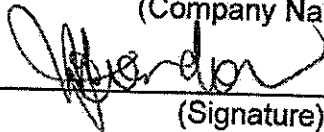
Prices are done on a graduation scale to reflect Florida's annual minimum wage increase.

PRICE PROPOSAL SHEET (Tab 8) (CONT.)

Taxpayer Identification Number (TIN) 47-3249665

PROPOSER: Bright Light Security Services LLC

(Company Name)



(Signature)

Maxine M Gordon (CEO/Director of Operations)

(Printed Name and Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR RESPONSE "NON-RESPONSIVE"**

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS (Tab 10a)

Please list all subcontractors and suppliers to be used in connection with performance of the Contract (use additional pages, if necessary). The City strongly encourages the participation of Local Businesses and/or CBE / SBE/ FCBE Firms. Please specify the category for each subcontractor or supplier.

Company Name: _____

NO SUBCONTRACTORS WILL BE USED

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____ FCBE _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____ FCBE _____

**PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND
SUPPLIERS (CONTINUED) (Tab 10a)**

Company Name: _____

NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____ FCBE _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____ FCBE _____

**FAILURE TO COMPLETE AND RETURN THIS FORM MAY
DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

DRUG-FREE WORKPLACE AFFIDAVIT (Tab 10b)

FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs.

Section 287.087 of the Florida Statutes provides:

287.087 Preference to businesses with drug-free workplace programs. Whenever two (2) or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Vendor's Signature

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY
DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

ANTI-KICKBACK AFFIDAVIT (Tab 10c)

STATE OF FLORIDA }
 }
COUNTY OF BROWARD }

ss:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Miramar, its elected officials, and Bright Light Security Services LLC or its Contractors, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: CEO/Director of Operations

Sworn to (or affirmed) and subscribed before me
by means of ☒ physical presence or ☐ online notarization,
this 15th day of MARCH 2021 (year), by MAXINE GORDON.

Notary Public
State of Florida at Large



LEN M JOHNSON
Commission # GG 106114
Expires June 17, 2021
Bonded Thru Budget Notary Services

My commission expires: 6/21/2021



LEN M JOHNSON
Commission # GG 106114
Expires June 17, 2021
Bonded Thru Budget Notary Services

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

NON-COLLUSIVE AFFIDAVIT (Tab 10d)

State of FLORIDA)
County of Broward) ss:

I, Maxine M. Gordon, the undersigned authority, being first duly sworn, deposes and says that:

a) He/she is the (Owner, Partner, Officer, Representative or Agent) of Bright Light Security Services LLC, the Proposer that has submitted the attached Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;


c) Such Proposal is genuine and is not collusive or a sham Proposal;


d) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Services for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Service; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Services;

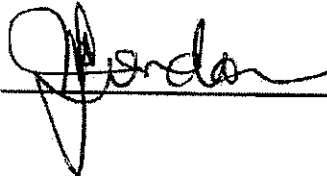
e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 10d)

Signed, sealed and delivered
in the presence of:


Witness LEN JOHNSON


Witness Mary Spurlin

By: 

Maxine M Gordon

(Printed Name)

CEO/Director of Operations

(Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 10d)

ACKNOWLEDGMENT

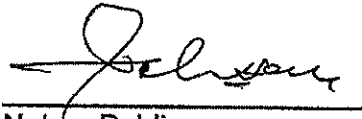
State of FLORIDA)

) ss:

County of BROWARD)

BEFORE ME, the undersigned authority, personally appeared MAXINE GORDON, to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that he/she executed said Affidavit for the purpose therein expressed.

WITNESS my hand and official seal this 15th day of MARCH, 2021.



Notary Public
State of Florida at Large



LEN M. JOHNSON
Commission # GG 106114
Expires June 17, 2021
Bonded thru Budget Notary Services

My commission expires: 6/17/2021

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

NON-DISCRIMINATION AFFIDAVIT (Tab 10e)

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: _____

Title: CEO/Director of Operations

Sworn to (or affirmed) and subscribed before me
by means of ☒ physical presence or ☐ online notarization,
this 15th day of MARCH, 2021 (year), by MAXINE GORDON.

Johnson

Notary Public
State of Florida at Large



LEN M. JOHNSON
Commission # GG 106114
Expires June 17, 2021
Bonded Thru Budget Notary Services

My commission expires: 6/17/2021

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

BUSINESS/VENDOR PROFILE SURVEY (Tab 10f)

BRIGHT LIGHT SECURITY SERVICES LLC

Name of Business: _____

Address: 3600 S. STATE RD 7, SUITE 260, MIRAMAR, FL 33023

Phone No.: 954-494-0419

Contact Person (Regarding This Form): MAXINE M. GORDON

Type of Business (check the appropriate type):

- ☐ **CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ☐ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- ☒ **PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- ☐ **BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- ☐ **COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.
- ☒ A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.

Business is claiming the CBE/SBE Preference; YES ☒ NO _____

Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

- ☐ A firm that is certified by the State of Florida Unified Certification Program (UC) or the State of Florida Office of Supplier Diversity as a Florida Certified Business Enterprise (FCBE).
A copy of FCBE Certification must be attached to this form

Business is claiming local Business Preference YES ☒ NO _____
(Choose below as applicable)

- ☐ **Businesses Employing Miramar Residents** - Business is located outside of the City of Miramar City limits and employs a minimum of 10 full time equivalent ("FTE") Miramar residents, or Miramar residents constitute 20 % of the FTE of the company's local workforce (in Broward and Miami-Dade Counties), whichever is larger.
Business Employing Miramar Residents Affidavit MUST be submitted with RFP Response.
- ☒ Business with a location within Miramar, is in compliance with all City licensing requirements and is current on all City taxes.
Attach a copy of a current Miramar Business Tax Receipt to this form.

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

REQUEST FOR PROPOSALS

SECURITY GUARD SERVICES

RFP No. 21-01-11



The City of Miramar City Commission:

Mayor Wayne M. Messam
Vice Mayor Maxwell B. Chambers
Commissioner Yvette Colbourne
Commissioner Winston F. Barnes
Commissioner Alexandra P. Davis

Vernon E. Hargray, City Manager
City of Miramar
2300 Civic Center Place
Miramar, FL 33025

DATE ISSUED: FEBRUARY 16, 2021

CLOSING DATE AND TIME: Tuesday, March 16, 2021
AT 2:00 P.M. EST

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INTRODUCTION

CITY BACKGROUND

The City is a growing municipality located in southeast Florida, approximately halfway between Miami and Fort Lauderdale. The City has experienced unprecedented growth over the past several years, with an increase in population from 72,739 in 2000 to approximately 140,328 residents to date. The City's infrastructure, residential, commercial, and economic development has also increased at an explosive pace during the same period. The City is a long and narrow city, approximately 2.5 miles wide (north to south) and 14 miles long (east to west).

INSTRUCTIONS FOR SUBMITTING A PROPOSAL IN RESPONSE TO A FORMAL REQUEST FOR PROPOSALS

DUE TO THE COVID-19 PANDEMIC, RESPONSES MUST BE SUBMITTED ELECTRONICALLY VIA EMAIL, DROPBOX OR DEMANDSTAR. PROPOSALS DELIVERED IN PERSON OR MAILED TO THE CITY WILL NOT BE ACCEPTED.

Please use the following link to submit your response to dropbox:
<https://www.dropbox.com/request/WTmHvJQSQWnoI20UB6Ec>

Please note the following when submitting proposals:

1. All Proposals must be submitted on 8 ½" by 11" paper, neatly typed with normal margins and spacing.
2. All required forms must be notarized, where necessary, by a registered notary, and completed by the Proposer submitting the Proposal.
3. The Proposal must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship with the City.
4. Proposals must include the following information clearly marked on the face of the solicitation:
 - a) Proposer's name, return address and telephone number;
 - b) Solicitation number;
 - c) The Solicitation Due Date and Time; and
 - d) Title of the Solicitation

PROPOSERS WHO FAIL TO INCLUDE THE ABOVE INFORMATION ON THE FACE OF THEIR PROPOSALS MAY BE DEEMED "NON-RESPONSIVE" AND SUCH PROPOSERS SHALL HAVE NO GROUNDS OF PROTEST IN THE EVENT THEIR PROPOSALS ARE OPENED IN ERROR.

PLEASE NOTE THAT ONLY PROPOSALS RECEIVED ON OR BEFORE THE DUE DATE AND TIME OF MARCH 16, 2021 AT 2:00 P.M. EST WILL BE ACCEPTED.

SUBMITTING A PROPOSAL IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY PROPOSAL RECEIVED AFTER THE DUE DATE AND TIME STATED IN THE SOLICITATION TIMETABLE IN THIS REQUEST FOR PROPOSALS WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE PROPOSALS WILL NOT BE CONSIDERED.

THE PROPOSAL MUST BE SIGNED BY AN AUTHORIZED OFFICER OF THE PROPOSER WHO IS LEGALLY AUTHORIZED TO ENTER INTO A CONTRACTUAL RELATIONSHIP IN THE NAME OF THE PROPOSER. THE SUBMITTAL OF A PROPOSAL BY A PROPOSER WILL BE CONSIDERED BY THE CITY AS CONSTITUTING AN OFFER BY THE PROPOSER TO PERFORM THE REQUIRED SERVICES AND/OR PROVIDE THE REQUIRED GOODS AT THE PRICE STATED BY THE PROPOSER.

SECTION 1 GENERAL TERMS AND CONDITIONS

1-1 DEFINITIONS

The term "Best and Final" shall refer to a responsive proposal that contains a proposer's most favorable terms for price, services and products to be delivered.

The term "Chief Procurement Officer" shall refer to the Director of the City's Procurement Department.

The term "City" shall refer to the City of Miramar, Florida, or its City Commission, as applicable.

The term "Contract" shall refer to the Contract or Contracts that may result from this Request for Proposals.

The terms "CBE Firm" or "SBE Firm" shall respectively refer to a County Business Enterprise ("CBE") or Small Business Enterprise ("SBE") as defined by Section 1-81.1(c) of the Code of Ordinances of Broward County, Florida, that has a Broward County Business Tax Receipt, is located and doing business in Broward County, and is certified as such by the Broward County Office of Economic Development and Small Business Development.

The term "FCBE Firm" shall refer to a business that is certified by the State of Florida Unified Certification Program (UC) or the State of Florida Office of Supplier Diversity

The term "Due Date and Time" shall refer to the due date and time listed in the Solicitation Timetable.

The term "Goods" shall refer to all materials and commodities that will be required to be provided by the Successful Proposer in accordance with the Scope of Services, and the Terms and Conditions of this Solicitation.

The term "Local Business" shall refer to a firm that has a business location within Miramar, is in compliance with all City licensing requirements, and is current on all City taxes.

The term "Procurement Office" shall refer to the Procurement Department of the City.

The term "Proposal" shall refer to any offer(s) submitted in response to this Request for Proposals.

The term "Proposal Forms" shall refer to any and all forms required to be completed by the Proposer in submitting a Proposal in response to this Solicitation.

The terms "Proposer" or the "Firm" shall refer to any person or entity submitting a Proposal in response to this Request for Proposals.

The terms "Provider" or "Successful Proposer" shall refer to the Proposer receiving an award as a result of this Request for Proposals.

The terms "Request for Proposals", "RFP" or "Solicitation" shall mean this Request for Proposals, including all Exhibits and Attachments as approved by the City, and any amendments/ addenda thereto issued by the Procurement Department.

The term "Specifications" shall refer to any and all requirements set forth in this Solicitation relating to the Goods and/or Services to be provided by the Successful Proposer.

The term "Subcontractor" or "Subconsultant" shall refer to any person, firm, entity, or organization, other than the employees of the Successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Services to the City, whether directly or indirectly, on behalf of the Successful Proposer.

The terms "Services", "Program", "Project", or "Engagement" shall refer to all matters and things that will be required to be done by the Successful Proposer in accordance with the Scope of Services, and the Terms and Conditions of this Solicitation.

1-2

AVAILABILITY OF REQUEST FOR PROPOSALS

Copies of this Solicitation package may be accessed on DemandStar at www.demandstar.com or by calling (800) 711-1712. DemandStar distributes the City's solicitations through electronic download, by facsimile, or through the U.S. Postal Service. Proposers are **not** required to register with DemandStar to receive a copy of any City solicitation. Registration with DemandStar is optional, at the sole discretion of the Proposer. DemandStar charges a nominal fee for distribution of solicitation packages.

Proposers choosing to register with DemandStar may do so online at www.demandstar.com or by requesting a faxed registration form by calling (800) 711-1712. **Note: If you are already registered with DemandStar for Broward County, you do NOT need to register again.**

To request the Solicitation from the City's Procurement Office, your request should include the following information: the Solicitation number and title, the name of the potential Proposer's contact person, the potential Proposer's name, complete mailing address, telephone number, and fax number.

Proposers who obtain copies of this Solicitation from sources other than DemandStar or the City's Procurement Department run the risk of not receiving amendments to the Solicitation because their names will not be included on the list of Firms participating in the process for this particular Solicitation. Such Proposers are solely responsible for those risks.

1-3

CONE OF SILENCE

Proposers are notified that this Solicitation is subject to a "Cone of Silence." Pursuant to Sections 2-421 and 2-422 of the City Code of Ordinances ("Code"), "Cone of Silence" is defined to mean a prohibition on any communication regarding this RFP between a potential contractor, service provider, bidder, proposer, offeror, lobbyist, or consultant and the City's personnel, including but not limited to the City Manager, member of the City's professional staff, or any member of the selection committee.

The Cone of Silence shall be imposed upon each request for proposal, request for qualifications, request for letters of interest or invitation for bids at the time of short listing by the selection team for responses to the particular solicitation, and for procurements, such as a bid, where a short listing is not created, in which case the cone of silence shall be imposed at the bid opening or at the time responses are received.

This Cone of Silence does not apply to oral communications at pre-proposal conferences; oral presentations before evaluation committees; contract negotiations; public presentations made to the City Commission during any duly noticed public meeting; or communications in writing at any time with any City employee, official, or member of the City Commission regarding matters not concerning this Solicitation.

The Cone of Silence shall terminate at the time the City Manager or his/her designee makes a recommendation to the City Commission at a duly scheduled meeting of the City Commission; provided, however, that if the City Commission refers the City Manager's recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent recommendation.

1-4

INTERPRETATIONS AND REPRESENTATIONS

If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of this RFP, he/she may submit to the City a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery in accordance with Section 1-7(b) below. Any interpretation will be made only by an addendum. Failure on the part of the prospective Proposer to receive a written interpretation before the submission deadline will not be grounds for withdrawal of a Proposal. Proposer will acknowledge receipt of each addendum issued by stating so in his/her Proposal. No oral explanation or instruction of any kind or nature whatsoever given before the award of a Contract to a Proposer shall be binding. The Proposer shall not rely on any representation, statement or explanation other than those made in this Solicitation document or in any addenda issued. Where there appears to be a conflict between this Solicitation and any addenda issued, the last addendum issued will prevail. See *also* Section 1-5 below.

1-5

RECEIPT OF ADDENDA AND SUBSTITUTE PROPOSAL FORMS

It is the Proposer's sole responsibility to ensure receipt of all addenda and substitute Proposal Forms. It is the Proposer's further responsibility to verify with the Procurement Office, prior to submitting a Proposal, that all addenda have been received.

All inquiries regarding this Proposal must be written and should be **emailed** to:

Procurement Department
City of Miramar
2300 Civic Center Place
Miramar, FL 33025
Darlene Charles
Procurement Analyst
Phone: (954) 602-3047
Email: dicharles@miramarfl.gov

1-6

CONTENTS OF SOLICITATION

a) General Conditions.

1) It is the sole responsibility of the Proposer to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the performance of this Solicitation. Pleas of ignorance by the Proposer of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of the City or the compensation to be paid to the Provider.

2) The Proposer is advised that this Solicitation is subject to all legal requirements and all other applicable City and county ordinances and/or state and federal statutes, rules and regulations.

b) Additional Information/Amendment.

1) Requests for additional information, explanation, clarification or interpretation must be made in writing to the Procurement Office at the address identified above, pursuant to Sections 1-4 and 1-5 above by the due date for requests for clarification, specified in the solicitation timetable. The request shall contain the requester's name, address, and telephone number.

2) The City's Procurement Office may issue a response to any inquiry if it deems necessary, by written amendment in the form of an addendum to the Solicitation, which shall be issued prior to the Solicitation Due Date and Time. The Proposer shall not rely on any representation, statement or explanation other than those made in this Solicitation document or in any amendments/addenda issued.

c) Conflicts in this Solicitation.

Where there appears to be a conflict between the General Terms and Conditions, the Special Conditions, the Specifications or Scope of Services, the Contract or any amendment/addendum issued, the order of precedence shall be: the last amendment/addendum issued; the Specifications or Scope of Services; the Special Conditions; the General Terms and Conditions, and then the Contract.

Where there appears to be a conflict in the Due Date and Time listed anywhere in this Solicitation, it is the sole responsibility of the potential Proposer to verify the Due Date and Time by calling the City's Procurement Office at (954) 602-3053.

1-7

PREPARATION AND SUBMISSION OF A PROPOSAL

a) Preparation/Submission.

1) The Proposal Forms shall be used when submitting a Proposal. Use of any other forms may result in the Proposer's Proposal being deemed "Non-Responsive."

2) The Proposal shall either be typed or completed legibly in ink. The Proposer's authorized agent shall sign the Proposal Forms in ink and all corrections made by the Proposer shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or the failure to comply with any of the foregoing may result in the rejection of the Proposal.

3) Upon request, the City will provide a tax exemption certificate, if applicable. Any special tax requirements will be specified either in the Special Conditions or in the Specifications.

4) Telegraphic or facsimile Proposals shall not be considered.

5) The apparent silence of the Specifications, and any amendment regarding any details, or the omission from the Specifications of a detailed description concerning any materials or Services requested, shall be regarded and interpreted as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of the Specifications shall be made upon the basis of this Solicitation.

b) Vendor registration is not required.

c) Criminal Conviction Disclosure.

Any individual Proposer who has been convicted of a felony during the past ten (10) years and any corporation, partnership, joint venture or other legal entity Proposer having an officer, director, member/manager or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a Contract with or receiving funding from the City. Forms for the disclosure of such a criminal conviction are available from the Procurement Office.

d) Sworn Statement on Public Entity Crimes.

Pursuant to Paragraph (2)(a) of Section 287.133, Florida Statutes, "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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

e) Preference for Local Bidders.

Except where federal, state or county law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five (5) percent of any bid or five (5) points of any Proposal score to a Local Business. Such preference shall apply to bids or Proposals for commodities, Services and construction.

f) Preference for Businesses Employing Miramar Residents.

A vendor located outside of the City limits is considered equivalent to a City vendor and accorded the same preference if it employs a minimum of ten (10) full time equivalent ("FTE") City residents or City residents constitute 20 percent of the FTE of the company's local workforce (in Broward and Miami-Dade Counties), whichever is larger. Such preference shall apply to bids or Proposals for commodities, Services and construction.

g) Preference for CBE, SBE and FCBE Firms.

Except where federal, state or county law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five (5) percent of any bid or five (5) points of any Proposal score to a CBE, SBE or FCBE Firm. Such preference shall apply to bids or Proposals for commodities, Services and construction.

h) Application of Preferences.

In the application of any price preference granted by the City Code or City policy, the preference is applied by granting the specified percent price reduction to the price of the bidder/Proposer allowed the preference. Preferences shall be additive and computed as a whole on the bid or Proposal.

i) Drug-free Workplace Preference.

All public bids or Proposals are subject to the City of Miramar Preference to Businesses with Drug-free Workplace Programs as set forth in Section 2-456(d) of the City's Code. The City grants a preference to a business with a drug-free workplace program whenever two (2) or more Proposals are equal with respect to price, quality, and Services. The Drug-free Workplace Vendor shall have the burden of demonstrating that its program complies with Section 287.087, Florida Statutes, and all other applicable state law. All Proposers shall submit the form entitled "**DRUG-FREE WORKPLACE AFFIDAVIT.**"

j) Anti-Kickback Affidavit.

All Proposers shall submit the duly signed and notarized form entitled "**ANTI-KICKBACK AFFIDAVIT.**"

k) Non-Collusion Declaration.

All Proposers shall affirm that they have not and shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Services for which their Proposal has been submitted, or to refrain from offering a Proposal in connection with such Service; or, in any manner, directly or indirectly, been sought by another person to fix the price or prices in the Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Proposer, or any person interested in the proposed Services. All Proposers shall submit the duly signed form entitled "**NON-COLLUSION DECLARATION.**"

l) Non-Discrimination Affidavit.

All Proposers shall affirm that their organization shall not discriminate against any person in its operations, activities or delivery of Services. Proposers shall also affirmatively comply with all applicable provisions of federal, state and local equal employment laws, and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor that cannot lawfully be used as a basis for Service delivery. All Proposers shall submit the duly signed and notarized form entitled "**NON-DISCRIMINATION AFFIDAVIT.**"

m) Business/Vendor Profile Survey.

All Proposers shall provide the City with the information requested in the Business/Vendor Profile Survey prior to being recommended for award of any Contract resulting from this Solicitation.

- n) Request for Taxpayer Identification Number and Certification.

All Proposers shall provide the City with their Taxpayer Identification Number prior to being recommended for award of any Contract resulting from this Solicitation.

- o) Antitrust Laws.

By submitting a signed Proposal, the Successful Proposer acknowledges compliance with all antitrust laws of the United States and the State of Florida in order to protect the public from restraint of trade, which illegally increases prices.

- p) Conflicts of Interest.

The award of a Contract is subject to the provisions of Chapter 112, Florida Statutes. Proposers shall disclose the name of any officer, director, partner, associate, or agent who is also an officer, appointee, or employee of the City at the time of the Proposal or at the time of an occurrence of a conflict of interest.

- q) Collection of Fees and Taxes.

By accepting the award of a Contract, the Successful Proposer acknowledges compliance with the requirement that all delinquent and currently due fees and taxes have been paid. The City may require verification and satisfaction of all delinquencies and currently due fees and taxes prior to recommending a Proposer for the award of any Contract.

1-8

MODIFICATION OR WITHDRAWAL OF A PROPOSAL

- a) Modification of a Proposal

Any modification of a Proposal by the Proposer shall be submitted to the Office of the City Clerk prior to the Solicitation Due Date and Time. The Proposer shall submit the new Proposal and a letter, on company letterhead, signed by an authorized agent of the Proposer stating that the new submittal supersedes the previously submitted Proposal. The sealed envelope or container shall contain the same information as required for submitting the original Proposal. In addition, the envelope or container shall be marked with a statement that "This Proposal Replaces the Previously Submitted Proposal." No modifications of a Proposal shall be accepted after the Solicitation Due Date and Time.

- b) Withdrawal of a Proposal

A Proposal may be withdrawn at any time prior to the Solicitation Due Date and Time. A Proposal may also be withdrawn 180 or more calendar days after the Solicitation Due Date and Time, provided that the Proposal is withdrawn prior to a recommendation for the award of a Contract being made. Withdrawals may only be made by written communication delivered to the Office of the City Clerk at the address identified in this

Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

1-9

LATE PROPOSALS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

Proposals received after the Solicitation Due Date and Time will not be accepted, opened, or considered. Modifications of Proposals received after the Solicitation Due Date and Time will also not be accepted or considered. Withdrawal of Proposals received after the Solicitation Due Date and Time but prior to the expiration of 180 calendar days after the Solicitation Due Date and Time will not be accepted or considered.

1-10

SOLICITATION POSTPONEMENT OR CANCELLATION

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all Proposals, re-advertise this Solicitation, postpone or cancel, at any time, this Solicitation process, or waive any irregularities in this Solicitation or in the Proposals received as a result of this Solicitation.

1-11

COST OF PROPOSALS

All expenses involved with the preparation and submission of Proposals to the City, or any Services provided in connection therewith, shall be borne by the Proposer(s). No payment shall be made for any responses received or for any other effort required of or made by the Proposer(s) prior to the provision of Services as defined by a contract duly approved by the City Commission.

1-12

ORAL PRESENTATIONS

The City may require Proposers to perform an oral presentation in support of their Proposals or to exhibit or otherwise demonstrate the information contained therein. This presentation or demonstration may be performed before the Evaluation/Selection Committee or the City Commission. If required, the City shall notify Proposers with as much advance notice as possible prior to the date of such a presentation.

1-13

EXCEPTIONS TO THE SOLICITATION

Proposers may take exception to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken.

Where exceptions are taken, the City, in its sole discretion, shall determine whether to consider the exception and/or the acceptability of the proposed exceptions.

The City is under no obligation to accept or consider any exceptions or accept any Proposal with an exception. Proposers are reminded that they may submit one (1) Proposal without exceptions and an alternate Proposal with exceptions.

1-14

PROPRIETARY AND/ OR CONFIDENTIAL INFORMATION

- a) Proposers are notified that all information submitted as part of or in support of Proposals will be available for public inspection after opening of the Proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Records Law." Any person wishing to view the Proposals in person may make an appointment by calling the Procurement Office at (954) 602-3053.
- b) All Proposals submitted in response to this Solicitation become the property of the City. Unless the City is notified and acknowledges that the information submitted is proprietary, copyrighted, trademarked, or patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any Proposal when determined to be in the City's best interest. Acceptance or rejection of any Proposal shall not nullify the City's rights hereunder.

1-15

EVALUATION OF PROPOSALS

- a) Rejection of Proposal.
 - 1) The City may reject any Proposer's Proposal and award the Contract to the next highest evaluation scoring, responsive, responsible Proposer.
 - 2) The City may reject the entire or any portion of all Proposals submitted and re-advertise for all or any part of this Solicitation, whenever it is deemed in the best interest of the City. The City shall be the sole judge of what is in its "best interest."
 - 3) The City may reject any Proposal if the Proposer does not accept or attempts to modify the terms and conditions of this Solicitation.

- b) Elimination from Consideration.

No Contract shall be awarded to any person or firm that is in default to the City as a result of any debt, taxes, or any other obligation whatsoever.

- c) Waiver of Informalities.

The City reserves the right to waive any informalities or irregularities in any response to this Solicitation other than the timeliness of the response.

d) Demonstration of Competency.

- 1) A Proposal shall only be considered from a Firm that is regularly engaged in the business of providing the Goods and/or Services required by this Solicitation. Proposers must be able to demonstrate a good record of performance and have sufficient financial resources, equipment and organization to ensure that they can satisfactorily provide the Goods and/or Services required by this Solicitation.
- 2) The City may conduct a pre-award inspection of the Proposer's site or hold a pre-award qualification hearing to determine if the Proposer possesses the requirement(s) as outlined in the above paragraph and is capable of performing the requirement(s) of this Solicitation. The City may consider any evidence available regarding the financial, technical or other qualifications and abilities of the Proposer, including past performance (experience) with the City or any other governmental entity.
- 3) The City may require the Proposer to show evidence that it has been designated as an authorized representative of a manufacturer, supplier and/or distributor if required by this Solicitation.
- 4) The City reserves the right to audit all records, financial or otherwise, pertaining to and resulting from any award as a result of this Solicitation.

1-16

NEGOTIATIONS

- a) The City may award a Contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best efforts. The City, in its sole discretion, reserves the right to enter into Contract negotiations with the highest evaluation scoring, responsive, responsible Proposer whose Proposal is most advantageous to the City. Should the City and that Proposer fail to reach agreement on a mutually acceptable Contract, the City shall have the right to terminate contract negotiations and to negotiate same with the next highest evaluation scoring, responsive, responsible Proposer. No Proposer shall have any rights against the City arising from such negotiations until a Contract acceptable to the City has been awarded and executed.
- b) To assure full understanding of and responsiveness to the Solicitation requirements and full understanding of qualified Proposals or offers, discussions may be conducted with qualified Proposers or offerors who submit responses determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of and responsiveness to the Solicitation requirements. The respondents shall be accorded fair and equal treatment with respect to any

opportunity for discussion and revision of responses, and such revisions may be permitted through negotiations prior to award for the purpose of obtaining best and final Proposals or offers.

1-17

AWARD OF CONTRACT(S)

a) Contract Award.

The award of a Contract may be preconditioned on the subsequent submission of other documents specified in the Special Conditions or Specifications. The Successful Proposer shall be deemed "Non-Responsive" if such documents are not submitted in a timely manner and in the form required by the City. Where the Successful Proposer is deemed "Non-Responsive" as a result of such failure to provide the required documents, the City may award the Contract to the next highest evaluation scoring, responsive, responsible Proposer.

b) Independent Contractor.

The Successful Proposer shall be a contractor operating independently from the City. All employees and contractors of the Successful Proposer shall be considered to be, at all times, the sole employees or contractors of the Successful Proposer, under the Successful Proposer's sole discretion, and not an employee, contractor, or agent of the City. Nor shall employees and contractors of the Successful Proposer enjoy any privity of contract with the City. Neither the Successful Proposer nor any of its employees shall receive any City benefits available to employees of the City. The Successful Proposer shall supply competent and physically capable employees and contractors. The City may require the Successful Proposer to remove any employee or contractor the City deems careless, incompetent, insubordinate, or otherwise objectionable and/or whose continued performance of the Services is not in the best interest of the City.

c) Contract Extension.

The City reserves the right to automatically extend any Contract for up to 180 calendar days beyond the stated Contract term under the same terms and conditions of said Contract. The City shall notify the Successful Proposer in writing of such extensions. Additional extensions beyond the first 180-day extension may occur if approved by the City Commission, with the mutual agreement of the City and the Successful Proposer.

d) Limited Contract Extension.

Any specific work assignment which commences prior to the termination date of any Contract and which will extend beyond the termination date shall, unless

terminated by mutual written agreement of both parties, continue until completion at the same prices, terms and conditions as set forth in the Contract.

e) Warranty.

Any implied warranty granted under the Uniform Commercial Code shall apply to all goods purchased under any Contract.

f) Estimated Quantities.

Estimated quantities or estimated dollars, if provided, are for Proposer's guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the period of the Contract. The City is not obligated to place any order for a given amount subsequent to the award of any Contract. Estimates are based upon the City's actual needs and/or usage during a previous contract period. Said estimates may be used by the City for purposes of determining the highest evaluation scoring, responsive, responsible Proposer meeting the Specifications.

g) Non-Exclusive Contract.

Although the purpose of this Solicitation is to secure a Contract that can satisfy the total needs of the City, it is agreed and understood that any Contract awarded does not create the exclusive rights of the Successful Proposer to receive all orders that may be generated by the City in connection with the types of products and/or Services requested, unless otherwise stated herein.

1-18

RIGHT TO APPEAL AWARD RECOMMENDATION

- a) After a notice of intent to award a Contract is posted, any actual or prospective bidder/Proposer who is aggrieved in connection with the pending award of the Contract or any element of the process leading to the award of the Contract may protest to the Chief Procurement Officer. A protest must be filed within five (5) business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and accompanying fee is received by the Chief Procurement Officer.
- b) A nonrefundable filing fee from protester is required to compensate the City for the expenses of administering the protest. The fee shall be in the form of cash or a cashier's check, and in accordance with the schedule set forth below:

Contract Award
 \$10,000-\$50,000
 \$50,001-\$250,000
 \$250,001 and greater

Protest Filing Fee
 \$500.00
 \$1,000.00
 1% of the pending award or \$5,000.00,
 whichever is greater

1-19

RESULTING CONTRACTOR OBLIGATIONS

- a) Rules, Regulations, Licensing, and Other Requirements.

The Proposer shall comply with all laws and regulations applicable to the Goods and/or Services requested in this Solicitation. The Proposer is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the Goods and/or Services offered.

- b) Condition of Packaging and Packaging Materials.

If applicable, and unless otherwise specified in the Special Conditions or Specifications, all containers shall be suitable for shipment and/or storage and recyclable to the greatest extent possible.

1-20

REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS

All Contracts with the City for the purchase of supplies, materials, or Services, including professional Services that involve the expenditure of \$25,000.00 or more, shall require that the Proposer submits with its Proposal a list of all first-tier Subcontractors or Subconsultants who will provide any part of the Contract Services and all suppliers who will provide materials for the Contract Services directly to the Successful Proposer. In addition, the Successful Proposer shall not change or substitute Subcontractors, Subconsultants or suppliers from those listed in the Proposal, except upon written approval of the City.

All Proposers shall submit the completed Proposal form entitled "**PROPOSER'S DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS**" with their Proposal(s). **FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER THE PROPOSAL "NON-RESPONSIVE."**

1-21

OTHER AGENCIES (PIGGYBACK CLAUSE)

The successful Proposer(s) from this RFP may permit any other municipality or government agency to contract with the Proposer under the same prices, terms, and conditions of the Agreement entered into with the City. Any other agency that chooses to piggyback the terms and conditions of this contract shall do so independently and shall be responsible for its own purchases.

1-22**VENDOR REGISTRATION**

Vendors who are interested in registering their business with the City of Miramar may do so by visiting the following link: <https://www.miramarfl.gov/189/Vendor-Registration>.

1-23**ACCEPTANCE OF CREDIT CARDS**

The City of Miramar has implemented a Purchasing Card (P-Card) Program. Vendors must have the capability to accept credit cards for payments or must be willing to take the necessary steps to have the capability to accept credit cards prior to the implementation of this agreement as the City may opt to use the P-Card (SunTrust Mastercard) as its method of payment.

While acceptance of credit cards for payments may be mandatory, this shall not be the City's exclusive method of payment. Contractors shall not charge a surcharge, convenience fee or any other fees associated with the acceptance of payment by the City's P-Card.

SECTION 2 SPECIFIC TERMS AND CONDITIONS

2-1

PURPOSE: TO ESTABLISH A CONTRACT BETWEEN A PROVIDER AND THE CITY OF MIRAMAR FOR SECURITY GUARD SERVICES.

The purpose of this Solicitation is to establish a contract for the Services specified herein from an entity that will provide prompt and professional Service. Specifically, the purpose is to select a Provider to perform Security Guard Services in accordance with the terms, conditions, and Scope of Services contained in this RFP.

The City is requesting Proposals from experienced individuals, groups, or companies, hereinafter referred to as the "Proposer", to provide the Services for the City.

2-2

SOLICITATION TIMETABLE

The anticipated schedule* for this Solicitation and the award of the Contract shall be as follows:

<u>Milestone</u>	<u>Timeframe</u>
RFP Issuance.....	Tuesday, February 16, 2021
Deadline for Clarification Questions.....	Tuesday, February 23, 2021.
Proposals Due to City.....	Tuesday, March 16, 2021 by 2:00 PM EST
Final Ranking of Proposers	TBA
Contract Negotiations	TBA
Award of RFP and Contract by City Commission	TBA

***Dates in this schedule occurring after the Proposal Due Date and Time may be amended by the City in its sole discretion, and no rights shall inure to any Proposer due to such amendment.**

2-3

PRE-PROPOSAL CONFERENCE (NON-MANDATORY)

No Pre-Proposal conference will be held.

2-4

TERM OF CONTRACT: THREE YEARS WITH TWO OPTIONAL ONE-YEAR RENEWAL PERIODS

The term of the Contract resulting from this Solicitation shall be for a period of three years commencing on the date on which the Contract has been signed by both parties, or, if provided, the commencement date specified in the Contract.

After the initial three (3) year period, the City shall have the option to renew for two additional one year periods. **Continuation of the Contract beyond the initial period is a**

prerogative of the City, not a right of the Proposer. This prerogative will only be exercised when such continuation is clearly in the best interest of the City

In addition to any renewal, if provided for, the Chief Procurement Officer may authorize up to a 90-day extension of a Contract in accordance with the terms and conditions of the Contract. The City Manager or his/her designee is authorized to extend, for operational purposes only, for a maximum of 180 days, any Contract entered into by the City pursuant to City Commission approval. Any further extensions of such Contract require the approval of the City Commission.

2-5 METHOD OF AWARD

The award of any Contract resulting from this Solicitation will be made to the highest evaluation scoring, responsive, responsible Proposer whose Proposal will be the most advantageous to the City, taking into consideration price and the other evaluation factors set forth in this Solicitation.

2-6 METHOD OF PAYMENT: PERIODIC INVOICES FOR SERVICES RENDERED

The Successful Proposer(s) shall submit fully documented invoices within 30 calendar days after Services have been rendered. These invoices shall be submitted to the City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, Florida 33025. All documentation shall reference the appropriate Contract number, the type of Service(s) provided, and the dates or period that the Service(s) were provided in the prior 30 days.

2-7 CONTENTS OF PROPOSAL

The contents of the Proposal shall be as required by this RFP, including the information required in **Section 3-19** below.

2-8 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Successful Proposer understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The City and Successful Proposer agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

2-9 ACCEPTANCE OF SERVICES BY THE CITY

The Services shall be performed by the Provider consistent with the highest professional standards. Any Services not provided as required shall be corrected by the Provider to the extent possible at no cost to the City.

2-10

POINT OF CONTACT

For any additional information regarding the Scope of Services and requirements of this Solicitation, contact the Procurement Office at:

Procurement Department
City of Miramar
2300 Civic Center Place
Miramar, FL 33025

Darlene Charles
Procurement Analyst
Phone: (954) 602-3047
dicharles@miramarfl.gov

SECTION 3 SCOPE OF SERVICES AND SPECIAL REQUIREMENTS; PROPOSAL EVALUATION AND CRITERIA; CONTENTS OF PROPOSAL

3-1

PURPOSE AND INTENT OF REQUEST FOR PROPOSALS

The City of Miramar is seeking a qualified firm to provide unarmed security guard services at City-owned facilities, specifically, the City's Cultural Center (referred to as "M.C.C.A."), the City's Wastewater Reclamation Facility (referred to as "WWRF"), and the City's Multi-Service Complex, in addition to other facilities as needed.

It is the intent of the City to provide unarmed security guard services by means of well-trained, experienced, alert, interested, and reliable security guards for protection of personnel/property at specified facilities. The Proposer shall impress upon its personnel that their primary duty and responsibility is to safeguard City employees as well as property in and around City facilities. This general order supersedes all others. The Proposer's personnel shall act in a courteous and professional manner at all times. The Proposer shall provide appropriately equipped and trained personnel, with background inspections completed according to the City's specified eligibility criteria. The Proposer shall be liable for losses, potential losses or damages arising from the actions of its personnel.

3-2

SCOPE OF SERVICES

The Proposer Shall:

1. Administer and provide security guard services for the M.C.C.A., which shall include, but not be limited to, the main theater, art gallery, banquet hall, kitchen, botanical garden, 1st and 2nd floor studios and administration offices.
2. Administer and provide security guard services for the WWRF, which shall include, but not be limited to, staffing the main entrance security gate as well as periodic patrolling of the compound without leaving the gate compromised.
3. Administer and provide security guard services for the Multi-Service Complex, which shall include, but not be limited to, staffing the main front desk and periodically patrolling the building, both inside and out on a daily basis.
4. Provide sufficient security to protect all City property and equipment from being damaged, defaced, destroyed or stolen.
5. Accept responsibility for the custody of all City property, sites or buildings; any losses due to theft or vandalism shall be reimbursed to the City by the Successful Proposer.

3-3

SERVICE REQUIREMENTS

The Proposer shall ensure the following Service requirements are met:

1. WORKDAYS AND HOURS

- a. Security guard Service shall be provided for the hours and workdays for each location as noted in this Solicitation.
- b. The Work Schedule shall be as follows:
 - WWRF: Monday – Friday, 7:00 AM – 6:00 PM
 - M.C.C.A.: Monday – Sunday, 16 hours per day (2 shifts, 7AM – 3PM, 3PM-11PM)
 - Multi-Service Complex: Monday – Friday 7:30 AM – 6:00 PM

Note: the above schedule does not include City Holidays

2. TRAINING

- a. Proposer shall designate a training officer who shall perform all training for a new security guard assigned to the City.
- b. If a new security guard is provided subsequent to the City-provided training, the Proposer shall ensure the newly assigned security guard is properly trained on City security procedures for a minimum of eight hours and at no additional cost to the City, prior to assigning duty locations.
- c. Training shall include, but not limited to, working on-site at a City security guard post with a guard previously trained by the Proposer.
- d. Once individuals are trained, the same individual shall be utilized and assigned to the same City post areas and given the opportunity to be cross-trained at other security guard posts.

3. SITE-SPECIFIC PROCEDURES

- a. Site-Specific Procedures will be identified and developed jointly by the City and Contractor.

4. SECURITY GUARD DUTIES

- a. The security guards shall perform the following duties among other duties as deemed necessary by the City:
 - Be knowledgeable of the specification requirements and post instructions to ensure strict compliance with the requirements.
 - Ensure door and gates are locked and unlocked as requested by the City.

- Patrol interior and exterior of buildings, grounds, and City vehicles at random intervals.
- Monitor all security systems including, but not limited to, burglary, fire, and close circuit television ("CCTV") systems.
- Report any maintenance problems to the City building facility manager and the City Security Branch so that staff can make entries into the Daily Activity Log.
- Complete Daily Security Report form(s) and ensure all activity occurring during the shift is recorded to include, but not limited to, any unusual and suspicious activity.
- Assist the City building facility manager and the City first responders in implementing the City procedures for all fire alarms, bomb threats and other emergencies.
- Regularly conduct random checks on all boxes and containers taken out of the building to ensure City property is not removed by unauthorized personnel.
- Maintain contact with designated City staff by phone or two-way radio as established by post instructions to designated dispatcher.
- Maintain respect for and high level of professionalism toward employees, contractors, and visitors. Maintain a professional and business like demeanor at all times.
- Be present at assigned duty areas at required times. Security guards shall not leave assigned area unattended until properly relieved. Under no circumstances shall any assigned duty area be left unattended without prior written City approval.
- Be alert to surrounding area of responsibility at all times.
- Ensure unauthorized personnel do not enter City grounds and facilities beyond general public access at any time.
- Avoid using force except when absolute necessary to protect persons and property.
- Control pedestrian traffic entering and departing the facilities.
- Enforce a personnel identification system by checking identification badges and/or vehicle parking decal permits, if applicable, and preventing entry of any unauthorized persons and/or vehicles into the facility.
- Maintain complete and accurate records regarding entry and departure of employees, visitors and vendors on City property.
- Protect and safeguard materials, data, equipment and City property against loss, theft or damage.
- Provide reports which detail all unusual situations and circumstances to the security personnel's supervisor both verbally and in writing.
- Respond to alarms, suspicious activities, fires, injuries, security incidents or any emergency situations.
- Participate in the initial incident investigations and submitting appropriate detailed reports to the appropriate City staff.
- Patrol on foot within the facility and check designated areas, rooms, materials, equipment, etc.
- Deter intruders and make rounds as required, at times designated. It is necessary that security equipment (fencing, locks, alarms, intrusion devices, etc.) be checked during tours of duty to assure that this equipment has not been tampered with, removed, destroyed, cut, broken or found to be defective in any way.

- Conduct initial investigations into any unusual incidents or occurrences uncovered during a tour of duty and, without undue delay, notify the City site representative or his/her designee and submitting a detailed report to security personnel's supervisor with a copy of the report to the Contract Administrator.
- Attend all court appearances for enforcement actions in which any security guard was involved at no additional cost to the City.
- Contact appropriate departments when incoming mail, fax, or carrier delivery is received at their post. Department personnel will be responsible for receipt of such material.
- Report any hazardous safety condition.
- Monitor CCTV monitors for specific buildings and areas (i.e. parking lots) when not performing other duties. The guard shall immediately report any and all suspicious, criminal or unusual activity at any City location to the local police department and the City designated representative.
- Perform any other duties or functions not specifically outlined or set forth above but which are identified as falling within the scope and realm of a security guard's responsibilities.

5. CONTRACT MANAGER DUTIES

a. The Contract Manager shall:

- Maintain continuous awareness of the quality and completeness of the work performed by the security guard personnel.
- Make periodic joint inspection checks on all security guards with the City designated representative on a monthly basis or as requested by the City.

6. COVID-19 REQUIREMENTS

The Successful Proposer shall ensure that all personnel performing work at any facility fully comply with the City's current Covid-19 protocols.

3-4

KEY PERSONNEL QUALIFICATIONS

The Proposer shall provide the following key personnel with the listed qualifications:

1. CONTRACT MANAGER:

The Contract Manager shall have:

- a. A minimum of three years of experience within the last five years in managing security guard personnel.
- b. Extensive knowledge and experience in unarmed services and patrol services procedures. "Extensive knowledge" is defined as a broad knowledge of elements of a job and interrelated business areas to develop or direct the development of new

methods, procedures or processes, implement their use and integration into existing programs and assume responsibility for people and its Services.

- c. Specialized training in laws and liabilities, security awareness, mediation and conflict resolution, disaster and emergency situations and managing personnel at various types of facilities.

2. UNARMED SECURITY GUARD(S) QUALIFICATIONS:

Security guard(s) shall have:

- a. A minimum of six (6) months experience with the company, one (1) year experience as a security guard and patrolling services in the field, excluding training, and a current Florida Class D security guard license.
- b. The ability to walk a minimum of 300 yards, climb stairs, and lift and carry 20 pounds.
- c. The physical and mental ability to perform the requirements of this specification.
- d. A high school diploma or GED equivalent.
- e. English language fluency with ability to receive, give, and understand written and verbal instructions and procedures.
- f. The ability to communicate orally and in writing.
- g. Possess proper telephone etiquette answering skills.
- h. Any required licensing and qualification to carry any type of non-lethal weapons, such as batons, chemical spray, etc. Carrying of non-lethal weapons shall be only as authorized by the City. Upon approval to carry non-lethal weapons, the Proposer shall furnish proof to the City verifying security guards are qualified and have been trained.

3-5

UNIFORMS AND EQUIPMENT

- 1. The Successful Proposer shall provide the following:
 - a. Labor, uniforms, badges, equipment, materials, supplies, vehicles, training, supervision, and management to satisfactorily perform unarmed security guard services as required by the Contract in compliance with all applicable Florida laws that pertain to the "Security Services" field. A professional appearance and demeanor are vital to a positive first impression.
 - b. One flashlight, reflective, high conspicuity safety vest with "SECURITY" on back, and foul and cold weather apparel for each security guard.
 - c. All additional necessary equipment/materials for security guard's use including but not limited to: flashlights, clipboards, log books, daily activity logs, two way hand held radio/Cell phone, etc.

2. Security guards shall:

- a. Be in uniform at all times while on duty. The uniform shall be neat, clean, pressed and kept in good physical condition. Non-company supplied symbols, pins, buttons, or slogans may not be applied to the uniform.
- b. Wear an identifying name badge with the company's logo which shall be clearly visible.
- c. Maintain a neat and professional appearance at all times.
- d. Carry all equipment necessary in the performance of their duty.

3-6

PERSONNEL REPLACEMENT

1. The City designated representative shall have the final approval as to which security guard may be assigned to City facilities.
2. The City reserves the right to request to remove and replace any security guard or staff who, in the City's sole discretion, does not meet the City professionalism, is not attentive to duty requirements, and who appears incapable of performing assigned duties or is not in compliance with service requirements in this specification or the City post Instructions.
3. Any security guard that the City requests to be removed shall be replaced within one hour during the term of the Contract period as requested by the designated representative of the City.
4. **EMERGENCY:** The City will require the Proposer to provide additional unarmed uniformed security guards personnel at City facilities or facilities under the control of the City during emergency situations, such as a natural disaster, act of terrorism, or a catastrophic event. This service is on an as-needed basis. Additional security guards shall be readily available within four (4) hours of telephone notification by the City designated representative.
5. Security guards shall remain on duty and may be required to work up to 12 hour shifts. Security guards may be required to work up to an additional 12 hours during the day or night and on any day of the week.
6. Security guards shall not work more than two consecutive shifts, unless it has been mutually approved by the City and the Proposer.
7. Security guards reporting to work under the influence of alcohol or any illegal substance or out of uniform will not be allowed to stay on duty. The Successful Proposer shall be responsible for the immediate replacement of the guard and shall staff the post until the next scheduled guard arrives for duty.

8. Security guards may be assigned additional duties as designated by the City designated representative, including but not limited to driving, transportation, carrying and lifting objects, protecting designated areas with supplies and materials and other duties as assigned within the scope of specification

3-7

NON-COMPLIANCE WITH WORK HOUR REQUIREMENTS

1. If a Proposer fails to have a security guard on duty at a City specified work facility at the scheduled time for three occurrences during six-month period, the City may, at its discretion, cancel the Contract due to non-performance.
2. The Successful Proposer must ensure assigned guards are at their designated post at the scheduled time. If a security guard is unable to report to duty as scheduled, the Proposer shall immediately provide a replacement to begin at the designated scheduled time or have the Site Supervisor replace the guard until a replacement arrives for duty.
3. In the event that a designated post is left unguarded, and City personnel should provide coverage and act in the capacity of the guard, the City will have the right to deduct the amount for the City staff's wages and benefits from the monthly invoice, or seek reimbursement from the Proposer.
4. Security Guard may not sleep on while on duty. If a guard should sleep while on duty at one of the designated posts, the City reserve the right to terminate the Contract.

3-8

PROPOSER REQUIREMENTS

The Proposer shall:

1. Have an office located in the Broward or Miami-Dade County. The City has the right to inspect the Proposer's office before or after award. Proposer shall maintain and staff the office 24 hours a day, seven days a week during the term of the Contract and provide a local 24-hour, seven-days-a-week phone number.
2. Be in compliance with Florida Statutes Chapter 493 and all applicable local, state and federal rules and regulations.
3. Have sufficient security staff and security guard personnel to meet City needs during regular scheduled hours and emergency events.
4. Be in good financial standing and shall not be in any form of bankruptcy, current in payment of all taxes and fees and have no other financial difficulties that may prevent Proposer from completing this Service.
5. Agree to have Contract Manager or site supervisor shall return calls within 15 minutes of being contacted by the City designated representative.

6. Not use City employees who may have secondary employment with the Successful Proposer to staff City designated posts.
7. Provide the following security guards on an as-needed basis, which may include but not be limited to:
 - a. Uniformed unarmed or unarmed patrol guards.
 - b. Uniformed unarmed security guards when requested by the City for special occasions or in emergency situations.
 - c. Security guard site supervisors.
8. Provide the required type of security guards at multiple service facilities at the time requested by the City.
9. Provide proof of valid Florida Class D licenses for all guards assigned to work at City-designated posts and provide background check for guards as requested by the City.
10. Provide the City designated representative the names of all security guard personnel performing under the Contract and provide updated information as changes occur.
11. Ensure security guard(s) are on time and at their scheduled the City facility.
12. Prior to security personnel being assigned to a shift at any the City facility, the Proposer shall:
 - a. Submit a letter to the City designated representative verifying each individual assigned meets or exceeds the City's security requirements.
 - b. Ensure that the relevant security guard does not work more than two consecutive shifts either for the City or the City and another client of the contractor, unless otherwise directed or approved by the City representative.
13. Provide staff and personnel with dependable vehicles with company logo as needed at designated the City locations.
14. Meet with the City-designated representative and establish post procedures and instructions for each assigned post.
15. Ensure that any request for changes to post procedures or other special requests for security guards be made in writing. These changes must be approved by the City-designated representative in writing.
16. Correct all discrepancies brought to the attention of the Proposer by the City designated representative within 24 hours.

3-9

ADDITIONAL LOCATIONS

The City reserves the right to add or remove facilities to and from the Contract, or adjust work schedule within 15 days written notice. There may be instances when the City will request the addition or removal of security guard immediately due to emergency situations.

3-10

CONFIDENTIALITY

City business may not be disclosed to any individual, corporation, news entity or any other government agency at any time without prior written approval of the City.

3-11

CONTRACTOR OR SUBCONTRACTOR MONITORING

During the term of the Contract, the City may or may not have contractors and/or subcontractors working on special projects at City facilities. The city may require that the Successful Proposer:

- a. Provide a security guard to monitor and oversee the contractor and subcontractor personnel while working at designated facilities. The City will provide a minimum of 48 hours notice to Proposer when additional security will be needed.
- b. If the City requests additional security guards at a facility to monitor a contractor or subcontractor, and the contractor or subcontractor is not at the facility, the City will pay a minimum of two hours of regular time to the Proposer.

3-12

MANAGEMENT AND PERSONNEL

The Proposer shall include the following information in the Proposal:

1. Profile of the Firm – State whether your firm is local, national, or international. Additionally, state the following:
 - a. Age and size of the firm and local office.
 - b. Location of the office where the work on this Project is to be performed.
 - c. Number and nature of the staff to be assigned to this Project on a full-time basis (resumes are preferred).
 - d. Number and nature of staff to be assigned to this Project on a part time basis (resumes are preferred).
 - e. How long the firm has been operating as the same business entity.
2. Identify the supervisory and management staff who will be assigned to the Project and indicate whether each holds any certifications and licenses applicable to the proposed Project. Provide resumes for each person that will be assigned to this Project.

3. Provide a detailed description of the nature and status of any pending or completed litigation, claims made, investigations and or sanctions by the SEC, MSRB or other similar entities, contract disputes or defaults and liens arising in regard to your company's performance of any services or current or former members of your firm arising (during the tenure at your firm) within the last five years prior to the Due Date of this RFP. If Subcontractors or Subconsultants are utilized, provide similar information for the Subcontractors/Subconsultants.

3-13

SILENCE OF SCOPE OF SERVICES

The apparent silence of the foregoing Scope of Services as to any detail or omission from it as to a detailed description concerning any specifics shall be regarded as meaning that only the best commercial practices are to prevail and that only equipment and workmanship of first quality are to be used. All interpretations of this Scope of Services shall be made upon the basis of this statement.

3-14

REFERENCES

1. Please provide at least five client references for which the Project team/firm has provided similar services and example deliverables (if allowed), along with contact information. (See Proposer References Form, Section 4).

3-15

PROPOSAL EVALUATION AND CRITERIA

Following the closing of this Solicitation, the Proposals will be evaluated by a selection committee appointed by the Chief Procurement Officer. The selection committee may be comprised of any combination of City staff, consultants, or other non-City persons, all of whom have the appropriate experience and knowledge relating to the Services sought by this Solicitation, while striving to ensure a well-balanced committee. The scoring of the Proposals will be based on a point total and not a percentage factor. The selection committee will evaluate and score the Proposals received on the basis of the criteria and available points indicated below. The committee shall reserve the right to require one (1) or more oral presentation from one (1) or more of the Proposers, either before or after the initial scoring, and shall have the option to short-list and re-score after the receipt of additional information from such presentations, follow-up questions and answers, on-site Proposer demonstrations (to include module and/or functionality demonstrations, technical demonstrations, service presentation and other due diligence), completed reference checks or site visits.

Evaluation Categories	Points
A. Experience and Expertise	25
B. References	10
C. Resources and Proposed Method of Contract Performance	20
D. Price/Fee Structure	30
E. Financial Stability	15
F. Local Preference	5
F. CBE/FCBE/SBE Preference	<u>5</u>
Total Points	110

Scoring for References (Criteria B):

Proposers must submit five (5) completed and signed Reference Questionnaires (See Section 4), for which work was satisfactory. Each completed and signed Reference questionnaire that is satisfactory in ALL areas will receive 1/5 of the possible points allocated. If a questionnaire contains an area that is unsatisfactory, Proposer will not be awarded points for that reference questionnaire.

Example 1:

Firm "A" submits 5 Reference Forms that are satisfactory in all areas

$1/5 \times 5$ (reference sheets) $\times 10$ (total possible points) = 10 points

Example 2:

Firm "B" submits 4 Reference Forms that are satisfactory in all areas

$1/5 \times 4$ (reference sheets) $\times 10$ (total possible points) = 8 points

Scoring for Price/Fee Structure (Criteria D)

Lowest Cost Proposal divided by Proposer "X" Cost Proposal, times maximum available cost points = Proposer "X" Cost Score

Example:

Firm "A" cost proposal is \$10,000 and is the lowest cost proposal

Firm "B" cost proposal is \$15,000

Firm "C" cost proposal is \$20,000

Cost Points Available: 30

Calculation:

Firm "A": Lowest price and receives 30 points

Firm "B": $(\$10,000)/(\$15,000) \times 30 \text{ points} = 20 \text{ points}$
Firm "C": $(\$10,000)/(\$20,000) \times 30 \text{ points} = 15 \text{ points}$

3-16 MINIMUM QUALIFICATIONS

In order for a Proposal to be considered by the City, Proposers shall demonstrate, in their Proposals, compliance with the following minimum requirements:

- Be licensed to do business in the State of Florida.
- Operating as the same business entity for a minimum of five years
- Have been successful in the business of Security Guard Services actively and continuously for a minimum of five years

The City shall not consider Proposals that fail to demonstrate compliance with the above requirements.

3-17 FEES & COSTS

Proposers shall quote an all-inclusive fee for the work described under Scope of Services. The all-inclusive fees shall include, but not limited to, all labor, travel, materials, overhead and profit and any other Proposer expense for this project, unless described as a separate cost in this section.

3-19 CONTENTS OF PROPOSAL

Proposal Format

To facilitate the analysis of responses to this RFP, Proposers are required to prepare their Proposals in accordance with the instructions outlined in this section. **Proposers** must respond in full to all RFP sections and follow the indicated RFP format (section numbering, and similar matters) in their Proposal. Failure to follow these instructions may result in rejection of the Proposal.

For each question asked in the RFP, Proposers shall provide in their Proposals the question asked and their answer using the section numbering of the RFP.

Proposals shall be prepared to satisfy the requirements of the RFP. **EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.** All parts, pages, figures, and tables should be numbered and labeled clearly. The Proposal should be organized as follows:

Tab	Title
-	Proposal Cover Sheet (Form in Section 4)
1	Executive Summary
2	Experience and Expertise
3	Resources and Methodology

4	References
5	Proposer Background Information (Form in Section 4)
6	Exceptions and Deviations (Form in Section 4)
7	Other Required Forms and Attachments
8	Price Proposal (Form in Section 4)
9	Addenda
10	Affidavits and Acknowledgements (Forms in Section 4)

Instructions relative to each part of the Proposal are defined in the remainder of this section.

Costs for the Proposer's recommendation(s) should be submitted on the Proposal Pricing Forms provided. Costs should include the complete costs for the solution, including travel and operating costs. Use additional pages as needed. See "Cost Proposal" below.

TAB 1: Executive Summary

This part of the response to the RFP should be limited to a brief narrative, not to exceed two pages, describing the proposed solution. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The Executive Summary should not include cost quotations.

Minimal Qualifications

- Be licensed to do business in the State of Florida.
- Operating as the same business entity for a minimum of five years
- Have been successful in the business of Security Guard Services actively and continuously for a minimum of five years

TAB 2: Experience and Expertise

Proposers must provide information about their firm so that the City can evaluate the Proposers' stability and ability to support the commitments set forth in the Proposal. Following is the information that Providers should include in this section:

1. The firm's background, including a brief description (e.g., past history, present status, future plans, company size and related matters) and organizational charts. Include a profile of the Firm – State whether your firm is local, national, or international. Additionally, state the following:
 - a. Age and size of the firm and local office.
 - b. State whether your Firm is a small or local business as defined in the 1-1 Definitions.
2. If the Proposer is proposing to use a Subcontractor on this Project, please provide background information on the Subcontractor, Provider relationship with that firm and the specific Services and/or products that the Subcontractor will be providing on the Project. A complete list of Subcontractors is required. The City has the right to approve all Subcontractors of the Provider at any time, and receive copies on any agreements or contracts with the Subcontractors. Contractors and Subcontractors are expected to also act as fiduciaries of the City.

TAB 3: Resources and Methodology

1. Adequacy of amount of quality resources assigned to provide the services described herein.
2. Description of Services provided and approach to meeting operational needs.

TAB 4: References

Proposer must submit five (5) Reference Questionnaires (See Section 4) completed and signed by clients comparable in size and nature to Miramar, which will qualify Proposer to handle the requirements of the City.

TAB 5: Proposer Background Information

The Provider must complete the Proposer Background Information Form in Section 4 of this RFP.

TAB 6: Exceptions and Deviations

If the Proposer finds it impossible or impractical to adhere to any portion of this Scope of Services and all attachments, it shall be so stated in its Proposal, with all deviations grouped together in a separate section entitled "Exceptions/Deviations from Proposal Requirements." This section will be all-inclusive and will contain a definition statement of each and every objection or deviation from adherence to specific RFP sections. Objections or deviations expressed only in other parts of the Proposal, either directly or by implication, will not be accepted as deviations, and the Proposer in submitting a Proposal will accept this stipulation without recourse. Also see the provisions of Section 1-13 above. Providers taking exceptions do so at their own risk. The Provider must complete the Exceptions and Deviations Form in Section 4 of this RFP.

TAB 7: Other Required Forms and Attachments

Place all other forms that have not been identified as associated with another tab, under this tab. This should include any Contract forms desired for consideration as part of the Contract.

TAB 8: Cost Proposal

Costs for the Proposer's recommendation(s) should be submitted on the Price Proposal Sheet Forms provided at Section 4 below. The Proposer shall provide price information for each separate component of the proposed Services.

In the event the Goods or Services are provided at no additional cost, the item should be noted as "no charge", or words to that effect.

In the event the Goods or Services are not being included in the Proposal, the item should be noted as "No Bid".

Proposers shall provide all pricing alternatives in these cost sheets.

Proposers shall provide prices in U.S. dollars.

Proposers shall provide the rationale and basis of calculation of all fees.

Proposers shall show separate subtotals for the required elements of the proposed solution, and for any layers of optional elements.

TAB 9: Addenda

Include all original, signed copies of addenda in this section.

TAB 10: Affidavits and Acknowledgements.

The following additional forms are attached at Section 4, and shall be completed and provided as part of this Proposal. FAILURE TO COMPLETE, SIGN AND RETURN THESE FORMS MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE".

- 1) ___ PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS
- 2) ___ DRUG-FREE WORKPLACE AFFIDAVIT
- 3) ___ ANTI-KICKBACK AFFIDAVIT
- 4) ___ NON-COLLUSIVE AFFIDAVIT
- 5) ___ NON-DISCRIMINATION AFFIDAVIT
- 6) ___ BUSINESS/VENDOR PROFILE SURVEY

SECTION 4 SUBMITTAL FORMS

PROPOSAL COVER SHEET AND SIGNATURE FORM RFP No. 21-01-11 (Pre-Tab1)

PROPOSER'S NAME (Name of firm, entity, or organization): 	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: 	
NAME AND TITLE OF PROPOSER'S CONTACT PERSON: 	
Name: _____	Title: _____
MAILING ADDRESS: 	
Street Address: _____ 	
City, State, Zip: _____	
TELEPHONE: (_____) _____	FAX: (_____) _____
PROPOSER'S ORGANIZATION STRUCTURE: _____ EMAIL: _____	
_____ Corporation _____ Partnership _____ Proprietorship _____ Joint Venture _____ Other (explain): _____	
IF CORPORATION: Date Incorporated/Organized: _____ State of Incorporation/Organization: _____ States registered in as foreign Corporation: _____	
PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT IS SOUGHT THROUGH THIS SOLICITATION: 	
LIST NAMES OF PROPOSER'S SUBCONTRACTORS AND/OR SUBCONTRACTORS FOR THIS PROJECT: 	
PROPOSER'S AUTHORIZED SIGNATURE: The undersigned hereby certifies that this Proposal is submitted in response to this Solicitation. Signed by: _____ Date: _____ Print name: _____ Title: _____	

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

REFERENCE QUESTIONNAIRE (Tab 4)

Reference For (Proposer's Name): _____

Agency Giving Reference: _____

Contact Person Name: _____

Address: _____

Telephone: _____ E-mail: _____

Provide a reference for the above named firm by indicating below the level of satisfaction with services provided to your agency. If a question should not apply, please indicate that the question is not applicable by writing ("N/A") for that question.

	QUESTION	Satisfactory	Unsatisfactory
1	What was your experience with the firm's ability to provide Security Guard Services?		
2	How would you rate the experience and professionalism of the firm's staff?		
3	How would you rate the accessibility and responsiveness of the firm's staff?		
4	How would you rate the firm's success at keeping you updated and informed about the services they are providing, especially when special needs or issues arose?		
5	How would you rate the firm's ability to complete the scope of services in a timely manner and within budget?		
6	Would your agency use this firm to provide services again? (Circle One)	YES/ Satisfactory	NO/ Unsatisfactory

Additional Comments: _____

***This form must be completed and signed by the person providing the reference.**

Signature

Title

**FAILURE TO COMPLETE AND RETURN THIS FORM MAY
DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

PROPOSER BACKGROUND INFORMATION FORM (Tab 5)

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Proposal being deemed "Non-Responsive."

- (1) How many years has your organization been in business under your present business name?

_____ years

- (2) State of Florida occupational license type and number: _____

- (3) County (state county) Business Tax Receipt type and number: _____

- (4) City of Miramar Business Tax Receipt type and number: _____

(A CITY OF MIRAMAR BUSINESS TAX RECEIPT MAY NOT BE NECESSARY
IF THE BUSINESS IS NOT LOCATED WITHIN THE CITY OF MIRAMAR)

PROPOSERS MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH PROPOSAL

- (5) Describe experience providing Services and or commodities for similar (government) organizations:

- (6) Have you ever had a contract terminated (either as a prime contractor or subcontractor) for failure to comply, breach, or default?

_____ yes _____ no

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)

Exceptions and Deviations Form (Tab 6)

Contract Terms and Conditions Exception

Proposers must identify clause by number and name and specify Exception. **Exceptions must be fully explained using a chart in the form of the chart set forth on the bottom portion of this page.** The City reserves the right to reject any Proposal for noncompliance with one (1) or more of the requirements.

CLAUSE NUMBER	CLAUSE TITLE	EXCEPTION

Proposer's Signature

**FAILURE TO SUBMIT ALL INFORMATION RESPONSIVE TO THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

PRICE PROPOSAL SHEET (Tab 8)

COST OR PRICING DATA FOR PRICE PROPOSAL

Proposers shall submit (attached to this form) Cost or Pricing Data of sufficient detail to allow the evaluators to determine the reasonableness of the Price Proposal, reflecting Cost Realism, including all information other than Cost and Pricing Data, and explaining how the lump sum figure was derived.

a) Cost or Pricing Data shall mean all facts, that as of the date of submission of the Proposal, prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or Pricing Data are data that are factual, not judgmental, and are verifiable. While they do not indicate the accuracy of the Proposer's judgment about estimated future costs or projections, they do include the data forming the basis for that judgment. Cost or Pricing Data are more than historical accounting data, they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred. They also include such factors as: vendor quotations; nonrecurring costs; information on changes in production or purchasing volume; data supporting projections of business prospects and objective and related operations cost; unit-cost trends such as those associated with labor efficiency; make-or-buy decisions; estimated resources to attain business goals; and information on management decisions that could have a significant bearing on costs.

b) "Cost Realism" shall mean that the costs in Proposer's Proposal: (1) are realistic for the Services to be provided; (2) reflect a clear understanding of the requirements; and (3) are consistent with the various elements of the Proposer's Proposal.

c) Information other than Cost and Pricing Data shall mean any type of information that is non-numeric that is necessary to determine price reasonableness or Cost Realism.

d) Price, as used in this Solicitation, shall mean cost plus any fee or profit applicable.

PRICE PROPOSAL SHEET (CONTINUED) (Tab 8)

Fees Proposed below are based on annual projected hours, and will be multiplied over the number of years for the total contract value. The estimated number of hours is provided based on the work schedule described in Section 3-3 and the City's current estimated use for services on an "as needed" basis. The City reserves the right to adjust the work schedule, including the total hours work as deemed necessary.

1. MIRAMAR CULTURAL CENTER ARTSPARK (MCCA)

Description	Est. Annual Number of Hours to be Worked	Propose Hourly Rate (Billing Rate)	Proposed Total (Total Estimated # of Hours to be worked X Proposed Hourly Rate)
Regular Hours (Guard):	3,650*		
TOTAL			

*Hours reflect the current Covid-19 environment. Post Covid-19 hours are expected to be 5,840 annually

2. WWRF (Utilities)

Description	Est. Annual Number of Hours to be Worked	Propose Hourly Rate (Billing Rate)	Proposed Total (Total Estimated # of Hours to be worked X Proposed Hourly Rate)
Regular Hours	2,880		
Overtime Hours (including 11 City Holidays)	121		
TOTAL			

3. Multipurpose Complex (Social Services)

Description	Est. Annual Number of Hours to be Worked	Propose Hourly Rate (Billing Rate)	Proposed Total (Total Estimated # of Hours to be worked X Proposed Hourly Rate)
Estimated No. of Hours (Guard)	2,500		
TOTAL			

Total Fee Proposed (Total 1 + 2 + 3) _____
(Write in Figures)

(Write in Words)

IN CASE OF DISCREPANCIES, THE AMOUNT SHOWN IN WORDS SHALL GOVERN.

TOTAL PROPOSED FEE FOR TOTAL ESTIMATED # OF HOURS TO BE WORKED X PROPOSED HOURLY RATE SHALL BE SHOWN ABOVE IN BOTH FIGURES AND WORDS. IN CASE OF DISCREPANCIES, THE AMOUNT SHOWN IN WORDS SHALL GOVERN.

CONTINGENCY PRICING

PLEASE PROVIDE A PROPOSED HOURLY RATE FOR A ROVING SECURITY GUARD (VEHICLE INCLUDED) FOR USE ON AS "AS NEEDED" OR "IF NEEDED" BASIS.

BILLING RATE \$ _____ PER HOUR

PRICE PROPOSAL SHEET (Tab 8) (CONT.)

Taxpayer Identification Number (TIN)_____

PROPOSER:_____

(Company Name)

(Signature)

(Printed Name and Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR RESPONSE "NON-RESPONSIVE"**

PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS (Tab 10a)

Please list all subcontractors and suppliers to be used in connection with performance of the Contract (use additional pages, if necessary). The City strongly encourages the participation of Local Businesses and/or CBE / SBE/ FCBE Firms. Please specify the category for each subcontractor or supplier.

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____ FCBE _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____ FCBE _____

**PROPOSER'S DISCLOSURE OF SUBCONTRACTORS AND
SUPPLIERS (CONTINUED) (Tab 10a)**

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____ FCBE _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Local Business _____ CBE Firm _____ SBE Firm _____ FCBE _____

**FAILURE TO COMPLETE AND RETURN THIS FORM MAY
DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

DRUG-FREE WORKPLACE AFFIDAVIT (Tab 10b)

FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs.

Section 287.087 of the Florida Statutes provides:

287.087 Preference to businesses with drug-free workplace programs. Whenever two (2) or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) **Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.**

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY
DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

ANTI-KICKBACK AFFIDAVIT (Tab 10c)

STATE OF FLORIDA }
 }
COUNTY OF BROWARD }

ss:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Miramar, its elected officials, and _____ or its Contractors, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn to (or affirmed) and subscribed before me
by means of ☐ physical presence or ☐ online notarization,
this ____ day of _____, ____ (year), by _____.

Notary Public
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

NON-COLLUSIVE AFFIDAVIT (Tab 10d)

State of)
) ss:
County of)

I, _____, the undersigned authority, being first duly sworn, deposes and says that:

a) He/she is the (Owner, Partner, Officer, Representative or Agent) of _____, the Proposer that has submitted the attached Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Services for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Service; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Services;

e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 10d)

Signed, sealed and delivered
in the presence of:

Witness

By: _____

Witness

(Printed Name)

(Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

NON-COLLUSIVE AFFIDAVIT (CONTINUED) (Tab 10d)

ACKNOWLEDGMENT

State of)
) ss:
County of)

BEFORE ME, the undersigned authority, personally appeared _____, to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that he/she executed said Affidavit for the purpose therein expressed.

WITNESS my hand and official seal this _____ day of _____, 20____.

Notary Public
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

NON-DISCRIMINATION AFFIDAVIT (Tab 10e)

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: _____

Title: _____

Sworn to (or affirmed) and subscribed before me

by means of ☐ physical presence or ☐ online notarization,
this ____ day of _____, ____ (year), by _____.

Notary Public
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE."**

BUSINESS/VENDOR PROFILE SURVEY (Tab 10f)

Name of Business: _____

Address: _____

Phone No.: _____

Contact Person (Regarding This Form): _____

Type of Business (check the appropriate type):

- ☐ **CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ☐ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- ☐ **PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- ☐ **BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- ☐ **COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.
- ☐ A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.

Business is claiming the CBE/SBE Preference; YES _____ NO _____

Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

- ☐ A firm that is certified by the State of Florida Unified Certification Program (UC) or the State of Florida Office of Supplier Diversity as a Florida Certified Business Enterprise (FCBE).

A copy of FCBE Certification must be attached to this form

Business is claiming local Business Preference YES _____ NO _____
(Choose below as applicable)

- ☐ **Businesses Employing Miramar Residents** - Business is located outside of the City of Miramar City limits and employs a minimum of 10 full time equivalent ("FTE") Miramar residents, or Miramar residents constitute 20 % of the FTE of the company's local workforce (in Broward and Miami-Dade Counties), whichever is larger.

Business Employing Miramar Residents Affidavit MUST be submitted with RFP Response.

- ☐ Business with a location within Miramar, is in compliance with all City licensing requirements and is current on all City taxes.

Attach a copy of a current Miramar Business Tax Receipt to this form.

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

BUSINESS EMPLOYING MIRAMAR RESIDENTS AFFIDAVIT (Tab 10f)

The completed and signed form must be returned with the Vendor's submittal if the Vendor is claiming the Business Employing Miramar Residents preference.

Vendor: _____

Address: _____

Telephone Number: _____ E-Mail Address: _____

Solicitation No. and Title: _____

By signing below, I hereby certify that Vendor has _____ total employees (in the company's local workforce - Broward and Miami-Dade Counties), of which _____ are full time equivalent Miramar residents.

Signature

Title

Date

Sworn to (or affirmed) and subscribed before me

by means of ☐ physical presence or ☐ online notarization,
this ____ day of _____, __ (year), by _____.

STATE OF _____

COUNTY OF _____

Notary Public (Sign name of Notary Public)

My commission expires: _____ (SEAL)

Personally Known _____ or Produced Identification _____

Type of Identification Produced _____

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

SAMPLE AGREEMENT

AGREEMENT

BETWEEN

THE CITY OF MIRAMAR

AND

FOR SECURITY GUARD SERVICES

This Agreement is entered into this ____ day of _____, 2021, by and between the City of Miramar, Florida, a Florida municipal corporation (hereinafter referred to as the "City"), and _____, a _____ corporation or individual with principal business address located at _____ (hereinafter referred to as "Contractor").

WHEREAS, on _____, 2021, the City issued Request for Proposals No. 21-XX-XX' ("RFP") for Security Guard Services (the "Services"), attached as Exhibit "B"; and

WHEREAS, the Contractor was determined by an Evaluation Committee to be the highest evaluation scoring, responsive and responsible Proposer, and whose Proposal was most advantageous to the City; and

WHEREAS, on _____, 2021, by Resolution _____, the City Commission approved the award of the RFP to Contractor and authorized the negotiation and execution of an appropriate Agreement between Contractor and the City for the provision of the Services, for an initial term of three year(s) with two optional one-year renewal periods.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, the City and Contractor agree as follows:

ARTICLE 1 **RECITALS**

The above recitals are true and correct and are incorporated and made a part of this Agreement.

ARTICLE 2

SCOPE OF SERVICES

2.1 This Agreement is subject to, and Contractor shall provide Services in accordance with the Scope of Services, terms, conditions, and requirements set forth and described in the RFP, the Contractor's Proposal submitted in response thereto as accepted by the City, attached as Exhibit "A," and any subsequently negotiated changes to same, which documents or agreements are incorporated by reference herein. In the case of any conflict between the General Terms and Conditions, the Special Conditions, the Specifications or Scope of Services, the Contract, or any amendment/addendum issued, the order of precedence shall be: the last addendum issued; the Specifications or Scope of Services; the Special Conditions; the General Terms and Conditions, and then the Contract.

2.2 Contractor represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each.

ARTICLE 3

COMPENSATION

3.1 City agrees to pay Contractor at the hourly rate quoted, for services described herein.

3.2 Contractor shall submit periodic invoices for the Services provided to:

City of Miramar
ATTN: Accounts Payable
2300 Civic Center Place
Miramar, FL 33025

The date of the invoice shall not exceed 30 calendar days from the date of acceptance of the Goods and Services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or Services, unless otherwise agreed to. All invoices shall reference the appropriate Contract number, the address where the commodities were delivered or the Services performed, and the corresponding acceptance slip that was signed by an authorized representative of the City when the Goods and/or Services were delivered and accepted. Payment by the City shall be made within 30 days after receipt of Contractor's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the City require one to be performed.

3.3 Services shall be provided to the City in strict accordance with the Scope of Services set forth and described in the RFP. If the Services provided by Contractor do not meet the applicable Scope of Services, Contractor will not receive payment for such

nonconforming Services and shall pay the City all fees and/or costs associated with obtaining satisfactory Services.

ARTICLE 4 **TERM OF AGREEMENT**

4.1 The term of this Agreement shall commence on _____, 2021, and shall continue, unless otherwise terminated by the City as provided herein, for three years from that date.

4.2 The City shall have the option, in its sole discretion, of renewing this Agreement for up to two additional one-year terms, subject to mutual agreement as to the price for each option period, which shall be negotiated at least 30 days prior to the end of the term in effect.

4.3 The City's Chief Procurement Officer may authorize up to a 90-day extension of this Agreement in accordance with its terms and conditions, and the City Manager or his/her designee is authorized to extend this Agreement, for operational purposes only, for an additional 90 days, for a maximum of 180 days.

4.4 This Agreement shall be subject to the annual appropriation of funding by the City during its budget process, the failure of which, in the City's sole discretion, may serve as a basis for termination of this Agreement pursuant to Article 8 below, or nonrenewal of this Agreement.

ARTICLE 5 **TERMINATION OF AGREEMENT**

5.1 **Termination for convenience.** The City may terminate this Agreement for convenience by giving Contractor 30 calendar days' written notice. In the event of such termination, Contractor shall be entitled to receive compensation for any Services provided pursuant to this Agreement and to the satisfaction of the City, up through the date of termination. Under no circumstances shall the City make payment for Services nor shall Contractor invoice the City for Services not yet provided.

5.2 **Termination for cause.** This Agreement may be terminated by either party upon 5 calendar days' written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Contractor abandons this Agreement or causes it to be terminated by the City, Contractor shall indemnify the City against losses pertaining to this termination. In the event that this Contract is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 5.1 of this Agreement, and the provisions of Section 5.1 shall apply.

5.3 **Return of City equipment.** Upon termination of this Agreement, Contractor shall return all City equipment to the City.

5.4 **Survival.** The termination of this Agreement under Section 5.1 or 5.2 shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement.

ARTICLE 6

INDEPENDENT CONTRACTOR

Contractor has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor, its officers, employees, or agents, shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Contractor, its officers, employees, or agents, and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the City under this Agreement. Services provided by Contractor shall be provided by employees of Contractor subject to supervision by Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Contractor. Contractor shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

ARTICLE 7

INDEMNIFICATION

7.1 Contractor shall indemnify, defend and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom arising out of any errors, omissions, misconduct or negligent acts of Contractor, its respective officials, agents, employees or Subcontractors in the Contractor's performance of Services pursuant to this Agreement.

7.2 Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

ARTICLE 8

NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.

ARTICLE 9 **INSURANCE**

9.1 **INSURANCE** - For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Proposer shall maintain commercial general, automobile (where applicable), workers' compensation, and professional liability insurance in an amount acceptable to the City's Risk Manager.

9.2 **Minimum Limits of Insurance** - Proposers shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

1. ***Commercial General Liability Insurance***

\$1,000,000 Each Occurrence (\$2,000,000 General Aggregate)
\$2,000,000 Products and Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury

2. ***Automobile Liability***

\$1,000,000 Combined Single Limit per Accident **NOTE : No aggregate**

3. ***Workers Compensation and Employers Liability***

\$1,000,000 Each Accident/\$1,000,000 Each Employee for Injury by
Disease/\$1,000,000 Aggregate for Injury by Disease **NOTE : No aggregate**

9.3 **Required Insurance Endorsements** - The City requires the following insurance endorsements:

1. **ADDITIONAL INSURED** - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Services provided by or on behalf of the Contractor.
2. **WAIVERS OF SUBROGATION** - Proposer agrees to waive all rights of subrogation by policy endorsement against the City for loss, damage, claims, suits or demands, regardless of how caused:
 - a. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Proposer or the Proposer's employees, agents or Subcontractors; and
 - b. To the extent such loss, damage, claims, suits, or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Proposer.

This waiver shall apply to all first-party property, equipment, vehicle and workers' compensation claims, and all third-party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Proposer agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of

the City. Proposer further agrees to hold harmless and indemnify the City for any loss or expense incurred as a result of Proposer's failure to obtain such waivers of subrogation from Proposer's insurers.

This Agreement shall not be deemed approved until the Proposer has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as additional insured in all of Proposer's liability insurance policies. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

9.4 ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Proposer's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Proposer shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

9.5 All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days' written notice has been given to the City by certified mail.

ARTICLE 10 **MISCELLANEOUS**

10.1 Contractor shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

10.2 Precautions shall be exercised at all times for the protection of persons and property. Contractor and all Subcontractors shall conform to all OSHA, federal, state, county, and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of failure to comply with these requirements shall be borne solely by Contractor responsible for the same.

10.3 Contractor understands and agrees that any information, document, report or any other material whatsoever which is given to Contractor by the City, or which is otherwise obtained or prepared by Contractor pursuant to or under the terms of this Agreement, is and shall at all times remain the property of the City. Contractor agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the City, which may be withheld or conditioned by the City in its sole discretion.

10.4 Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission,

percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right, at its discretion, to terminate the Agreement without liability, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

10.5 Contractor understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

ARTICLE 11 **AUDIT AND INSPECTION RIGHTS**

11.1 The City may, at reasonable times, and for a period of up to three years following the date of final performance of Services by Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

11.2 The City may, at reasonable times during the term hereof, perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms of this Agreement. Contractor shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

ARTICLE 12 **AGREEMENT, AMENDMENTS AND ASSIGNMENT**

12.1 This Agreement constitutes the entire agreement between Contractor and the City, and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth or incorporated into this Agreement are of no force and effect.

12.2 No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality as this Agreement.

12.3 Contractor shall not transfer or assign the performance of Services called for in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

ARTICLE 13
GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

ARTICLE 14
NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR:

FOR CITY:

City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115
Facsimile: (954) 602-XXXX

With A Copy to:

Austin Pamies Norris Weeks Powell, PLLC
401 NW 7th Avenue
Fort Lauderdale, Florida 33311
Telephone: (954) 768-9770
Facsimile: (954) 768-9790

ARTICLE 15

NON-DISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied Services, or be subject to discrimination under any provision of this Agreement.

ARTICLE 16

PUBLIC RECORDS

- A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:
1. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
 2. Upon request by CITY's records custodian, provide CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
 4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
 5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

- B. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

ARTICLE 17
SCRUTINIZED COMPANIES

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above stated contracting prohibitions then they shall become inoperative.

ARTICLE 18
E-VERIFY REQUIREMENT

In accordance with Florida Statutes §448.095, the Contractor, prior to Commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

ARTICLE 19
HEADINGS, CONFLICT OF PROVISIONS,
WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

ARTICLE 20
SEVERABILITY

If any provision of this Agreement or the 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.

ARTICLE 21
SURVIVAL

All representations and other relevant provisions herein shall survive and continue in full force and effect upon termination of this Agreement.

ARTICLE 22
ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

ARTICLE 23
JOINT PREPARATION

Contractor and the City acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

ARTICLE 24
COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar, and by the Contractor, by and through its _____, attested to and duly authorized to execute same.

CITY

ATTEST:

CITY OF MIRAMAR

Denise A. Gibbs, City Clerk

By: _____
Vernon E. Hargray,
City Manager

This day ____ of _____, 2021.

Approved as to form and legal sufficiency for the
use of and reliance by the city of Miramar only:

Austin Pamies Norris Weeks Powell, PLLC
City Attorney.

CONTRACTOR

WITNESSES:

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

CONTRACTOR:

Signature: _____

Print Name: _____

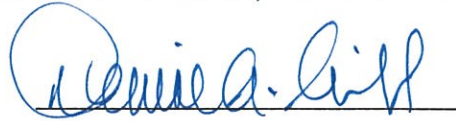
Title: _____

Date: _____

Certificate of Filing for a Resolution

CERTIFICATE OF FILING

I, Denise A. Gibbs, as City Clerk of the City of Miramar, a Florida Municipal Corporation, hereby certify that this fully executed Resolution No. 21-124 was filed in the records of the City Clerk this 8th day of July, 2021.



Print Name: Denise A. Gibbs

Print Title: City Clerk



**AMENDMENT NO. 1
TO THE
AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA
AND
BRIGHT LIGHT SECURITY SERVICES, LLC
FOR
SECURITY GUARD SERVICES
IN MIRAMAR, FLORIDA**

THIS AMENDMENT NO. 1 (the "Amendment") is made and entered into between the **CITY OF MIRAMAR, FLORIDA**, (the "City"), a Florida municipal corporation, whose place of business is 2300 Civic Center Place, Miramar, Florida 33025,

AND

BRIGHT LIGHT SECURITY SERVICES, LLC (the "Provider"), a corporation authorized to conduct business in the State of Florida, whose principal place of business is 3600 South State Road 7, Suite 260, Miramar, FL 33023.

WHEREAS, on July 7, 2021 by the adoption of Resolution No. 21-124, the City Commission approved the award of Request for Proposals No. 21-01-11 (the "RFP"), entitled "Security Guard Services" (the "Work" or "Services"), to Provider as the lowest, responsible, responsive Bidder whose bid is in the best interest of the City; and

WHEREAS, on July 7, 2021 the City and Provider (the "Parties") entered into an agreement for the Services (the "Original Agreement"); and

WHEREAS, in accordance with Section 3-9 the RFP, the City wishes to expand the Scope of Services to include one additional unarmed Security Guard at the Town Center Main Lobby; and

WHEREAS, the Parties agree that the Scope of Services will be expanded to include one additional unarmed Security Guard for the Town Center Main Lobby;

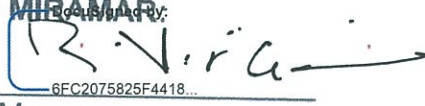
WHEREAS, the Parties agree that the hours of the additional guard will be Monday to Thursday from 7am to 6pm.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions provided herein, the Parties agree as follows:

1. The foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this First Amendment.
2. No term of this Amendment may be modified except in writing and executed by all parties to this Amendment.
3. The Original Agreement between the Parties is deemed amended as set forth herein.
4. All other terms and conditions of the Agreement, not inconsistent with this Amendment, shall remain in full force and effect.

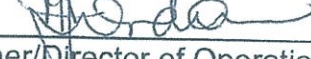
IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Original Agreement on the respective dates under each signature.

CITY OF MIRAMAR:

By: 
City Manager
Dr. Roy Virgin

This ____ day of 1/9/2023, 2022.

BRIGHT LIGHT SECURITY SERVICES, LLC:

By: 
Owner/Director of Operations
Maxine Gordon

Date: 12-14-2022

ATTEST:  1/9/2023
Denise A. Gibbs, City Clerk

Corporate Seal

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar, Florida only:


City Attorney
Austin Pamies Norris Weeks Powell, PLLC.



**AMENDMENT NO. 2
TO THE
AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA
AND
BRIGHT LIGHT SECURITY SERVICES, LLC
FOR
SECURITY GUARD SERVICES**

THIS AMENDMENT NO. 2 (the "Amendment") is made and entered into between the **CITY OF MIRAMAR, FLORIDA**, (the "City"), a Florida municipal corporation, whose place of business is 2300 Civic Center Place, Miramar, Florida 33025,

AND

BRIGHT LIGHT SECURITY SERVICES, LLC (the "Provider"), a corporation authorized to conduct business in the State of Florida, whose principal place of business is 3600 South State Road 7, Suite 260, Miramar, FL 33023.

WHEREAS, on July 7, 2021 by the adoption of Resolution No. 21-124, the City Commission approved the award of Request for Proposals No. 21-01-11 (the "RFP"), entitled "Security Guard Services" (the "Work" or "Services"), to Provider as the lowest, responsible, responsive Bidder whose bid is in the best interest of the City; and

WHEREAS, on July 7, 2021 the City and Provider (the "Parties") entered into an agreement for the Services (the "Original Agreement"); and

WHEREAS, in accordance with Section 3-9 the RFP, the City wishes to expand the Scope of Services to include one additional unarmed Security Guard at the Town Center Main Lobby; and

WHEREAS, the Parties agree that the Scope of Services will be expanded to include one additional unarmed Security Guard for the Town Center, on an as-needed basis; and

WHEREAS, the Provider has proposed an increase in the hourly rates (incorporated herein as Exhibit A), effective October 1, 2023; and

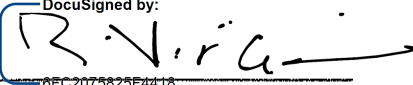
WHEREAS, the City has accepted the proposed rate increase effective October 1, 2023.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions provided herein, the Parties agree as follows:

1. The foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Second Amendment.
2. No term of this Amendment may be modified except in writing and executed by all parties to this Amendment.
3. The Original Agreement between the Parties is deemed amended as set forth herein.
4. All other terms and conditions of the Agreement, not inconsistent with this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to the Original Agreement on the respective dates under each signature.

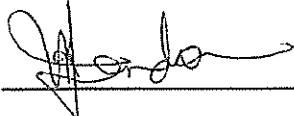
CITY OF MIRAMAR:

By: 
DocuSigned by:
6FC2075825F4418...

City Manager

Dr. Roy Virgin

BRIGHT LIGHT SECURITY SERVICES, LLC:

By: 
DocuSigned by:

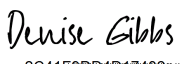
Owner/Director of Operations

Maxine Gordon

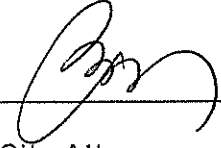
This ____ day of 8/7/2024, 2023.

Date: 11/13/2023

ATTEST:

DocuSigned by:

2C41F8DD4D17482
Denise A. Gibbs, City Clerk

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar, Florida only:



City Attorney

Austin Pamies Norris Weeks Powell, PLLC.