

Professional Services Agreement for Security Guard Services for Special Taxing Districts

2019-13



The Town of Miami Lakes Council:

**Mayor Manny Cid
Vice Mayor Nelson Rodriguez
Councilmember Carlos Alvarez
Councilmember Luis Collazo
Councilmember Joshua Dieguez
Councilmember Jeffrey Rodriguez
Councilmember Marilyn Ruano**

Edward Pidermann, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014

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THIS AGREEMENT is entered into as of the execution date first written below ("Agreement") by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and _____, hereinafter called the "Contractor," having a principal office at _____.

RECITALS

WHEREAS the Town of Miami Lakes issued RFP 2019-13 for Security Guard Services for Special Taxing Districts on March 5, 2019 and

WHEREAS, Contractor submitted its Proposal in response to the RFP by the proposal deadline; and

WHEREAS, the Contractor's Proposal was selected as the highest-ranked proposal by an Evaluation Committee charged with reviewing and ranking all responsive proposals received in response to the RFP; and

WHEREAS, the Town has requested the Contractor to provide security guard services ("Services"); and

WHEREAS, the Contractor has the necessary expertise to provide the requested Services and has agreed to provide said Services.

WITNESSETH, that the Town and the Contractor, for the considerations herein set forth, agree as follows:

SECTION A. GENERAL TERMS & CONDITIONS

A1. Definitions

- a. Agreement** means this instrument, as may be amended from time to time, all change orders, directives, payments and other such documents issued under or in connection with this instrument.
- b. Additional Services** means any work/services defined as such in this Agreement, secured in compliance with Florida Statutes and Town Code.
- c. Attachments** means the Attachments to this Agreement which are expressly incorporated by reference and made a part of this Agreement as if set forth in full.
- d. Basic Services** means the services that are expressly stated in the scope of work/services or those services so closely related in character as to be reasonably inferred to be included within the scope of work/services.
- e. Change Order** means a written document ordering a change in the Agreement price or time, or a material change in the Services to be rendered.
- f. Contractor** means the person, firm, entity, or corporation, which has entered into the Agreement to provide Services to the Town.

- g. **Cure*** means remedial action taken by the Contractor to correct Service, performance, deliverables, or other contractual requirements that are not in compliance with the Agreement.
- h. **Cure Period*** means the period of time in which the Contractor is required to remedy deficiencies in the Services or compliance with the Agreement after receipt of a Notice to Cure from the Town identifying such deficiencies.
- i. **Days*** means calendar days unless specifically stated otherwise.
- j. **Errors*** means Services or work product prepared by the Contractor that are not correct or are incomplete, which results in the need for revision or re-issuance of the Services performed or developed based on the Services provided for under this Agreement.
- k. **Project Manager*** means the Town's designee who will manage and monitor the Services to be performed under this Agreement.
- l. **Scope of Service(s)/Work*** means the activities, tasks, objectives, deliverables, and completion of work provided for under this Agreement.
- m. **Services or Work*** mean all necessary and inferable labor, material, equipment, and services, whether or not specifically stated, required by the Agreement to provide the Scope of Service(s)/Work.
- n. **Town Council*** means the legislative body of the Town of Miami Lakes.
- o. **Town Manager*** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
- p. **Town or Owner*** means the Town of Miami Lakes, Florida, a Florida municipal corporation, the public agency which is a party hereto and for which this Agreement is to be performed. In all respects hereunder, Town's performance is pursuant to Town's position as the owner of a Project. In the event the Town exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances will be deemed to have occurred pursuant to Town's authority as a governmental body and will not be attributable in any manner to Town, as the owner, as a party to this Agreement. For purposes of this Agreement, "Town" without modification means the Town Manager.
- q. **Work Order*** means a document approved and issued by the Town authorizing the performance of Additional Services to be provided by the Contractor.
- r. **Work Order Proposal*** means a document prepared by the Contractor, at the request of the Town for Services to be provided by the Contractor.

A2. General

A2.01. Authority of the Town's Program Manager

The Town Manager hereby authorizes the Program Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to the providing of the Programs in accordance with the Agreement. The Program Manager shall have authority to act on behalf of the Town to the extent provided by the Contract, unless otherwise modified in writing by the Town.

All interpretations and recommendations of the Program Manager shall be consistent with the intent of the Agreement. All interpretations of the Agreement shall be issued by the Town's Procurement Manager, which shall be binding upon the Contractor.

A2.02. Standard of Care

Contractor is solely responsible for the technical accuracy and quality of its Services. Contractor must perform due diligence, in accordance with best industry practices, performing the Services under this Agreement. Contractor will be responsible for the professional quality, technical accuracy and coordination of all reports, and other documents furnished by the Contractor under this Agreement. Contractor must, without additional compensation, correct or revise any errors, omissions, or deficiencies in its reports, documents, or other Services.

A2.03. Subcontractors

Contractor is not permitted to subcontract any of the Services under this Contract without the prior written consent of the Town Manager or designee.

In the event subcontracting is permitted, Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract Documents creates any contractual relationship between any Subcontractor and the Town. Contractor is responsible for the timely payment of its Subcontractors and suppliers as required by Florida Statute Chapter 218.735. Failure to comply with these payment requirements will place the Contractor in default of the Contract.

Contractor must not employ any subcontractor against whom Town may have a reasonable objection.

Contractor must utilize the Subcontractors identified in its Proposal submission. The replacement, addition, or deletion of any Subcontractor(s) will be subject to the prior written approval of the Town Manager or designee.

A2.04. Taxes

Contractor shall pay all applicable sales, consumer, use and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

A2.05. Change Orders

The Town reserves the right to order changes which may result in additions to or reductions in the Agreement and that are within the general scope of the Agreement and all such changes shall be authorized only by a Change Order approved in advance and issued in accordance with provisions of the Town Code and this Agreement.

Any changes to the Agreement must be contained in a written document, executed by the both parties. However, under circumstances determined necessary by Town, Change Orders may be issued unilaterally by Town.

A2.06. Work Orders

When the Town Manager has determined to utilize Contractor for additional services or for services in connection with a specific project, the Town Manager will request in writing, a Work Order Proposal from the Contractor based on the proposed Scope of Services provided to the Contractor in writing by the Town Manager. The Contractor, the Town Manager, and others if appropriate, may have preliminary meetings, if warranted, to further define the Scope of Services and to resolve any questions. The Contractor will then prepare a Work Order Proposal following the format provided by or acceptable to the Town, indicating the proposed Scope of Services, total time for performance, time for performance of each task, phase or deliverable, staffing including proposed hours per individual and/or classification, proposed fees, Subcontractors, and

deliverable items and/or documents. The Town, at its sole discretion may provide the Contractor with a standardized Work Order Proposal Form to be used for all requests.

The Town Manager may accept the Work Order Proposal as submitted, reject the Work Order Proposal, or negotiate revisions to the Work Order Proposal. Upon successful conclusion of negotiations, the Contractor may be required to submit a revised final Work Order Proposal. If negotiations cannot be successfully completed, the Town Manager may terminate negotiations and may request a Work Order Proposal from another consultant under contract with the Town or secure such services through other means available to the Town. Upon approval of the Work Order Proposal the Town Manager will issue a written Work Order assigning the Project to the Contractor.

It is understood that a Work Order or Notice to Proceed may be issued under this Agreement at the sole discretion of the Town Manager and that the Contractor has no expectation, entitlement, right to or privilege to receive a Work Order and/or Notice to Proceed for any additional service or project. The Town reserves, at all times, the right to perform any or all Professional Services in-house, or with other private professional firms or to discontinue or withdraw any or all projects or tasks or to exercise any other choice allowed by law.

This Agreement does not confer on the Contractor any particular, exclusive or special rights to any additional service required by the Town. Outside of this Agreement, the Contractor may submit proposals and/or qualifications for any professional services, which the Contractor is qualified to perform, in response to any public solicitation issued by Town.

A2.07. Deletion or Modification of Services

The Town may during the term of the Agreement make modifications to the Services being provided. If the Contractor and the Town agree on modifications or revisions to any Services such changes shall be made through the execution of a change order executed by both parties.

A2.08. Independent Contractor

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

A2.09. Defense of Claims

Should any claim be made, or any legal action brought in any way relating to the Work under the Agreement, the Contractor shall diligently render to the Town any and all assistance that the Town may require of the Contractor.

A2.10. Coordination of Work

The Contractor shall perform all Services in a manner that will minimize disruption to the Town's normal operations. Necessary disruptions should occur after normal Town working hours. Where this is not possible Services shall be scheduled and coordinated in advance with the Program Manager.

A2.11. Contract Extension

The Town reserves the right to extend the contract past the then-current term, including any exercised options to renew, for a period of up to ninety (90) days in the event that a subsequent contract has not yet been awarded. Additional extensions beyond the initial 90 days may occur as-needed by the Town and as mutually agreed upon by the Town and the Contractor.

A2.12. Invoicing

Contractor shall provide the Town with an invoice once per month for the Work performed in the prior month. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Purchase Order number
- Contract number
- Date of invoice
- Invoice number (Invoice numbers cannot be repeated)
- Name and Type of Services,
- List of participants.
- Timeframe covered by the invoice
- Total Value of invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

A3. Performance

A3.01. Performance and Delegation

The Services to be performed hereunder must be performed by the Contractor or Contractor's own staff, unless otherwise provided in this Agreement, or approved, in writing by the Town Manager. Said approval will not be construed as constituting an agreement between the Town and said other person or firm and the Town assumes no liability or responsibility for any subcontractor.

A3.02. Removal of Unsatisfactory Personnel

The Project Manager or Town Manager may make written request to Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor to provide and perform Services pursuant to the requirements of this Agreement. The Contractor must respond to the Town within seven (7) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. All decisions involving personnel will be made by the Town. Such request will solely relate to said employees working under this Agreement and not as employees of the Contractor or subcontractor.

A3.03. Contractor Key Staff

The parties acknowledge that Contractor was selected by the Town, in part, on the basis of qualifications of particular staff identified in Contractor's response to Town's solicitation, hereinafter referred to as "Key Staff". Contractor must ensure that Key Staff are available for Services hereunder as long as said Key Staff are in Contractor's employ. Contractor must obtain prior written acceptance of Project Manager to change Key Staff. Contractor must provide the Project Manager with such information, as may be necessary, to determine the suitability of proposed new Key Staff personnel. The Project Manager will act reasonably in evaluating Key Staff qualifications. Such acceptance will not constitute any responsibility or liability for the individual's ability to perform.

A3.04. Time for Performance

The Contractor agrees to start all Services hereunder upon execution of the Agreement and complete each, task within the time stipulated in the Agreement. Time is of the essence with respect to performance of this Agreement.

A reasonable extension of the time for completion of various tasks may be granted by the Town Manager should there be a delay on the part of the Town in fulfilling its obligations under this Agreement as stated herein. Such extension of time shall not be cause for any claim by the Contractor for extra compensation.

A3.05. Method of Performing the Services

The apparent silence of the Agreement as to any detail, or the apparent omission from them of a detailed description concerning any Services to performed, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of the Agreement shall be made upon that basis.

A3.06. Protection of Property, Utilities, and the Public

The Contractor shall protect public and private property from damage or loss arising in connection with the providing the Services and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.

The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property of the Town or private property, which may be caused by Contractor.

A3.07. Labor Materials, Equipment, and Sales

Contractor shall provide for all labor, materials equipment, supplies, consumables, transportation and other incidental items necessary to provide the Services. The Town at its sole discretion may have purchase equipment or materials to be used under this Agreement, such as hardware, software, and similar items or have the Contractor purchase the equipment on behalf of the Town.

A4. Default

A4.01. General

If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor will be in default. Upon the occurrence of a default hereunder the Town, in addition to all remedies available to it by law, may immediately, upon

written notice to Contractor, terminate this Agreement whereupon all payments, advances, or other compensation paid by the Town to Contractor while Contractor was in default must be immediately returned to the Town. Contractor understands and agrees that termination of this Agreement under this section does not release Contractor from any obligation accruing prior to the effective date of termination. The Town, at its sole discretion, may allow the Contractor a specified time to correct a default.

A4.02. Conditions of Default

A finding of default and subsequent termination for cause may include, without limitation, any of the following:

- (i) Contractor fails to obtain or maintain the required insurance.
- (ii) Contractor fails to comply, in a substantial or material sense, with any of its duties under this Agreement, with any terms or conditions set forth in this Agreement or in any agreement it has with the Town, beyond the specified period allowed to cure such default.
- (iii) Contractor fails to commence the Services within the time provided or contemplated herein or fails to complete the Services in a timely manner as required by this Agreement.

A4.03. Time to Cure Default; Force Majeure

Town through the Town Manager will provide written notice to Contractor as to a finding of default, and Contractor must take all necessary action to cure said default within time stipulated in said notice, after which time the Town may terminate the Agreement. The Town, at its sole discretion, may allow additional days to perform any required cure if Contractor provides written justification deemed reasonably sufficient.

Should any such failure on the part of Contractor be due to a condition of Force Majeure as the term is interpreted under Florida Law, then the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

A5. Termination of Agreement

A5.01. Town's Right to Terminate

The Town Manager has the right to terminate this Agreement for any reason or no reason, upon thirty (30) days' written notice. Upon termination of this Agreement, documents, analysis, materials, and/or reports, including all electronic copies related to Services authorized under this Agreement, whether finished or not, must be turned over to the Town. The Contractor will be paid for the Services performed and accepted, provided that said documentation is turned over to the Project Manager or Town Manager within ten (10) business days of termination.

A5.02. Contractor's Right to Terminate

The Contractor shall have the right to terminate this Agreement, in writing, following breach by the Town, if the breach of the Agreement has not been corrected within thirty (30) days from the date of the Town's receipt of a written statement from Contractor specifying its breach of its duties under this Agreement.

A5.03. Termination Due to Undisclosed Lobbyist or Agent

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm,

other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

For the breach or violation of this provision, the Town has the right to terminate this Agreement without liability and, at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

A5.04. Fraud & Misrepresentation

The Town may terminate this Agreement with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation, conflicts of interest, or material misstatement. Such person, individual, corporation, entity, or affiliate shall be responsible for all direct or indirect costs associated with termination or cancellation.

A5.05. Funds Availability

Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.

A6. Documents and Records

A6.01. Ownership of Documents

All documents, analysis, materials, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, including all electronic digital copies, will be considered works made for hire and are the property of the Town, without any restriction or limitation on their use. Upon expiration or termination of the Agreement the Contractor must turn over all records, documents and data, whether used or not used, including electronic data as required under Florida Statute 119.0701(d). Contractor is to keep copies of all such records, documents, or data for its records. However, this Article will continue in full force and effect after the expiration or termination of this Agreement.

A6.02. Delivery upon Request or Cancellation

Failure of the Contractor to promptly deliver all such documents in the possession of the Contractor, both hard copy and digital, to the Town Manager within ten (10) days of cancellation, or within ten (10) days of request by the Town Manager, will be just cause for the Town Manager to withhold payment of any fees due Contractor until Contractor delivers all such documents. Contractor will have no recourse from these requirements.

A6.03. Nondisclosure

To the extent allowed by law, Contractor agrees not to divulge, furnish, or make available to any third person, firm, or organization any information or documentation related to this Agreement, without Town Manager's prior written consent, or unless incident to the proper performance of the Contractor's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Contractor hereunder, and Contractor must require all of its employees, agents and Subcontractors comply with the provisions of this paragraph. Contractor will be entitled to limited use of the information and documents related to this Agreement, which will be used for the sole purpose of marketing to generate new business clients.

A6.04. Access to and Review of Records

Town shall have the right to inspect and copy, at Town's expense, the books and records and accounts of Contractor which relate in any way to the Agreement. The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

A6.05. Maintenance of Records

Contractor will keep adequate records and supporting documentation, which concern or reflect its Services hereunder. Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, must be kept in accordance with statute. Otherwise, the records and documentation will be retained by Contractor for a minimum of three (3) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. Town, or any duly authorized agents or representatives of Town, has the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the three (3) year period noted above; provided, however such activity will be conducted only during normal business hours. The Contractor agrees to furnish copies of any records necessary, in the opinion of the Town Manager, to approve any requests for payment by the Contractor.

Contractor shall also comply with the following requirements of the Florida Public Records Law including:

- (i) Contractor must keep and maintain all public records required by the Town in order to perform services under this Agreement.
- (ii) Upon request from the Town's custodian of public records, Contractor shall provide the Town with a copy of the requested public 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.
- (iii) Contractor shall 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 the Agreement term and following completion of the contract if the Contractor does not transfer the records to the Town.
- (iv) Upon completion of the contract, Contractor shall transfer, at no cost, to the Town all public records in the possession of the Contractor or keep and maintain public records required by the Town to perform the service under this contract. If the Contractor transfers all public records to the Town upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

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

TOWN'S CUSTODIAN OF PUBLIC RECORDS VIA PHONE (305) 364-6100 x 1138; EMAIL CLERK@MIAMILAKES-FL.GOV; OR MAIL AT TOWN OF MIAMI LAKES, 6601 MAIN STREET, MIAMI LAKES, FL 33014.

A7. Insurance

The Contractor must not start Services under this Agreement until the Contractor has obtained all insurance required hereunder and the Town Manager has approved such insurance. Should the Contractor not maintain the insurance coverage required in this Agreement, the Town may cancel this Agreement or, at its sole discretion, must purchase such coverage and charge the Contractor for such coverage purchased.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

A7.01. Companies Providing Coverage

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Town Manager. All companies must have a Florida resident agent and be rated at least A(X), as per A.M. Best Company's Key Rating Guide, latest edition.

A7.02. Verification of Insurance Coverage

The Contractor must furnish certificates of insurance to the Town Manager for review and approval prior to the execution of this Agreement. The Certificates must clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of award to the Contractor. Contractor must maintain coverage with equal or better rating as identified herein for the term of this Agreement. Contractor must provide written notice to the Town Manager of any material change, cancellation or notice of non-renewal of the insurance within thirty (30) days of the change. Contractor must furnish a copy of the insurance policy or policies upon request of the Town Manager within ten (10) days of written request.

A7.03. Forms of Coverage

A7.03-1. Commercial General Liability

This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$500,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

A7.03-2. Comprehensive Automobile & Vehicle Liability Insurance

This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$500,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

A7.03-3. Workers' Compensation Insurance

Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000.00 each accident and a waiver of subrogation. Should the Contractor be exempt from Florida's Worker's Compensation insurance requirement the Contractor must provide documentation from the State of Florida evidencing such exemption.

A7.04. Modifications to Coverage

The Town Manager reserves the right to require modifications, increases, or changes in the required insurance requirements, coverage, deductibles or other insurance obligations by providing a thirty (30) day written notice to the Contractor. Contractor must comply with such requests unless the insurance coverage is not then readily available in the national market and may request additional consideration from Town accompanied by justification.

A7.05. Certificate of Insurance

Contractor shall provide the Town Manager or designee with Certificates of Insurance for all required policies within fourteen (14) days of notification of an award by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

A7.06. Additional Insured

The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Contractor's insurance. For Services provided at Royal Oaks Park and Miami Lakes Optimist Park the Miami-Dade County Public School System shall also be named as an additional insured. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

A8. Contract Disputes & Mediation

A8.01. Claims

Any claim shall be made by written notice by Contractor to the Town Manager or designee and to within ten (10) business days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within ten (10) days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless the Town's Procurement Manager, unless said individual allows additional time for submission. The written notice must be accompanied by Contractor's written notarized statement that any adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes shall be determined in accordance with the Agreement. It is expressly and specifically agreed that any and all claims for changes to the Contract shall be waived if not submitted in strict accordance with the requirements of this Article.

Delays may include, but not be limited to, acts or neglect by any separate contractor employed by own, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

Contractor shall not be entitled to an compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith or active interference on the part of Town.

Failure of Contractor to comply with this Article as to any particular event of claim shall be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

A8.02. Resolution of Disputes

Contractor understands and agrees that all disputes between it and the Town based upon an alleged violation of the terms of this Agreement by the Town will be submitted for resolution in the following manner.

The initial step will be for the Contractor to notify the Procurement Manager in writing of the dispute. Contractor must, within five (5) calendar days of the initial notification, submit all supporting documentation to the Procurement Manager. Failure to submit such notification and documentation will constitute a waiver of protest by the Contractor. Upon receipt of said documentation the Procurement Manager will review the issues relative to the dispute and issue a written finding.

Should the Contractor and the Procurement Manager fail to resolve the dispute the Contractor may submit an appeal of the Procurement Manager's finding in writing within five (5) calendar days to the Town Manager. Failure to submit such an appeal of the written finding shall constitute acceptance of the finding by the Contractor. Upon receipt of said notification the Town Manager will review the issues relative to the dispute and issue a written finding.

Appeal to the Town Manager for his/her resolution, is required prior to Contractor being entitled to seek judicial relief in connection therewith. Should the amount of compensation require approval or disapproval by the Town Council, Contractor will not be entitled to seek judicial relief unless:

- i. it has first received the Town Manager's written decision, approved by the Town Council if applicable, or
- ii. a period of sixty (60) calendar days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of ninety (90) calendar days has expired where the Town Manager's decision is subject to Town Council approval; or
- iii. Town has waived compliance with the procedure set forth in this section by written instrument(s) signed by the Town Manager.

A8.03. Mediation – Waiver of Jury Trial

In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the Agreement, the parties to this Agreement agree all disputes between them will be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Miami-Dade County, State of Florida. The parties will split the costs of a certified mediator on a 50/50 basis. The Contractor agrees to include such similar contract provisions with all Subcontractors and/or independent contractors and/or contractors retained for the project(s), thereby providing for non-binding mediation as the primary mechanism for dispute resolution.

In an effort to expedite the conclusion of any litigation, the parties voluntarily waive their right to jury trial or to file permissive counterclaims in any action arising under this Agreement.

A8.04. Continuing the Services

Contractor shall continue to provide the Services during all disputes or disagreements with Town. No Services shall be delayed or postponed pending resolution of any disputes or disagreements.

A8.05. Stop Work Order

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Services due to any conflict or potential conflict with Town operational requirements, storm related events, or other similar circumstances. The Town, where possible will make every effort to provide at minimum of forty-eight (48) hours advanced notice.

A8.06. Set-offs, Withholding, & Deductions

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

1. Any amount of any claim by a third party;
2. Any Liquidated Damages, and/or;
3. Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town will notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, will be paid to the Contractor in accordance with the Local Government Prompt Payment Act

A8.07. Time in Which to Bring Action Against the Town

In the event the Contractor may be deemed to have a cause of action against the Town, no action shall lie or be maintained by the Contractor against the Town upon any claim arising out of or

based upon the Agreement by reason of any act or omission or requirement of the Town or its agents, unless such action shall be commenced within six (6) months after the date of issuance of a final payment under the Agreement, or if the Agreement is terminated under the provisions of the Agreement unless such action is commenced within six (6) months after the date of such termination by the Town.

A9. Miscellaneous

A9.01. Indemnification

The Contractor will hold harmless, defend, and indemnify the Town, its officials and employees from any and all claims, losses and causes of actions which may arise out of the performance of this Agreement as a result of any act of negligence or negligent omission, recklessness, or intentionally wrongful conduct of the Contractor or its employees, agents, or subcontractors. The Contractor will pay all claims and losses of any nature whatsoever in connection therewith in the name of the Town when applicable, and will pay all costs, including without limitation reasonable attorney's and appellate attorney's fees, and judgments which may issue thereon. The Contractor's obligation under this paragraph will not be limited in any way by the agreed upon the Agreement value, or the Contractor's limit of, or lack of, sufficient insurance protection and applies to the full extent that it is caused by the negligence, act, omission, recklessness or intentional wrongful conduct of the Contractors, its agents, servants, or representatives.

The Contractor's obligation to indemnify the Town shall survive the expiration or termination of this Agreement.

The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Contractor under this Agreement.

A9.02. Entire Agreement

This Agreement, as it may be amended from time to time, represents the entire and integrated Agreement between the Town and the Contractor and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of this Agreement will not be deemed to be a waiver of any other breach of any provision of this Agreement.

A9.03. Severability

In the event any provision of the Agreement is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of the Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Agreement in its entirety. An election to terminate the Agreement based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.

A9.04. Nonexclusive Agreement

Contractor Services under this Agreement are to be provided on a nonexclusive basis and the Town, at its sole discretion and right, may engage other firms to perform the same or similar Service, provided, however, that the Town will first notify the Contractor that the Town has

engaged such similar Service and that the duties performed or Service provided, to the extent they may conflict between the Contractor and those other firms engaged, are delineated by the Project Manager so that the Contractor and those similarly engaged are clear as to their responsibilities and obligations.

A9.05. Successors and Assigns

The performance of this Agreement must not be transferred, pledged, sold, delegated, or assigned, in whole or in part, by the Contractor without the written consent of the Town Council or Town Manager, as applicable. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, or an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder requiring prior Town approval.

The Contractor's services are unique in nature and any transference without the prior written approval of the Town will be cause for the Town to terminate this Agreement. The Contractor will have no recourse from such cancellation. The Town may require bonding, other security, certified financial statements and tax returns from any proposed Assignee and the execution of an Assignment/ Assumption Agreement in a form satisfactory to the Town as a condition precedent to considering approval of an assignment.

The Contractor's services are unique in nature and any transference without the prior written approval of the Town will be cause for the Town to terminate this Agreement. The Contractor will have no recourse from such cancellation. The Town may require bonding, other security, certified financial statements and tax returns from any proposed Assignee and the execution of an Assignment/ Assumption Agreement in a form satisfactory to the Town as a condition precedent to considering approval of an assignment.

A9.06. No Waiver

Town and Contractor agree that each requirement, duty, and obligation set forth in the Agreement is substantial and important to the formation of the Agreement and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Agreement shall not be deemed a waiver of such provision or modification of the Agreement. A waiver of any breach of a provision of the Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Agreement.

A9.07. Applicable Law and Venue

This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any suit or action brought by any party concerning this Agreement, or arising out of this Agreement, must be brought in Miami-Dade County, Florida. Each party will bear its own attorney's fees except in actions arising out of Contractor's duties to indemnify the Town where Contractor must pay the Town's reasonable attorney's fees.

A9.08. Notices

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended and at the place last specified; and the place for giving of notice will remain such until it has been changed by written 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:

For Town of Miami Lakes:

For Contractor:

Edward Pidermann
Town Manager
6601 Main Street
Miami Lakes, Florida 33014
pidermanne@miamilakes-fl.gov

Christian Infante, President
SFM Security Services, Inc.
9700 NW 79th Avenue
Hialeah Gardens, FL 33016
cinfante@sfmtservices.com

With a copy to:

Raul Gastesi
Town Attorney
At the same address as above
rgastesi@gastesi.com

Nathalie Garcia
Procurement Manager
At the same address as above
garcian@miamilakes-fl.gov

A9.09. Interpretation

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction will be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement includes the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

A9.10. Joint Preparation

Preparation of this Agreement has been a joint effort of the Town and Contractor and the resulting document will not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

A9.11. Priority of Provisions

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement will prevail over any document incorporated by reference and be given effect.

A9.12. Compliance with Laws

Contractor must comply with all applicable laws, codes, ordinances, rules, regulations, and resolutions, and all applicable guidelines and standards in performing its duties, responsibilities, and obligations related to this Agreement. This includes the Contractor maintaining in good standing all required licenses, certificates, and permits as required to perform the Services.

A9.12-1. Non-Discrimination

Town warrants and represents that it does not and will not engage in discriminatory practices and that there must be no discrimination in connection with Contractor's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status, or national origin. Contractor further covenants that no otherwise qualified individual will, solely by reason of his/her race, color, sex, religion, age, handicap, marital status, or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

A9.12-2. ADA Compliance

Contractor must affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") in the course of providing any work, labor, or services funded by the Town, including Titles I & II of the ADA (regarding nondiscrimination on the basis of disability) and all applicable regulations, guidelines, and standards. Additionally, the Contractor must take affirmative steps to insure nondiscrimination in employment of disabled persons.

A9.13. No Partnership

Contractor is an independent contractor. This Agreement does not create a joint venture, partnership, or other business enterprise between the parties. The Contractor has no authority to bind the Town to any promise, debt, default, or undertaking of the Contractor.

A9.14. Discretion of Town Manager

Any matter not expressly provided for herein dealing with the Town or decisions of the Town will be within the exercise of the reasonable professional discretion of the Town Manager.

A9.15. Contingency Clause

Funding for this Agreement is contingent on the availability of funds and continued authorization for the services and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds, or change in regulations, upon thirty (30) days' notice. The Contractor shall be entitled to discontinue Services, which may include uncompleted hearings, without any recourse by the Town if the funding is not available to pay for Services not yet begun. In any event, the Town acknowledges that it will pay for Services performed that have been properly authorized by the Project Manager.

A9.16. Third-Party Beneficiary

Contractor and the Town agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third-party under this Agreement.

A9.17. No Estoppel

Neither the Town's review, approval, or acceptance of, or payment for Services performed under this Agreement will be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and the Contractor will be and remain liable to the Town in accordance with applicable laws for all damages to the Town caused by the Contractor's negligent performance of any of the Services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

A9.18. Force Majeure

The Town and Contractor will be excused from the performance of their respective obligations under the Contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of equipment, or service from a public utility needed for their performance, provided that:

- a. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- c. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- d. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Article for a period in excess of two (2) months, provided that in extenuating circumstances, the Town may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure.

The following circumstances shall not constitute Force Majeure:

- a. Economic hardship
- b. Inclement weather except as permitted by Florida law

A9.19. Town May Avail Itself of All Remedies

The Town may avail itself of each and every remedy stated in the Agreement or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

END OF SECTION

SECTION B. SPECIAL TERMS & CONDITIONS

B1. Background

In the Town, a Special Taxing District (“STD”) is a mechanism used by communities, wherein property owners elect to pay special assessments levied on their properties in order to fund public services and/or improvements, which could not otherwise conveniently or equitably be provided. Currently, the Town has four special taxing districts organized for the purpose of providing security guard services at guardhouses located at the entrances to each district. The Town is soliciting proposals from qualified firms to provide professional, Level 1 & 2, unarmed security guard and roving patrol services to provide a visible safety and passive security program at various STD locations.

B2. Special Taxing District Locations

All STD locations listed below will require stationary security guard services, and some may require both stationary and roving patrol security guard services. Below is a list of the STD locations for the required Level 1 & 2, unarmed security guard services, including the number of guard houses and addresses for each location. All locations require twenty-four (24) hour coverage year-round.

Item	STD Name	# of Guardhouses	Address
1	Miami Lakes Section 1	1	8281 Balgowan Road, Miami Lakes, FL 33014
2	Miami Lakes Loch Lomond	1	15711 Turnberry Drive, Miami Lakes, FL 33014
3	Royal Oaks Section 1	2	8206 NW 162 nd Street & 8211 NW 168 th Street, Miami Lakes, FL 33014
4	Royal Oaks East	2	16111 NW 79 th Avenue & 8111 NW 167 th Terrace, Miami Lakes, FL 33014

Note: The Town may at any time make changes to existing service. The changes may include, but are not limited to, scheduling changes, and increases or decreases in the hours or type and level of services.

B3. Licensing

Contractor must maintain a Class “B”, Security Agency, or Class “BB”, Security Agency Branch Office, License issued by the State of Florida, Division of Licensing, at all times during the term of this Agreement. Failure to maintain said license in accordance with this Section shall be deemed a material breach of this Agreement and shall be suitable grounds for termination.

B4. Assignment & Movement of STD Locations

Notwithstanding the initial assignment of STD locations, the Town reserves the right to assign additional STD locations to Contractor during the term of this Agreement. Additional assignments shall be compensated at the rates provided for in Exhibit A, Fee Schedule.

B5. Term

This Contract shall be effective upon execution by both parties and shall continue for a term of three (3) years from the date of execution by the Town. The Town shall have the right, at its sole option, to renew the Agreement for two (2) additional one (1) year periods, or any portion thereof. In the event the Town exercises such right, all terms and conditions, and requirements of the Agreement shall remain the same as specified in the Agreement and apply during the renewal period(s).

B6. Requirements & Services to be Provided

B6.01. Requirements Prior to Notice-To-Proceed

No later than thirty (30) days after contract execution, the Contractor must meet the requirements stated herein prior to the issuance of a Notice-To-Proceed ("NTP") from the Town. The Town reserves the right to terminate the contract if these requirements are not met within thirty (30) days of contract execution. The Contractor must commence work upon issuance of the NTP by the Town.

The Contractor shall:

1. Have a stationary base office ("dispatch location"), located within Miami-Dade County, Broward County, Monroe County or Palm Beach County, with the required Business Entity Tax Receipt, and shall be owned and operated by the Contractor. The Town reserves the right to inspect the dispatch location at any time. This dispatch location will provide centralized dispatching service manned by experienced security personnel. A mobile transmitter/receiver, operated by field personnel, will not be considered sufficient to adequately provide such service. The Contractor's key personnel, who have the authority to take immediate action on behalf of the Contractor, shall be available for contact by local telephone call and 2-way radio at the dispatch location at all times;
2. Meet the Insurance requirements as specified in Section A7;
3. Provide all necessary permits, licenses and certificates for the Contractor, the Contractor's Project Manager, and Security personnel that will be assigned to the contract, verifying compliance with all applicable federal, state and municipal laws. The security guard personnel requirements are specified in Section B6.03. The Town reserves the right to interview, approve, and dismiss, if necessary, security personnel;
4. Have communication equipment that meets the requirements of Section B10.02(1);
5. Immediately after contract execution and prior to the issuance of the NTP, the Contractor shall conduct an STD and dispatch location on-site and in-depth review with the Town's Project Manager of the total contract requirements covering the following:
 - a. Policy and specific procedures for responding to an emergency;
 - b. Proposed security personnel eligibility documentation;
 - c. Proposed security personnel training procedures;
 - d. Communication system;
 - e. Inspection system and corrective action procedures; and
 - f. Post Orders

B6.02. General Requirements

The Contractor shall:

1. Furnish management, supervision, manpower, equipment, supplies, and any other equipment, labor, or services necessary to provide security services at each STD location for which Contractor is assigned under the contract;
2. Provide continuous twenty-four-hour-a-day, 365 days per year, unarmed security guard services for the purpose of providing a visible safety and passive security program at each of the STD locations assigned;
3. Provide security guard service at each STD locations' guardhouse(s), as specified herein. Each guardhouse shall be provided with a two-way radio (transmitter-receiver) furnished by the Contractor. The service will consist of at least one unarmed security guard operating at the guardhouse, located at the entrance(s) to the community at the STD locations illustrated on the attached maps (See Exhibit B);
4. Issue to each security guard assigned to this contract, an approved identification badge. Said identification badge shall be worn at all times while on duty. The badge shall include a laminated employee photograph, employee number, physical description, employee title, and company name.
5. Issue uniforms to each security guard, which are the same for each class of employees (security guard and security supervisors). The style and color must be distinguishable from the uniform of any police agency within the Town. The cost of uniforms and other equipment, as further described in Section B10.02, shall be the responsibility of the Contractor;
6. If Contractor is directed to provide roving security guard services, the Contractor must provide a vehicle in a style and color that is distinguishable from any police vehicle agency within the Town and includes Proposer's tradename and logo. Costs for the vehicle and other associated equipment must be included within Proposer's bid price for the Hourly Billing Rate for Use of Licensed Motor Vehicle line item.
7. Display Post Orders at each security guardhouse;
8. Provide to each employee performing security guard services, sufficient training in basic security guard duties, as specified in Section B6.04. This training shall take place prior to the security guard commencing any services under this contract;
9. At the request of the Town, provide a security guard, designated as a full-time Site Supervisor, who shall inspect specified locations at least once per shift, seven days per week. Documentation of a sufficient number of personnel scheduled, so as to fulfill this requirement, shall be required. This function may be performed either in tandem or in lieu of the Town providing its own supervisor.
10. Provide the following documents, as specified in Section B6.03 below, for each security guard assigned to guard post, prior to the security guard start of work in the STD:
 - a. Urinalysis reports (by outside agency within preceding 60 days)
 - b. Medical examination reports (dated within preceding 60 days)
 - c. Training certification
 - d. Proof of minimum education requirements
 - e. Licenses
 - f. Results of background check to include Florida Department of Law Enforcement (FDLE) certification of no felony record (dated within the preceding 60 days)

- g. Proof of citizenship or work permit or INS I-9 certification

B6.03. Security Guard Personnel Requirements

All levels of security guards shall meet certain minimum requirements or standards regarding background, education, experience, health, citizenship and security requirements, as established in this Section, to be eligible to perform the services requested herein. Security guards assigned by the Contractor to perform the requested services herein shall (1) be fully trained in the requirements of the service, (b) meet all contract requirements, and (3) be approved for duty by the Town prior to reporting for duty on their first assignment. Security guards shall be approved and trained in order to be an emergency relief guard for absent regular security guard personnel.

All levels of security guard personnel shall meet the following requirements:

- (1) Minimum Age: Security guards must be a minimum of 21 years of age.
- (2) Driver's License: Security guards must possess a valid State of Florida driver's license if assigned to roving patrol.
- (3) Licensing/Certification Requirements: Security guards must be licensed by the State of Florida with a valid Class "D" license from the Florida Department of State issued pursuant to Florida Statutes Chapter 493. All security guards shall maintain licensing requirements at all times while providing service to the Town. Any person directing the activities of the security guards shall also meet the licensing requirements per Florida Statute 493.6303 and possess a Class "MB" and a Class "M" license if applicable.
- (4) Background Check: All levels of security guards shall have a state and national criminal history background check, completed prior to providing service to the Town, and shall be certified by the Florida Department of Law Enforcement as having no felony conviction record. Misdemeanor convictions will be evaluated on a case-by-case basis, and may be grounds for disqualification, at the discretion of the Town. A security guard may not provide services to the Town if the guard has any of the following:
 - a. Any felony, sexual or domestic violence conviction;
 - b. Been discharged from the military under any conditions other than honorable; and/or
 - c. Any history of irresponsible behavior, including, but not limited to, a problem employment record, as determined by the Town's Project Manager or designee.
- (5) Citizenship Status: Any security guard providing services must be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card, Form 1-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers, or a completed I-9 Form.
- (6) English Language Literacy Requirements: Security guards must be fully literate (i.e. read and write) in the English language and be able to clearly speak English.
- (7) Medical Test and Health Requirements: Security guard shall successfully complete a medical examination to be conducted at the Proposer's expense, prior to duty assignment, or when required for reasonable cause by the Town. The results of the medical examination shall demonstrate the guard's ability to perform the services herein. At a minimum, the security guard must meet the following health requirements:

- a. Be in good general health, without physical defects or abnormalities that would interfere with the performance of duties;
 - b. Be free from any communicable disease;
 - c. Be free from the effects or presence of alcohol or drugs;
 - d. Possess binocular vision, correctable to 20/20 (Snellen);
 - e. Not be colorblind; and
 - f. Be capable of hearing ordinary conversation at 20 feet and whispered conversation at 10 feet without the benefit of artificial hearing devices.
- (8) Educational Background and Experience: All security guards shall possess, at a minimum, a high school diploma or certified equivalency diploma (G.E.D.), and be able to document a work history or educational background that includes at least one of the following qualifications:
- a. Level 1 Security Guard
 - i. Minimum of three (3) years' experience as a licensed security guard;
 - ii. Minimum of one (1) year of military experience;
 - iii. Civilian or Military law enforcement or Corrections accreditation;
 - iv. Four-year bachelor's degree from an accredited college or university and one (1) year of experience as a licensed security guard; and/or
 - v. Two-year associate degree from an accredited college or university and two (2) years' experience as a licensed security guard.
 - b. Level 2 Security Guard/Site Supervisor
 - i. Minimum of five (5) years' experience as a licensed security guard;
 - ii. Minimum of two (2) years' military experience;
 - iii. Civilian or Military law enforcement or Corrections accreditation;
 - iv. Four-year bachelor's degree from an accredited college or university and two (2) years' experience as a licensed security guard; and/or
 - v. Two-year associate degree from an accredited college or university and three (3) years' experience as a licensed security guard.

The Town may consider alternate qualifications in its sole discretion.

All required experience shall be from within the United States of America or its territories and fully and readily verifiable. Applicants with military service shall provide a copy of the DD-214L form and have received an honorable discharge from duty in order to be accepted. The Town's Project Manager or designee may consider and approve alternate forms of proof in his/her sole discretion.

B6.04. Training Requirements

The Contractor shall provide mandatory, on-site orientation training to all security guards as specified in the Post Orders, prior to duty assignment. The training shall consist of, but not be limited to, (1) general and specific orders of the STD location, (2) policy and specific procedures for responding to emergencies at the STD location, (3) procedures for access control and operation of the security system, (4) report writing, (5) safety and fire prevention, (6) police authority and jurisdiction, (7) identification, and (8) other security matters pertinent to the services requested herein.

Training shall be conducted by the Contractor's Site Supervisor and shall take place prior to a security guard commencing any services required herein. Prior to completion of training, security guards shall not be in an active duty status and may not be placed on duty at any STD location to which the security guard is being assigned. The measure of success for the training will be the effectiveness with which the security guard is able to perform post duties. The Town shall be the sole assessor of the effectiveness of the training.

The Town will reimburse Contractor for the training of security guards assigned to the STDs at the contracted hourly rate provided for in Exhibit A, Fee Schedule, for up to four (4) hours of work for each guard that is approved by the Town.

B7. Retention of Existing Guards

For certain STDs, the Town's residents may prefer to retain the guards currently assigned to the STD ("Existing Guard"). In such event, the Town, in its sole discretion, may direct Contractor to use all reasonable efforts to retain and hire Existing Guards operating in a specific STD. The Contractor shall in good faith offer those Existing Guards (other than managerial and supervisory employees) a right of first refusal of employment under this contract to positions for which the Existing Guards are qualified.

In the event Town directs Contractor to retain Existing Guards, the Contractor may issue a written request for the Town, in its sole discretion, to approve an increase in Contractor's contract price in proportion to the difference between the Contractor's pay rate for security guards under this contract, and the Existing Guards' pay rate under the predecessor contract. Any increases in contract price approved pursuant to this Section shall be effectuated by written change order and shall be effective only for those hours when the Existing Guard is on-shift. The Town may require Contractor to submit certified pay statements for specified guards to ensure compliance with this Section.

The Contractor shall determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Existing Guards hired by the Contractor shall be retained for a minimum of ninety (90) days, to provide for a transition period, during which the Contractor shall refrain from discharging Existing Guards without cause.

Should any Existing Guards that are retained pursuant to this Section leave the employment of the Contractor for any reason, Contractor must provide written notice to the Town of the Existing Guard's departure within two (2) business days.

B8. Security Guards Specific Tasks & Responsibilities

Depending on the needs of each STD location, the Town may require slight variations, as issued in the NTP, on the tasks and responsibilities outlined below. The following tasks and responsibilities shall be performed by security personnel employed by the Contractor to provide security guard services to the STDs.

B8.01. Site Supervisor

The Site Supervisor, if applicable, shall a) be assigned as a security guard at the STD location, with additional responsibilities at the site to include, but not be limited to, a) supervising security guards, providing on-site training and work direction to guards, b) remaining in instant communication with the Contractor's central dispatch location, c) observing the condition and performance of the other guards, the condition of the guard house, the guard house environment

and level of activity. Duties may also include the tasks and responsibilities listed below for Security Guard.

B8.02. Security Guard

The Security Guard shall:

- (1) Report to work on time and remain on assigned duties until relieved as required;
- (2) Maintain good personal and uniform appearance and be courteous to the public at all times. Uniforms shall be clean and pressed and include name tags (see Section B10.02(3));
- (3) Maintain order and use good judgment and discretion in handling unruly or trespassing public;
- (4) Maintain daily logs and write daily reports, and incident reports. Incident reports shall be on a preapproved Town form;
- (5) Operate a marked motor vehicle where required (if assigned to roving patrol);
- (6) Maintain a professional atmosphere within areas of assignment; and
- (7) Not read newspapers, magazines, religious materials or any other non-work related items while providing services to the Town. In addition, newspapers and magazines are prohibited from being anywhere on post. It is the responsibility of each security guard to ensure at the start of each shift that this policy is followed, (e.g., security guards need to be sure that there are no newspapers, unauthorized reading materials, televisions, cell phones, or any other unauthorized items in the area of the post) because security guards will be held responsible and liquidated damages will be assessed.

Note: The security guard personnel are not empowered to question, refuse entrance, or unnecessarily detain anyone who wishes to enter the STD. Any security guard that does so, shall be subject to immediate removal from active duty.

B9. Reporting Requirements

The Contractor shall comply with the following reporting requirements and procedures:

- (1) A brief statement of any unusual events shall be written in the post logbook, so the Town's Project Manager or designee can conduct further investigation, if needed. All bound logbooks become the property of the Town upon its replacement. Hence, logbooks shall be kept in a clean and presentable manner and replaced as necessary to maintain this condition. The Contractor shall maintain all logbooks. Upon expiration of the contract or earlier as required by Town's Project Manager or designee, the Contractor shall deliver all such logbooks to the Town, at a place to be determined by the Town Project Manager.
- (2) A copy of all reports and all major incidents shall be furnished to the Town Project Manager or designee on a weekly basis, or as requested by the Town Project Manager.
- (3) An incident report shall be completed whenever any unusual and/or criminal event occur. Such events include, but are not limited to, discharge of firearms, major criminal acts or any safety hazards. Security guards shall consult the Contractor's Site Supervisor when in doubt about any reports. If there are any injuries, 911 should be called immediately. The central dispatch location shall be notified immediately after calling 911.

- (4) Pertinent facts of daily events shall be written in the post logbook, however any incident that requires a report shall be verbally reported to the central dispatch location immediately after the incident occurs.
- (5) Contractor may, in lieu of physical logbooks, utilize tablet computers to keep digital logbooks. In such instance, digital logbooks shall be saved in a single file per day and STD location. The filename must include the date and the STD location for efficient identification purposes (Ex. Royal Oaks East Guardhouse 1 1.12.19.pdf). Such tablet computers will be borne at the sole cost of the Contractor, and digital logbooks must be delivered to the Town in accordance with subsection (1) above on a weekly basis, or as requested by the Town.

B10. Equipment, Materials, & Supplies

B10.01. Town Supplied Items

The Town will furnish, at no cost to the Contractor, the following materials and equipment, to be used only in connection with the services being provided to the Town:

- (1) Guardhouse with a light, and related keys, including written operation procedures and instructions. Restroom and drinking water facilities are located at the guardhouse site.
- (2) Telephone to be used for official business only. Personal use of the telephone by security guards is strictly forbidden, except in case of emergency. Unauthorized use will be subject to imposition of applicable penalties or fines by the Town.
- (3) Sample Forms: A sample of required forms and other documentation used in reporting procedures at specific locations will be provided or approved by the Town. Some forms or other documentation may be site specific, in which case the Town will specify the proper STD locations for use.
- (4) Desk Books which will contain complete duty instructions for manning the post (District Post Orders), plus any special emergency procedure instructions.

Note: Town issued property shall be used only for official business in the performance of the services requested herein. All property furnished by the Town shall remain the property of the Town. Upon termination of the contract, or at the request of the Town at any time, the Contractor shall render an accounting of all such property. All equipment issued by the Town to the Contractor will be issued on Receipt of Property or other similar issue documents. Any property furnished by the Town to fulfill contract requirements, which is lost or damaged resulting from improper use or negligence by the Contractor's employees, shall be subject to invoice deduction adjustments.

B10.02. Contractor Supplied Items

The Contractor shall furnish, install, operate, and maintain in acceptable condition the following:

- (1) Communication Equipment: A two-way radio (transmitter-receiver), licensed for use by the FCC, is required for each guardhouse. This criterion and all other facets of the Contractor's radio communications system will be evaluated by Town radio technicians or other person(s) designated

- (2) Special Equipment: One working flashlight (two "D" cell size or larger) shall be available at the guardhouse. Contractor shall be responsible for maintain a supply of replacement batteries.
- (3) Uniforms: Each security guard shall wear a complete, clean, well-fitting uniform as is initially approved by the Town. Uniform shall include a shirt and cap. Uniforms, and the wearing of them, shall in general conform to standards and usage prescribed and in effect for security guards. All security guard personnel performing the services requested herein shall wear the same color and style of uniform. The Contractor shall supply a cold-weather jacket for each security guard required to perform duties while exposed to cold or wet weather conditions. All cold or wet weather clothing shall be identical in style and color for each guard.

An appropriately lettered breast badge and cap ornament indicating the Contractor's name shall be worn and prominently displayed as part of the uniform. Shoulder patches lettered to indicate the identity of the Contractor shall be worn on the left shoulder of the uniform. Items shall not be removed or substituted without permission of the Town, nor shall any non-regulation items such as sweaters, scarves, etc., be added.

During warm weather months, the Town may, at its discretion, permit work without a cap. Failure to obey uniform regulations will result in penalty deductions to the Contractor by the Town, and possible removal of the employee from duty at STD locations.

- (4) Supplies: The Town will provide samples of approved forms and documents to the Contractor with the issuance of the NTP. During the term of the contract, the Contractor will be responsible for all supplies required to perform the services requested herein, including, but not limited to, copies of approved forms and documents for use at the guardhouses, pens, clipboards, etc.
- (5) Security Guards, if assigned to roving patrol, shall be required to operate licensed and insured marked motor vehicles in order to conduct vehicular patrols of an area. Said vehicles shall be provided, and all expenses for their maintenance and operation shall be paid by the Contractor. Any security guard assigned to a post where he/she will be operating a motorized vehicle, shall have a valid driver's license. The Contractor shall comply with insurance requirements as specified in Section A7, and the insurance shall be sufficient to cover the use of vehicle.

B11. Work Practices, Standards, & Duties

The Contractor shall furnish at all times trained security guards to perform the services described herein. Each security guard shall adhere to standards of behavior that promote a favorable image.

B11.01. Standards of Conduct

The Contractor shall maintain satisfactory standards of employee competency, conduct, appearance and integrity, and shall take such disciplinary action with respect to its employees as may be necessary.

B11.02. Work Schedules

The criteria for establishing work schedules and the requirements for relief periods and for starting and stopping work are contained herein.

- (1) Posting Work Schedules: The working schedules for supervisors and guards shall be prepared and posted in the work area for continuous five-week periods. Changes to schedules shall be posted in the work area with sufficient time to ensure that employees affected by a change in duty hours are properly notified. Security guards are authorized to deviate from prescribed schedules only when unusual or emergency conditions exist. Such deviations and the reasons shall be recorded in the daily log.
- (2) Relief: The security guard shall not leave the post until properly relieved by duty personnel assigned to the following shift, if such shift is scheduled, or unless specifically authorized by the Town. The Contractor shall provide breaks as required by Federal and Florida State law. Security guards, who are on a break, shall remain at their assigned post unless relieved by a properly trained relief. Any violations may result in removal of the security guard, and/or may result in penalties (refer to Section B12).
- (3) Starting & Stopping Work: All security guards shall be in uniform and ready to begin work promptly at the start of their shift and shall remain on the job, and in full uniform, until the end of their full shift or until relieved.
- (4) Limitations on Hours and Assignments: No security guard shall provide more than twelve hours of service, including all break periods, within a twenty-four-hour period, unless the work periods are separated by an eight-hour non-duty period. This limitation may be waived by the Town in emergency situations that are beyond the control of the Contractor (e.g., weather conditions, civil disturbances, natural disasters, etc. preventing the next shift from getting to the post). Each occurrence will require an individual waiver provided by the Town Project Manager or designee.

B11.03. Recording Presence

Security guards shall sign in and sign out when reporting for duty and when leaving at the end of the work shifts. A "Record of Time of Arrival and Departure" form or similar form, provided by the Contractor, shall be used for this purpose. The Contractor's Site Supervisor shall sign and note time of arrival and departure in a contrasting color. All document time entries shall consist of the actual event time, not a scheduled time. Security guards shall notify dispatcher when using restroom facilities.

B11.04. STD Post Orders

The Post Orders define the basic work to be performed by security officers at the STD locations. STD Post Orders shall be prepared by the Contractor with Town input. Contractor must submit Post Orders for each STD to the Town Project Manager for review and approval prior to the commencement of services at an STD. Upon Town approval, Contractor shall post a copy of the Post Orders at each security guard location for the assigned STDs. Contractor must ensure that all security guards receive a copy of the site Post Orders and fully understand and comply with the procedures set forth therein. Security guards shall have access to the site Post Orders at all times while on duty. No deviations from the Post Orders shall be made, except for emergencies. The Town may, at random intervals, conduct inspections to ensure security guards comply with the site Post Orders, and any violations shall be penalized in accordance with Section B11. All Post Orders (initial or revised) must be approved by the Town. Changes to the Post Orders approved by the Town shall not require modification to the contract. Post Orders may include, but are not limited to, the following:

- (1) STD location information (e.g., operating hours, chain of command);

- (2) STD location rules and regulations;
- (3) Operation of equipment;
- (4) Roving patrol routes, schedules, and duties;
- (5) Vehicular traffic control;
- (6) Access control procedures;
- (7) Emergency response procedures;
- (8) Security and fire control/alarm systems;
- (9) Hazardous conditions, inspection/reporting;
- (10) Response to emergencies, (e.g., fires, injury, or illness, etc.);
- (11) Safeguarding persons and property; and
- (12) Minimum number of hours for site orientation training.

B11.05. Reports, Records, & Desk Book

An "Officer's Desk Book" shall be maintained at the guardhouse and shall contain complete duty instructions for manning the post plus emergency procedure instructions. The Contractor's employees shall prepare required orders, instructions and reports, including reports of accidents, fires, unusual incidents and unlawful acts, and provide these reports to the Town.

B11.06. Emergency Assistance

In the event of an emergency or unusual occurrence, the security guard shall summon appropriate assistance, as may be required, such as the local fire and/or police departments, and immediately notify dispatcher.

B11.07. Lost & Found

The security guard personnel shall receive and safely store lost and found articles pending return to owner or for other appropriate disposal, as determined by the Town. Contractor shall notify the Town at the Town's next inspection visit of the status of any lost or found articles.

B11.08. Hazardous Conditions

The security guard personnel shall report daily, in accordance with procedures in the Officer's Desk Book, potentially hazardous conditions and items in need of repair.

B11.09. Removal from Duty

If the Town Project Manager determines a Contractor is disqualified or unfit for duty, the Town Project Manager will request that the Contractor immediately remove said security guard from duty. The Contractor must comply with all such requests.

- (1) Disqualification: A security guard may be disqualified for duty if any of the following are developed as facts pursuant to a suitability check: a) conviction of a felony, a violent crime or a serious misdemeanor, b) record of arrest for continuing offenses, or c) falsification of information submitted for suitability check.
- (2) Unfit for Duty: For clarification, a determination of unfitness may be made from, but not limited to, incidents involving the most immediate identifiable types of misconduct or delinquency as set forth below:
 - (a) Neglect of duty, including sleeping while on duty, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during official time, or refusing to render assistance or cooperate in upholding the integrity of the security program at the STD.

- (b) Falsification or unlawful concealment, removal, mutilation or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- (c) Disorderly conduct, use of abusive or offensive language intimidation by words or actions, or fighting. Also, participation in disruptive activities which interfere with the normal and efficient guardhouse operation.
- (d) Theft, vandalism, or any other criminal actions.
- (e) Selling, consuming or being under the influence of intoxicants, drugs or substances which produce similar effects.
- (f) Unethical or improper use of official authority or credentials.
- (g) Unauthorized use of communications equipment or Town property.
- (h) Violation of security procedures or regulations.
- (i) Recurring tardiness.
- (j) Failure to have display proper identification or produce applicable registration.
- (k) Use of Town telephones for purposes other than to report to supervisors or to report emergencies.

B11.10. Replacement Employees

The Contractor shall provide the training outlined in Section B6.04, to each replacement security guard prior to the security guard start of work at any STD location. All security guards shall be approved by the Town Project Manager or designee prior to assignment to STD.

B11.11. Waivers

When an unusual, short-term unavailability of regularly assigned security guards exists, the Town, in writing, and prior to the security guard's commencement of duty, may waive training requirements. The Contractor shall limit the use of any untrained or unqualified guards to a period not-to-exceed a cumulative total of 40 hours for that security guard.

B11.12. Weapons

No guard may carry a gun, night stick, stun gun, handcuffs or other weapons while performing services under this contract, whether roving or at the guardhouse. Guards are to avoid confrontation with suspicious individuals as much as possible and to alert the Town Police Department of possible criminal activity.

B12. Penalties & Deductions

The following penalties for nonperformance or unsatisfactory performance may be imposed by the Town against the Contractor.

B12.01. Major Incidents

Any major incidents, as determined by the Town Project Manager or designee, may result in a fine of \$100.00 per incident. Major incidents, may include but not limited to:

- (1) Failure to provide security guard coverage;
- (2) Security guard sleeping on duty;
- (3) Security guard working under the influence of drugs or alcohol;
- (4) Security guard participating in any collusion of criminal activity such as theft, vandalism, sale of drugs or alcohol;
- (5) Falsifying logbook entries or status reports;
- (6) Failure to provide a written report documenting an incident or accident;

- (7) Failure to properly train any security guard employee; and/or
- (8) Disorderly conduct, use of abusive or offensive language, intimidation by words or action, or fighting.

B12.02. Minor Incidents

Any minor incident, as determined by the Town Project Manager or designee, may result in a \$50.00 fine per incident. Minor incidents may include but not limited to:

- (1) Improper uniform or unsatisfactory appearance;
- (2) Failure to make prescribed communication checks;
- (3) Failure to provide specified inspections;
- (4) Failure to post company-supplied nameplate;
- (5) Failure to properly equip security officer;
- (6) Security guard conducting personal affairs while on duty.

Note: The deduction schedule will be applied separately for each documented violation. All compliance deductions will be applied by the Town against the Contractor's invoice.

B13. Violations

The Town Project Manager or designee may write violation reports. Any violations committed by the Contractor's personnel, will result in the suspension or removal from duty of said personnel at the discretion of the Town Project Manager or designee. Violations may include, but are not limited to:

- (1) Personnel Violations: These violations may include, but not limited to: tardiness, sleeping on duty, failure to follow post orders, abandoning post, failed to report for duty, inappropriate behavior, improper or badly soiled uniform, failure to make report, improper State licensure (e.g., not on person, expired), improper records, reports or logbook, vehicle irregularities, unauthorized visitors on post, not signing in or out in logbook, personal phone use, or health deficiencies.
- (2) Administrative Violations: These violations may include, but not limited to: improperly or insufficiently equipped, no radio or inoperative radio, no vehicle or inoperative vehicle, inadequate writing skills, inadequate training, lack of contract supervision, excessive hours on duty (not approved in advance by Town), violations of local, State, or Federal laws, Regulations, or Ordinances, criminal records check not complete or hired security guards with criminal records, difficulty in speaking or understanding English, and/or being understood by others, failure to have current post orders on site, or invoicing discrepancies/inaccuracies.
- (3) Special Violations: These violations may include, but not limited to: reassignment of any personnel previously suspended or removed from duty by the Town, failure to notify the Town of an arrest of personnel, improper internal employee fines or wage practices, false statements or falsification of any documents required by the Town.
- (4) Repeated Violations: Repeated violations of any type or a particularly serious violation at the same STD location may result in the removal of the Contractor from the STD by the Town. The STD may be assigned to another Contractor. Similarly, new or existing STDs may be assigned to a different Contractor, in the best interest of the Town, if there has been a demonstrated pattern of incompetence by the existing Contractor. See Section B4, Assignment and Movement of STD locations.

B14. Documentation

All records pertinent to administration and management of the Services shall be maintained at a local office and are subject to inspection by the Town at any time.

- (1) The Contractor shall maintain, at a minimum, the following documents at the central dispatch station:
 - a. Financial records: invoices, employee payroll and other associated backup documentation;
 - b. FCC License;
 - c. Logbooks;
 - d. Incident Reports; and
 - e. Employee Personnel File.
- (2) The Contractor shall maintain a copy of all disciplinary actions taken by the Contractor against its personnel, assigned to provide services to the Town, for all infractions committed hereunder. A copy of said violations shall be placed in the employees personnel file. The personnel files shall contain copies of, but not limited to, the following documents:
 - a. FDLE and national criminal background check which shall be updated on a yearly basis;
 - b. Medical examination, including drug test results, which shall be updated, on a yearly basis;
 - c. Training test results along with a copy of the test;
 - d. Proof of education and experience;
 - e. State Security Officer licenses "D", "G" and "DI" as applicable;
 - f. Employment application and verifications of prior employment;
 - g. Proof of certification for Law Enforcement experience;
 - h. A copy of DD-2 1 4 Long form for Military and Coast Guard experience;
 - i. A copy of a valid State of Florida Driver's license, with documentation of five-year driver's history; and
 - j. Proof of Citizenship, Resident Alien card or Work Permit.

Note: Failure to comply with any of these requirements constitutes a material breach of the contract and may result in non-performance penalties as specified in Section B12.

B15. Progress Meetings

The Town may hold mandatory meetings, at the discretion of the Town Project Manager or designee, for the purpose of discussing issues relevant to the performance and/or administration of the security guard services provided by the Contractor. The Town Project Manager or designee reserves the right to schedule meetings at any time during the contractual period by notifying Contractor, by phone or in writing. The Contractor's Account Manager or other appropriate person, as requested by the Town, shall be present at all meetings scheduled by the Town Project Manager or designee unless specifically waived by the Town Project Manager or designee. In emergency cases, advanced notice is not required.

B16. Additional Services

Additional Services includes those services that are not specifically provided for under the scope of this Agreement, however, are of such similar character that they can properly be performed

under the terms of this Agreement. A Work Order must be issued for any Additional Services performed under the Agreement. Work Orders may be issued based on cost per task, hourly rates, unit costs, or time and materials depending on the type of Work to be performed. The hourly rates contained in the Agreement shall be used for basis for determining the cost for any Additional Services. Where an hourly rate is not included in the Agreement, new hourly rates will be negotiated to the mutual satisfaction of both parties and added to the Agreement for any future Additional Service requests.

Upon identifying Additional Services to be performed on an as-needed basis, the Town Project Manager will notify the Contractor of the required Additional Services. This notification will include the following:

- A Work Order for Work to be performed based on pre-established pricing.
- A request for a Work Order Proposal for review by the Town Project Manager

B17. Compensation

For services rendered, the Town shall pay to Contractor the amounts identified in Exhibit A – Fee Schedule, as may be amended from time to time, which is incorporated into and made a part of this Agreement.

Within ten (10) business days after the anniversary of the contract execution date each year, the Contractor may request a price increase not to exceed the Bureau of Labor Statistics “All Items” category (CPI-U index for Miami-Dade County) within the last 12-month period. Failure to make a request within the above time frame shall be considered a waiver of the Contractor’s ability to make such request. The Town will evaluate such requests to determine if an increase should be approved. Notwithstanding the above, in no event shall any such increase exceed three percent (3%) per request.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of _____ in the year _____ (“Execution Date”).

WITNESS/ATTEST

SFM Security Services, Inc.

Signature

Signature

Print Name, Title

Print Name, Title of Authorized Officer or Official

ATTEST:

(Corporate Seal)

Firm’s Secretary

(Affirm Firm’s Seal, if available)

ATTEST:

Town of Miami Lakes, a municipal corporation of the State of Florida

Gina Inganzo, Town Clerk

Edward Pidermann, Town Manager

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Raul Gastesi, Town Attorney

CERTIFICATE OF AUTHORITY

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a corporation organized and existing under the laws of the State of _____, held on the ____ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the corporation to execute agreements on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation.

I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Secretary: _____

Print: _____

NOTARIZATION

STATE OF _____)

) SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who (did / did not) take an oath.

SIGNATURE OF NOTARY PUBLIC

STATE OF FLORIDA

PRINTED, STAMPED OR TYPED

NAME OF NOTARY PUBLIC

EXHIBIT A – FEE SCHEDULE



SFM Security Services, Inc. Proposal for Town of Miami Lakes RFP No.: 2019-13 “Security Guard Services for Special Taxing Districts” Part B – Price Component



Submitted to:
Nathalie Garcia
Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014
305.364.6100
garcian@miamilakes-fl.gov

Submitted by:
Christian Infante, President
SFM Security Services, Inc.
9700 N.W. 79TH Avenue
Hialeah Gardens, FL 33016
305.525.9442
cinfante@sfmservices.com

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1- Price Proposal

Form PPR-1



**RFP 2019-13
Price Proposal
Security Guard Services for Special Taxing Districts
Form PPR-1**

The Proposer declares that it has fully reviewed the requirements of the RFP, and informed itself fully of the Scope of Work and all other conditions and circumstances pertaining to the work to be performed; and that this Proposal is submitted voluntarily and willingly.

The Proposer has determined based on its business and professional expertise that it can perform the work in accordance with the requirements of the RFP and the Contract.

The Proposer agrees, if its Proposal is accepted, to timely execute a contract with the Town, pursuant to the terms and conditions of the RFP and the Agreement attached thereto, at the prices and rates listed below.

The prices stated below include all costs to complete the Services requested under the RFP and Contract.

Section A. Pricing for Security Guard Services for Special Taxing Districts

Proposer shall state its price for providing the required Services as stated in the RFP and in accordance with the Agreement terms and conditions.

ALL LOCATIONS	
Hourly Billing Rates	
Hourly Billing Rate per Security Guard (Level I)	\$ 15.84
Hourly Billing Rate per Security Guard (Level II)	\$ 17.17
Hourly Billing Rate per Security Guard Supervisor	\$ 17.17
Hourly Billing Rate for Use of Licensed Motor Vehicle ("Roving Guard")	\$ 1.55

SIGNATURE PAGE FOLLOWS

Form PPR-1



By signing below Proposer certifies that the information contained in its Price Proposal includes all costs for the Project. The Town at its sole discretion may negotiate with the elements of the Fee with the Proposer.

SFM Security Services, Inc.
Proposer's Name

By: [Signature]
Signature of Authorized Officer

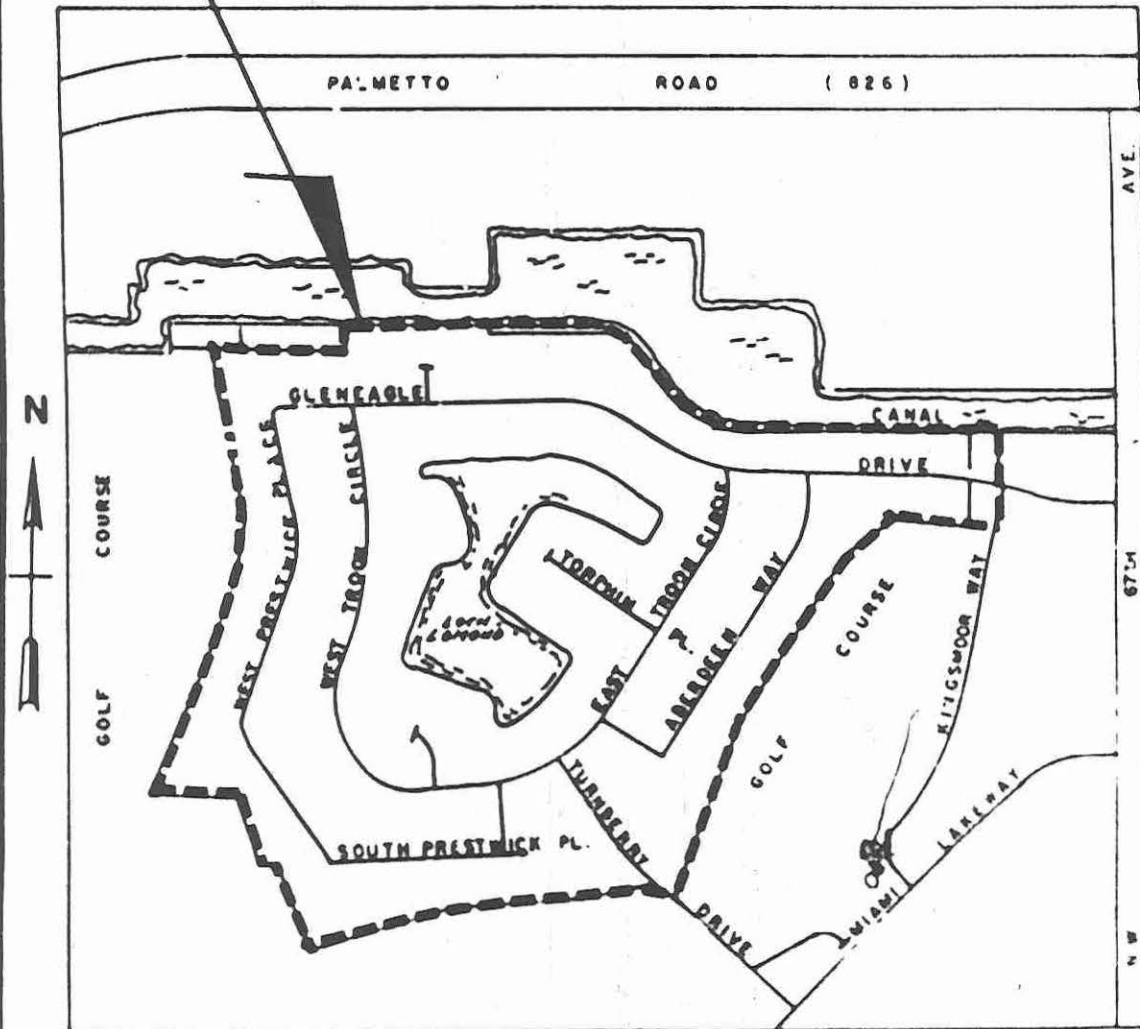
3.25.19
Date

Christian Infante
Printed Name

President
Title

EXHIBIT B – MAPS OF SPECIAL TAXING DISTRICTS

PROPOSED DISTRICT BOUNDARIES



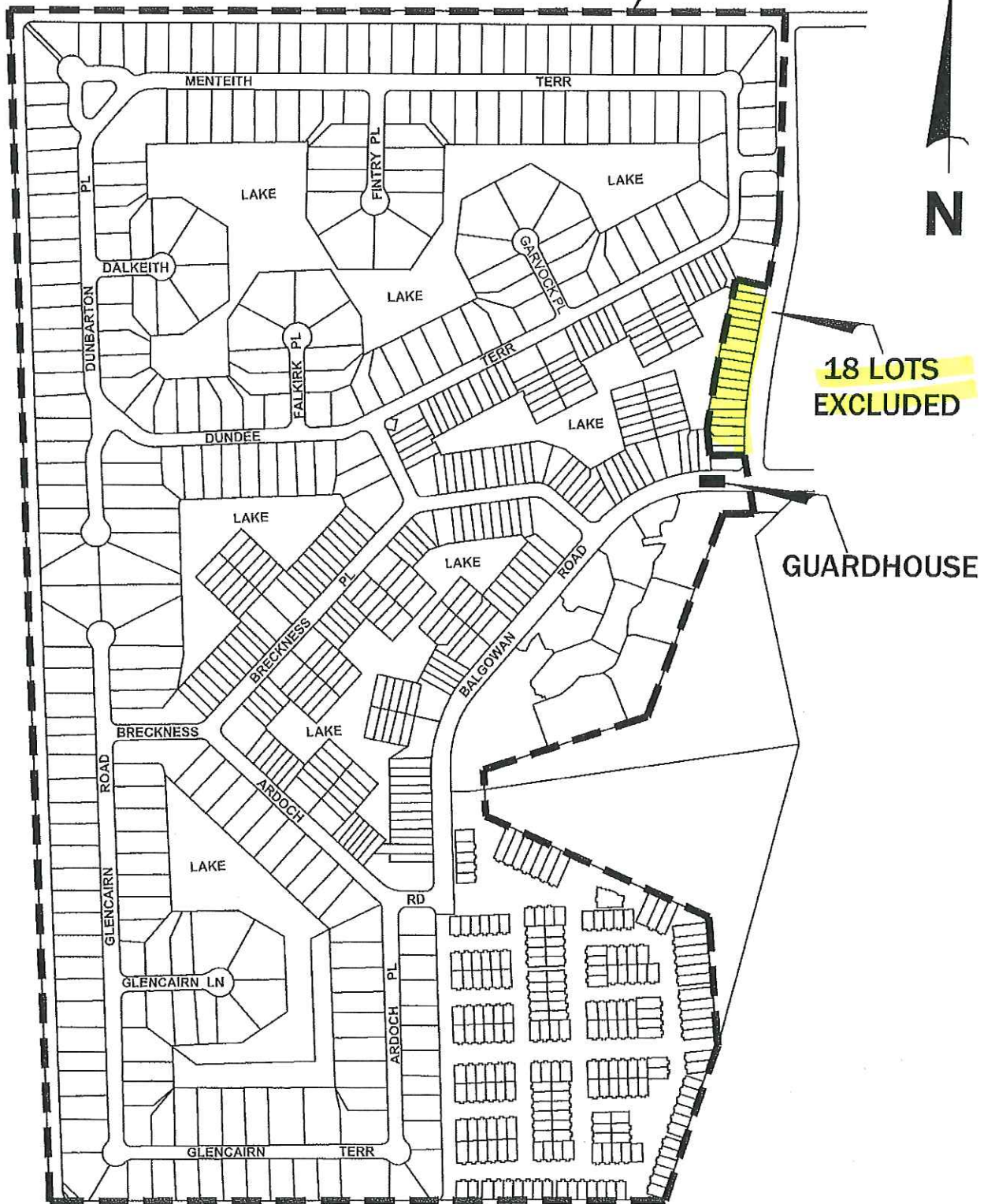
MIAMI LAKES - LOCH LOMOND SECURITY GUARD SPECIAL TAXING DISTRICT

SECTION 14-52-40

Exhibit "B"

MIAMI LAKES DRIVE

DISTRICT
BOUNDARIES



18 LOTS
EXCLUDED

GUARDHOUSE

**MIAMI LAKES SECTION ONE SECURITY GUARD
SPECIAL TAXING DISTRICT (AMENDED 9/9/2004)**

G - 216

SECTION: 22 - 52 - 40

EXHIBIT "A"

SCALE: N.T.S

The map shows a residential area with a grid of streets and lots. Key features include:

- Streets:** 82 AVE, 169 TER, 167 TER, 165 TER, 162 ST, 77 CT, 78 CT, 79 CT, 80 CT, 81 CT, 82 CT, 83 CT, 84 CT, 85 CT, 86 CT, 87 CT, 88 CT, 89 CT, 90 CT, 91 CT, 92 CT, 93 CT, 94 CT, 95 CT, 96 CT, 97 CT, 98 CT, 99 CT, 100 CT.
- Proposed Barricades:** Located at the intersections of 82 AVE and 169 TER, 167 TER, 165 TER, 162 ST, and 77 CT.
- Proposed Guardhouses:** Located at the intersections of 82 AVE and 169 TER, 167 TER, and 162 ST.
- Canal R/W:** A right-of-way for a canal is shown on the right side of the map.
- Lots:** Lots are numbered 1 through 25, with some lots having additional numbers (e.g., 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25).

ROYAL OAKS EAST
SECURITY GUARD
SPECIAL TAXING DISTRICT

EXHIBIT C – CONTRACTOR’S PROPOSAL



SFM Security Services, Inc. Proposal for Town of Miami Lakes RFP No.: 2019-13 “Security Guard Services for Special Taxing Districts” Part A – Technical Component



Submitted to:
Nathalie Garcia
Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014
305.364.6100
garcian@miamilakes-fl.gov

Submitted by:
Christian Infante, President
SFM Security Services, Inc.
9700 N.W. 79TH Avenue
Hialeah Gardens, FL 33016
305.525.9442
cinfante@sfmtservices.com

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Letter of Intent



Friday, March 29, 2019

Nathalie Garcia
Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014

Dear Ms. Garcia:

SFM Security Services, Inc. appreciates the opportunity to submit a proposal to the Town of Miami Lakes in response to RFP 2019-13 Security Guard Services for Special Taxing Districts. SFM's sister company "SFM Services, Inc." has been working for the Town of Miami Lakes since 2003. We are headquartered four (4) miles away from the Town of Miami Lakes. This means the Town will be guaranteed additional supervision and immediate response.

SFM Security has been providing unarmed security guard services in South Florida since 1992. We are a local minority owned company headquartered in Miami-Dade County. We have a current task force of 168 Licensed Officers. Our company is licensed, bonded, and insured in the State of Florida. SFM Security is a licensed Security Agency in the State of Florida; Class B Security Agency License No.: B-9900133.

Our team is pleased to provide a low-risk, cost effective solution to your security needs. SFM Security will provide a world-class security experience, combined with our proven team approach that guarantees positive results. We suggest a discussion after proposals are submitted so we can customize or make any changes to the operation plan you deem necessary. We look forward to working with the Town of Miami Lakes. If there are any questions regarding this proposal, please feel free to contact me directly at 305.525.9442 and via Email at cinfante@sfmtservices.com

Respectfully Submitted,

Christian Infante

Christian Infante
President



1- Company Declaration

Form CPD



Company Profile and Declaration

Solicitation Name: Security Guard Services for Special Taxing Districts

Solicitation Number: RFP 2019-13

Submitted By: SFM Security Services, Inc.
(Respondent Firms' Legal Name)
N/A
(Respondent D/B/A Name, if used for this Project)
Christian Infante, President
(Name and Title of Officer Signing the Submittal for the Respondent)
N/A
(Contact Name, if different from Officer)
9700 N.W. 79 Avenue
(Street Address)
Hialeah Gardens, FL 33016
(City/State/Zip Code)
cinfante@sfmtservices.com 305.525.9442
(Email Address) (Phone Number)

Declaration

I, Christian Infante hereby declare that I am the
Print Name
President of SFM Security Services, Inc.
Title Name of Company

the ("Respondent") submitting the Company Profile and Declaration, and that I am duly authorized to sign this Company Profile and Declaration on behalf of the above-named company; and that all information in this Company Profile and Declaration and other information and documents submitted in response to this RFP are, to the best of my knowledge, true, accurate, and complete as of the submission date.

Form CPD



The Respondent further certifies as follows:

1. This Company Profile and Declaration is submitted as part of the Respondent's submittal ("Submittal") in response to the above stated RFP issued by the Town of Miami Lakes;
2. Respondent has carefully examined all the documents contained in the RFP and understands all instructions, requirements, specifications, terms and conditions, and hereby offers and proposes to furnish the products and/or services described herein at the prices, fees and/or rates quoted in the Respondent's Submittal, and in accordance with the requirements, specifications, terms and conditions, and any other requirements of the RFP Documents;
3. This Submittal is a valid and irrevocable offer that will not be revoked and shall remain open for the Town's acceptance for a minimum of 120 days from the date Submittals are due to the Town, to allow for evaluation, selection, negotiation, and any unforeseen delays, and Respondent acknowledges that if its Submittal is accepted, Respondent is bound by all statements, representations, warranties, and guarantees made in its Submittal, including but not limited to, representation to price, fees, and/or rates, performance and financial terms;
4. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this RFP;
5. Respondent certifies that it meets the minimum qualification requirements set forth in the RFP.
6. Respondent is in full compliance with all applicable Federal, State, and local laws, rules, regulations and ordinances governing its business practices;
7. All statements, information and representations prepared and submitted in response to the RFP are current, complete, true, and accurate. Respondent acknowledges that the Town will rely on such statements, information, and representations in selecting a Respondent, and hereby grants the Town permission to contact any persons identify in this RFP to independently verify the information provided in the Submittal;
8. Submission of a Submittal indicates the Respondent's acceptance of the evaluation criteria and technique and the Respondent's recognition that some subjective judgments may be made by the Town as part of the evaluation process;
9. No attempt has or will be made by the Respondent to induce any other person or firm to not submit a response to this RFP;
10. No personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Respondent's Submittal;
11. Respondent has had no contact with Town personnel regarding the RFP, the Project or evaluation of Submittals in response to this RFP. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved;
12. The pricing, rates or fees proposed by the Respondent have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Respondent or competitor; and unless otherwise required by law,

Page 2 of 3

Form CPD

Form CPD



the prices quoted have not been disclosed by the Respondent prior to submission of the Submittal, either directly or indirectly, to any other Respondent or competitor;

13. Respondent has reviewed a copy of the Contract, included as an Exhibit to the RFP; and
14. Respondent is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities, or if so, Respondent has provided a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

This declaration was executed in Miami-Dade County, State of Florida on
2019.

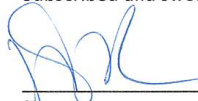


Signature

Christian Infante

Print Name

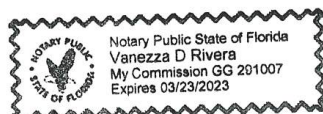
Subscribed and sworn to before me this 25 day of March, 2019.



Signature

Vanezza Rivera

Print Name



(Notary Seal/Stamp)

2- Qualifications of Proposer

Form CQQ



Company Qualification Questionnaire

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some Information may not be applicable, in such instances insert "N/A".

1. How many years has your company been in business under its current name and ownership?

23+ years

a. Professional Licenses/Certifications (include name and license #)*	Issuance Date
FDACS B License No. 9900133	12/15/2017
Miami-Dade County LBT No. 3179959	08/29/2018
City of Hialeah Gardens Business Tax Receipt No. BL18505	08/27/2018
FSMSDC MBE No. FL002287	06/01/2018

(*include active certifications of small or disadvantage business & name of certifying entity)

2. Type of Company: ☐ Individual ☐ Partnership ☒ Corporation ☐ LLC ☐ Other

If other, please describe the type of company: _____

- a. FEIN/EIN Number: 65-0405101
- b. Dept. of Business Professional Regulation Category (DBPR): Slot Combo Business
- i. Date Licensed by DBPR: 06/08/2017
- ii. License Number: 11418240
- c. Date registered to conduct business in the State of Florida: 10/30/1992
- i. Date filed: 10/30/1992
- ii. Document Number: P92000001040
- d. Primary Office Location: 9700 N.W. 79 Avenue Hialeah Gardens, FL 33016
- e. What is your primary business? Unarmed Security Guard Services
(This answer should be specific)

Form CQQ



f. Name of Qualifier, license number, and relationship to company:

N/A

g. Names of previous Qualifiers during the past five (5) years including, license numbers, relationship to company and years as qualifier for the company:

N/A

h. Name and Licenses of any prior companies

Name of Company	License Name & No.	Issuance Date
-----------------	--------------------	---------------

N/A

3. Company Ownership

a. Identify all owners or partners of the company:

Name	Title	% of ownership
------	-------	----------------

Christian Infante, President 51%

Jose Infante, Founder 49%

b. Is any owner identified above an owner in another company? ☒ Yes ☐ No

If yes, identify the name of the owner, other company names, and % ownership

Christian Infante, 51% Jose Infante, 49%

SFM Services, Inc; SFM Janitorial Services, LLC; SFM Landscape Services, LLC; Gaming Facilities Services, LLC.

Form CQQ



- c. Identify all individuals authorized to sign for the company, indicating the level of their authority (use additional pages/attachments if necessary)

Name	Title	Signatory Authority (All, Cost Up to \$Amount, No-Cost, Other)
------	-------	---

Christian Infante, President - ALL

Jose Infante, Founder - ALL

Explanation for Other: _____

4. Employee Information

- a. Total No. of Employees: 168
- b. Total No. of Managerial/Admin. Employees: 2
- c. Number of Trades Personnel and total number per classification:
(Apprentices must be listed separately for each classification)

541: Security Guards: 166

702: Manager/Admin: 2

5. Employer Modification Rating: 1.07

6. Insurance & Bond Information:

- a. Insurance Carrier name & address:

USI Insurance Services, 2601 South Bayshore Drive, Suite 1600 Coconut Grove, FL 33133;

Lockton Companies (Southeast Series), 3601 SW 160th Avenue, Ste 200 Miramar, FL 33027

- b. Insurance Contact Name, telephone, & e-mail:

Form CQQ



USI- Jose Sardinias 786.785.1158; Lockton- Mario Medina 305.804.9279

- c. Insurance Experience Modification Rating (EMR): 1.07
(if no EMR rating please explain why)
- d. Number of Insurance Claims paid out in last 5 years & value: 77; \$877,786.46

7. Have any lawsuits been file against your company in the past 5 years? ☐ Yes ☒ No

If yes, in a separate attachment, identify each lawsuit and its current disposition. For each lawsuit provide its case number, venue, the year the suit was filed, the basis for the claim or judgment, its current disposition and, if applicable, the settlement unless the value of the settlement is covered by a written confidentiality agreement.

8. To the best of your knowledge, is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. ☐ Yes ☒ No

If yes, in a separate attachment, provide details including the identity of the officer and the nature of the investigation.

9. Have any Key Staff or Principals (including stockholders with over 10% ownership) of the company been convicted by a Federal, State, County or Municipal Court of or do any Key Staff or Principals have any pending violations of law, other than traffic violations? ☐ Yes ☒ No

If yes, in a separate attachment, provide an explanation of any convictions or pending action including the name of the Key Staff member or Principal involved and the nature of the offense.

10. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? ☐ Yes ☒ No

If yes, in a separate attachment provide an explanation including the name of the project, the circumstances of default or assessed damages, and the ultimate disposition of the issue.

11. Has the Proposer or any of its principals failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? ☐ Yes ☒ No

If yes, in a separate attachment provide an explanation including the year, the name of the awarding agency, and the circumstances leading to default.

12. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? ☐ Yes ☒ No

If yes, in a separate attachment provide the date, court jurisdiction, action taken, and any other explanation deemed necessary.

Page 4 of 5

Form CQQ

Form CQQ



13. In the space below, describe any other experience, not covered by any of the stated submittal requirements of the RFP, related to the Services to be performed under the Contract that Proposer believes is unique to its organization and would benefit the Town.

N/A

By signing below, Proposer certifies that the information contained herein is complete and accurate to the best of Proposer's knowledge.

By: 
Signature of Authorized Officer

03/25/2019
Date

Christian Infante
Printed Name

Page 5 of 5

Form CQQ

3- Experience of Proposer

a. Organizational History & Structure

SFM Security Services, Inc., has a wealth of experience providing unarmed security services to numerous government entities, educational facilities, and residential properties throughout South Florida with a proven verifiable track record. Our clients include major government and



private institutions such as Florida National University, Saint Branden Elementary School, Miami Beach Housing Authority, Town of Medley, Leon Medical Centers, Miami International Airport/Allied Fuel Aviation, Grove Harbour Marina, & many more.

SFM Security also provides security to hospitals, clinics, government facilities, educational facilities marinas, condominiums, and more. These locations all have a high level of pedestrian traffic. SFM security officers are experienced with responding to inquiries from patients, visitors and client staff. Our Guards work closely with local law enforcement assisting with identified threats and issues. Enclosed you will find SFM Security Services provides a wide-range list of services including Access Control, Roving Patrol, Event Security, Concierge Security, Threat Assessments, and Active Shooter Trainings.

SFM Security has a Proven Track Record:

- Windermere Condo Safe Neighborhood District
- Miami Parking Authority (15 locations)
- Allied Aviation @ Miami International Airport
- Leon Medical Centers (9 Centers)
- Miami Beach Housing Authority
- Grove Harbour Marina
- Florida National University

Benefits of Hiring SFM Security:

- ✓ SFM's C.O.O. is a Former Director of Homeland Security
- ✓ "Active Shooter Training" available
- ✓ SFM understands the Town's security needs.
- ✓ 24/7 Local Command Station located 4 miles from the Town of Miami Lakes
- ✓ Over 200 officers in South Florida.
- ✓ SFM ownership is directly involved.
- ✓ Road captains/supervisors respond immediately
- ✓ Threat assessments will be performed at no cost to the Town

b. Principals, Owners, and Directors

Christian Infante, President/Owner
Office Phone (305) 818-2424 x.17
Email at cinfante@sfmtservices.com

Christian Infante, President is the primary contact for this RFP. He may be reached directly at (305) 525-9442.



Jose Infante, Agency Manager & Vice President/Owner
Office Phone (305) 818-2424 x.21
Email at jinfante@sfmtservices.com

Joe Pinon, Chief Operating Officer
Office Phone (305) 818-2424 x.31
Mobile: (786) 547-6704
Email: jpinon@sfmtservices.com

Alex Carulo, Director of Security
Office Phone (305) 818-2424 x.13
Mobile: (305) 747-6292
Email: acarulo@sfmtservices.com

c. State Licensure

Class "B" Security Agency license

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES		
ADAM H. PUTNAM COMMISSIONER		
DIVISION OF LICENSING		
12/15/17 DATE ISSUED	12/23/20 DATE OF EXPIRATION	B 9900133 LICENSE NUMBER
SFM SECURITY SERVICES, INC. 9700 N.W. 79TH AVENUE HIALEAH, FL 33016		
INFANTE, JOSE M, PRESIDENT INFANTE, JOSE M, SECRETARY INFANTE, CHRISTIAN, OTHER		
THE <i>SECURITY AGENCY</i> NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF CHAPTER 493, FLORIDA STATUTES.		
	 ADAM H. PUTNAM COMMISSIONER	

© 1995 GOES 2345

Occupational License

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

3042579

BUSINESS NAME/LOCATION

SFM SECURITY SERVICE INC
9700 NW 79TH AVE
HIALEAH GARDENS FL 33016

RECEIPT NO.

RENEWAL
3179959

LBT

EXPIRES
SEPTEMBER 30, 2019

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER

SFM SECURITY SERVICE INC
C/O JOSE INFANTE PRES

SEC. TYPE OF BUSINESS

213 GUARD PATROL AGENCY
B9900133

**PAYMENT RECEIVED
BY TAX COLLECTOR**

\$225.00 08/29/2018
FPPU14-18-022674

Employee(s) 50

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

CITY OF HIALEAH GARDENS

10001 NW 87 Ave - Hialeah Gardens, Florida 33016

BUSINESS TAX RECEIPT

Business Name:

SFM SECURITY SERVICES INC
9700 NW 79 AVENUE
HIALEAH GARDENS, FL 33016

Business Type: SECURITY SERVICES (OFFICE)

Date: 08/27/2018

Issued to:

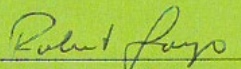
JOSE INFANTE
9798 NW 45 LANE
MIAMI, FL 33178

LICENSE NO.: BL18505

TOTAL FEES PAID: \$187.50

Delinquency Fee: A 10 percent delinquent fee will be imposed if not renewed by October 1 and an additional 5 percent fee is charged for each month thereafter with total fee not to exceed 25 percent.

Notes: SECURITY SERVICES-GENERAL OFFICE: NO OUTSIDE STORAGE OR DISPLAY, NO HAZARDOUS MATERIALS, NO MECHANICAL REPAIRS, NO PAINTING OF ANY KIND, ALL WORK SHALL BE DONE INSIDE BUILDING.


City License Official

LICENSE YEAR
2018 - 2019

LICENSE MUST BE EXHIBITED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS

Minority Participation

SFM Security Services, Inc. is 100 % minority owned. Jose M. Infante, Founder and son Christian Infante, President and majority stockholder of SFM Security Services, Inc. are Hispanic.

SFM Security Services strongly encourages the recruitment, selection, and promotion of minorities and women in the firm. Several of SFM's vendors are minority owned and operated as well.

Minority Staff Personnel:

- Security Manager as Alex Carulo is a Hispanic, Male.
- Human Resource Manager Sandy Lopez is a, Hispanic Female.
- Quality Control Supervisor Eileen Dominguez & Marta Gonzalez are, Hispanic females.
- Security Officers - The majority of our security guards are minority

SFM Security is a registered minority firm with the Florida State Minority Supplier Development Council. Any question regarding MBE certification, please contact Beatrice Louissaint, President of the NMSDC. (305.762.6151)

THIS CERTIFIES THAT		
SFM Security Services, Inc.		
* Nationally certified by the: FLORIDA STATE MINORITY SUPPLIER DEVELOPMENT COUNCIL		
*NAICS Code(s): 561612		
* Description of their product/services as defined by the North American Industry Classification System (NAICS)		
06/01/2018		FL02287
Issued Date	 Louis Green	 Beatrice Louissaint, President & CEO
06/01/2019		
Expiration Date		
By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: http://nmsdc.org		
Certify, Develop, Connect, Advocate.		
* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®		





Vendor Reference Form

Reference #5 (optional)

Proposer's Name: SFM Security Services

Reference's Name: The Minorca Condominium Association, Inc.

Address: 2030 S. Douglas Road Coral Gables, FL 33134

Name of Project: Security Guard Services

Contact Person (Name/Title): Susana Shelton

Contact Telephone #: 305.476.1780 Contact E-Mail Address: minorcamanager@bellsouth.net

Location of Services: 2030 S. Douglas Road Coral Gables, FL. 33134

Initial Contract Value: \$ _____ Final Contract Value: \$ >\$100K per year

Is the Contract still active?: ☒ Yes ☐ No Number of Change Orders: 0

Start Date: 2012 Completion Date: present

Brief description of the scope of work performed for this reference:

Front desk concierge and perimeter checks throughout the residential high rise.

Officers are specifically trained in customer service.

FOR OFFICIAL USE ONLY

<input type="checkbox"/> Attempt 1	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified
<input type="checkbox"/> Attempt 2	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified
<input type="checkbox"/> Attempt 3	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified

Form CR

e. Florida Division of Corporations

2018 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P92000001040

Entity Name: SFM SECURITY SERVICES, INC.

Current Principal Place of Business:

9700 NW 79 AVE.
HIALEAH GARDENS, FL 33016

Current Mailing Address:

9700 NW 79 AVE.
HIALEAH GARDENS, FL 33016 US

FEI Number: 65-0405101

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

TRIAY, CALOS AESQUIRE
2301 NW 87 AVENUE
SUITE 501
DORAL, FL 33172 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:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title V
Name INFANTE, JOSE M
Address 9700 NW 79 AVE.
City-State-Zip: HIALEAH GARDENS FL 33016

Title P
Name INFANTE, CHRISTIAN H
Address 9700 NW 79TH AVE.
City-State-Zip: HIALEAH GARDENS FL 33016

Detail by Entity Name

Florida Profit Corporation

SFM SECURITY SERVICES, INC.

Filing Information

Document Number	P92000001040
FEI/EIN Number	65-0405101
Date Filed	10/30/1992
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	05/01/2016
Event Effective Date	NONE

Principal Address

9700 NW 79 AVE.
HIALEAH GARDENS, FL 33016

Changed: 02/21/2003

Mailing Address

9700 NW 79 AVE.
HIALEAH GARDENS, FL 33016

Changed: 02/21/2003

Registered Agent Name & Address

TRIAY, CALOS AESQUIRE
2301 NW 87 AVENUE
SUITE 501
DORAL, FL 33172

Name Changed: 09/19/1996

Address Changed: 03/17/2009

Officer/Director Detail

Name & Address

Title V

INFANTE, JOSE M
9700 NW 79 AVE.
HIALEAH GARDENS, FL 33016

Title P

INFANTE, CHRISTIAN H
9700 NW 79TH AVE.
HIALEAH GARDENS, FL 33016

4- Experience and Qualifications of Key Personnel

a. Key Personnel

Officers of the Company



Jose Infante, Agency Manager & Founder

Email: jinfante@sfmtservices.com

Mr. Infante is the licensed Agency Manager, Founder and Vice President of SFM Security, Inc. He holds over forty (40) years of experience in management and corporate security. Mr. Infante is qualified and experienced in all aspects of corporate security services and currently oversees the finances for the firm. He holds a class B license on behalf of SFM Security Services, Inc., MB license, class D security license. Mr. Infante is a Miami Dade College Alumni and has earned a portfolio of industry related certifications such as CPR, MOT and many more.



Christian Infante, President

Email: cinfante@sfmtservices.com

Mr. Infante, President of SFM Security has over twenty (20) years of experience in related management and corporate security services. Mr. Infante is directly involved in all contract negotiations and business development as well as all phases of SFM Security Service's projects. He is also in charge of all emergency/ disaster recovery operations. He holds a bachelor's degree in Business Administration from Florida International University (FIU), he is trained Homeland Security and trained in terrorism trends. Mr. Infante is a member of ASIS formally known as "American Society for Industrial Security". He holds a class B license on behalf of SFM Security Services, Inc., a class D security license and has earned a portfolio of industry related certifications such as CPR, Best Management Practices, and MOT.



Joe Pinon, Chief Operating Officer

Email: jpinon@sfmtservices.com

Mr. Pinon is a former director of Homeland Security for Miami Dade County and has (30) years of experience in Public Safety, Police, and Fire. He oversaw all security operations, which included Miami International Airport, smaller airports, and the Port of Miami.

Mr. Pinon has senior management experience in the public and private sector as an Assistant City Manager. As Assistant City Manager/Public Safety Director, he oversaw the Police, Fire, Emergency Management, Property Management, and Public Works Departments in both, the City of Miami Beach and the City of Miami.

Key Personnel



Alexander M. Carulo, Director of Security

Email: acarulo@sfmtservices.com

Mr. Carulo joined the SFM team in May of 2018 and is responsible for overseeing Security Operations. Alex has over 23 years of Law Enforcement experience including United States Marine Corps, State of Florida Department of Corrections and Miami Beach Police Department. Alex possesses strong management, leadership and organizational skills. With over 10 years on the Special Weapons and Tactics (SWAT) team Alex holds various certifications including: Emergency Management (FEMA); Incident Command System (ICS 100, 200, 300, 400, 700, 800) and Weapons of Mass Destruction (WMD) Tactical Commander from the Department of Homeland Security.



Pedro Reus, Security Account Manager

Email: preus@sfmtservices.com

Mr. Reus has been a member of the SFM Security team for over 1 year. He has a wealth of experience in the security industry. Currently, he serves as Security Project Manager and oversees day to day operations in SFM Security. Mr. Reus has also received numerous training in Anti-terrorism and Crowd control for special events. He serves as a key contact between clients and operations.



Marc Hurwitz, Consultant & Investigator

Email: mhurwitz@sfmtservices.com

Mr. Marc Hurwitz has served in the security and intelligence fields for over 15 years. From 1997, Mr. Hurwitz served as an aide to the Deputy National Security Advisor in The White House for three years. For the next eight years, Mr. Hurwitz served in various capacities for our nation's Intelligence Community, in the U.S. Department of State and the Central Intelligence Agency. During this time, Mr. Hurwitz received numerous awards for his part in the Global War on Terror, to include exemplary service in a war zone. Mr. Hurwitz holds a TS/SSBI Top Secret clearance, held by the U.S. Office of Personnel Management, for which he conducts security clearance investigations for in the South Florida area.



Diego Mella, Consultant & Investigator

Mr. Mella is a highly responsible executive leader, with 41 years of knowledge and experience in law enforcement and security in local communities and in national and international venues. Mr. Mella works very effectively with SFM Security to accomplish strategic goals and objectives. He is a leader in many fields such as Community Policing, Emergency Management Response Training, Executive Mentoring, Intelligence, and Emerging Police Tactics and Investigations.



Lazaro Diaz, Corporate Controller

Email: ldiaz@sfmtservices.com

Mr. Diaz is a licensed Certified Public Accountant with 14 years of business and accounting experience. He began his career with Deloitte & Touche, LLP, a global professional services firm, where he served as the practice manager for the health and life sciences industry group. Mr. Diaz is directly responsible for all accounting and finance functions inclusive of revenue cycle management, cost accounting, treasury, and financial reporting.



Sandy Lopez, Director of Human Resources

Email: slopez@sfmtservices.com

Ms. Lopez oversees all aspects concerning Human Resources. Employees with any work-related issues or accident reports meet with Sandy routinely. Some of her duties include: Employee Drug Testing, Employee Criminal Background Checks, Social Security Verification, Payroll Compliance, led the implementation of Universal Health Care Coverage Law.



Alirio Alcala, Fleet Manager

Email: alcala@sfmtservices.com

Mr. Alcala plans, directs, and coordinates the operation of SFM's patrol car fleet and equipment. He also oversees the preventative maintenance program for equipment, vehicles, and golf carts.

b. Licenses

ASIS Membership

American Society for Industrial Security



Certificate of Membership

This Certificate welcomes

Jose M. Infante

*As a Member in this Society, pledged to maintain inviolate
the Integrity and Trust of the Security Profession.*

January 1998

Alfred A. Scari
PRESIDENT

Bruce S. Pien
SECRETARY



Name: **Christian Infante**
Chapter: **Fort Lauderdale**
Member No: **18696674**
Expires: **12/31/2018**

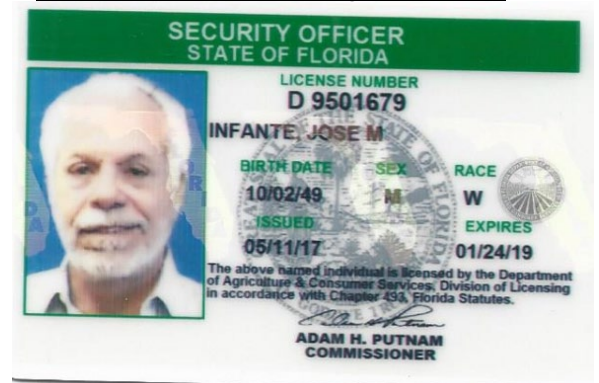
Peter J. O'Neil
Peter J. O'Neil, CAE
Chief Executive Officer

Class "D" Security license

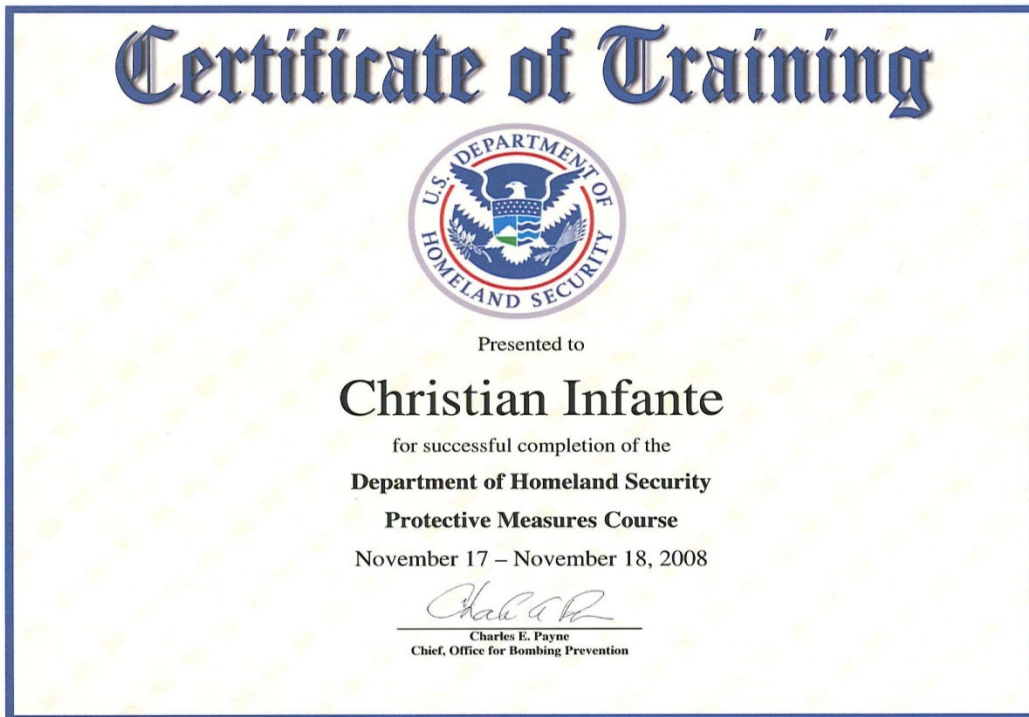
Agency Manager License



Class "D" Security license



Homeland Security



Maintenance of Traffic



c. Resumes

Alex Carulo
Director of Security
acarulo@sfmtservices.com

Education

2015 Bachelor of Arts in Public Administration
Florida International University, Miami, FL

2010 Associate of Arts in Criminal Justice
Broward College, Pembroke Pines, FL

Experience

SFM Services – Hialeah Gardens, FL
Director of Security, 2018 to Current

AKIMA – Miami, FL
Security Aviation Officer, 2017 to 2018

Feick Security – Miami, FL
Site Manager, 2016 to 2017

Miami Beach Police Department – Miami Beach, FL
Criminal Investigation Unit Captain, 2013 to 2015; **Patrol Captain**, 2013; **Police Lieutenant**, 2007 to 2013; **Criminal Investigation Lieutenant**, 2009-2011; **Training Lieutenant**, 2011-2013; **Sergeant**, 2003 to 2007; **SWAT Team Leader**, 2003 to 2007; **Academy Training Advisor**, 2006; **Bicycle Unit Sergeant**, 2003 to 2005; **Motorcycle Squad Sergeant**, 2005 to 2007

Additional Skills

Sergeant, 2003 to 2007; SWAT Team Leader
Sergeant, 2003 to 2007; Academy Training
Advisor, 2006; Bicycle Unit Sergeant, 2003 to
2005; Motorcycle Squad Sergeant, 2005 to 2007

Incident Command Systems (ICS) 100 thru 800 Certification

Christian Infante
President
cinfante@sfmtservices.com

Education

1992 to 1996	Christopher Columbus High school
1997 to 2002	Florida International University Bachelor's degree in Marketing
2006	University of Florida Certificate Course in Horticulture
2008	ISA Certified Arborist

Experience

1998 to Present	SFM Security Services, Inc. Oversee all aspects of security operations Implemented security assessment recommendations New account start ups Directly involved in all phases of disaster recovery projects Maintain business relations with clients Sales and Marketing Contract negotiations and business development
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Additional Skills

Trained in Homeland Security
Trained in terrorism trends
Certified Arborist with ISA
Fluent in English and Spanish
Computer literate: Microsoft Word, Excel, PowerPoint, ACT
Effective Management, Communication, and Leadership
skills, C.P.R. Certified

**Volunteer
Activities**

Board of Directors of Jose Peres ALS Recovery Golf Classic
Trustee Member, Greater Miami Chamber of Commerce
Member of Business Network International
Board of Directors for Miami House for the Blind

Joe Pinon
Chief Operating Officer
jpinon@sfmtservices.com

Education

1975	Herbert H. Lehman College B.A. Biology
1990	University of Miami Public Administration
1994	Florida International University Executive Management Program

Experience

2012 to present	SFM Services, Inc.
2007 to 2012	Inquest Security Intelligence
2003 to 2004	Miami River Port Committee
2003	Director of Homeland Security for Miami-Dade County
1992 to 1998	Assistant City Manager for Miami Beach
1977 to 1990	Police Officer for City of Miami Beach

Training

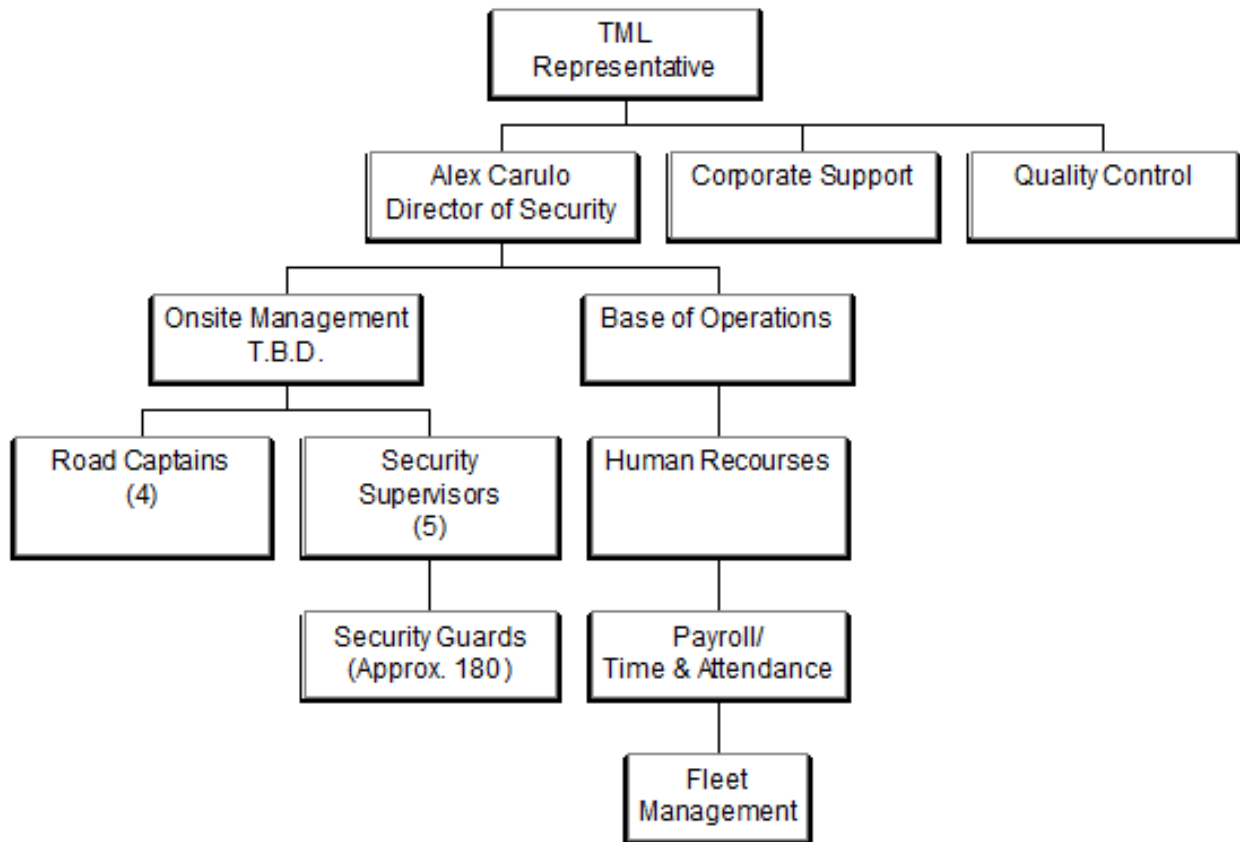
Certified instructor in Biohazardous Pathogens & Terminal Cleaning
Crisis Management Training- FBI Academy
Maritime Security Instructor
Certified Instructor State of Florida
Homicide Investigation
Intelligence Gathering
Special Weapons & Tactics, Explosives & Ordinance Detection

5- Service Approach

a. Staffing Plan



Proposed Organizational Chart



b. Technical Operating Plan

SFM Security Services will adhere to the standard operating procedures for special taxing districts. This plan will become part of our transition plan and all trainings.

Security Guard Conduct

1. Security guards must remember that their performance, appearance, and general conduct are a reflection of the Town of Miami Lakes, and should therefore, conduct themselves and their appearance accordingly.



2. Security guards must remain courteous in all interactions with residents or visitors.

Reporting, Punctuality, and Duties

1. Security guards must ensure the guard gate is in good operating condition and the phone in the guard house is working at the start of each shift. Issues with either the guard gate or the phone should be reported immediately to the site supervisor and the Town.

2. Security guards must maintain the visitor log ready with the proper date listed and in the format provided by the Town. Visitor logs are to include the date, time, license plate number, and all pertinent information for each vehicle that enters the special taxing district as a visitor through the guard gate. The Town may request the visitor log for inspection at any time.

3. Security guards are to remain attentive at all times to monitor the entry and exit of all vehicles through the guard gate. Monitor the entry and exit of all cars.

4. The guardhouse must be staffed with at least one security guard at all times. Guards must be on-time and ready to assume their duties for their respective shifts.

5. If a guard observes any suspicious activity, it must be reported immediately to the site supervisor, Town, and police as applicable.

6. Guards are to have their badge on their person at all times during their shift. Guards without their badge will be deemed not ready to assume their duties for purposes of these procedures. If a guard encounters a person or other reported guard without their badge, the encounter should be immediately reported to the site supervisor and the Town. Arrangements may be made for a replacement guard should the site supervisor or the Town deem it appropriate.

Admission and Exit from Guard Gates

1. Guards must monitor each vehicle that enters the special taxing district through the guard gate.

2. Guards must write the license plate number and all pertinent information for each vehicle that enters as a visitor into the visitor log and open the gate for them.
3. Guards must manually operate the gate at all hours and may not leave the gate arm open for unrestricted entry or exit.
4. If a resident claims that he/she has lost their car sticker, guards should allow the vehicle to enter, but take down the information as though the resident were a visitor. Guards should then direct the resident to contact the Town of Miami Lakes for a replacement sticker.

Shift Change

1. Guards must remain at their post and perform their duties until the next scheduled guard, or replacement, arrives. Incoming guards should provide their expected time of arrival to the guard on-duty within fifteen (15) minutes prior to shift change.
2. The guardhouse must never be left unattended. In case of a personal emergency, guards must contact the site supervisor, who will in turn notify the Town, to arrange a replacement guard.

Emergency

1. Guards that identify suspicious activity must immediately report the activity to the Police Department. Guards are to observe and report and should not engage suspicious individuals.
2. In case of Emergency, guards should call 911.

Contact Information

1. The Town of Miami Lakes:
 - a. Main – 305-364-6100 x 1134
2. The Police Department:
 - a. Sergeant Cell Phone - 305-525-6678
 - b. Non-emergencies – 305-4POLICE (305-476-5423)
 - c. Emergencies – 911
3. Site supervisor:
 - a. Contractor - TBD
 - i. Office – TBD
 - ii. Cell – TBD

Contract-Level and Task Order Management

SFM Security analyzed the RFP and created a management approach and a team of officers with specific subject matter expertise and management skills to collaboratively accomplish the Scope of Work (SOW) in an efficient manner. We identified the Team's key leaders and elected the management systems and tools required to achieve maximum performance.

Our resultant Task Order Management Plan and Associated Management Plan delineates our approach for:

1. Delivering and continuously improving an effective security force
2. Applying effective security initiatives and procedures to meet desired needs
3. Expeditiously responding to immediate and critical requirements, and
4. Providing a capability and capacity for additional services should they be required under the same contract agreement.

Along with the tasks/deliverables listed in the RFP, SFM has an extensive list of deliverables and added value for the life of this contract. Below are just a few highpoints for your consideration:

- SFM will Provide Quality Control and Performance Inspections on a regular basis provided by Field Captains/Supervisors to ensure compliance with our high standards of security protocols.
- SFM will Provide consulting services to our clients to determine special needs for additional technological, investigative, and/or management & security training needs.
- SFM will Provide the latest technology in surveillance equipment and detections methods to enhance our capabilities as a highly effective and prominent security service organization.
- SFM will conduct safety training to all employees prior to beginning their assignment.
- "Active Shooter" Training provided for TML staff.
- Web based incident reporting and tracking.
- SFM will perform a detailed threat assessment for each district at no cost to TML.
- Web-based tracking system will be installed in every location.
- GPS tracking in all patrol vehicles.
- Work closely with local Police Departments.
- Web-Based License Plate Reader (available)

Service Levels

Our first measure utilized in order to evaluate an employee's performance is the first line supervisor who interacts with the employee on a daily basis and is familiar with his/her job responsibilities. Supervisors conduct daily visits with the employee. Supervisors must complete an Employee Evaluation form twice a year which allows us to provide positive feedback as well as identifying areas for improvement. An employee can discuss and even create a developmental (training) plan with the supervisor so he/she can improve his/her skills.

Second, we utilized a web base program (SilverTrac) which allows us to pull detailed summary reports demonstrating everything our personnel did to contribute value, from handling routine tasks to critical incidents. This software affords us the ability to;

1. Establish client expectations.

For a patrol to be effective, it's necessary for all client expectations to be communicated clearly all the way down the chain. The manager, supervisor, and officers all have to know what the client expects to happen each time an officer arrives on site. Some clients might just be looking for officers to be visible so they can act as a deterrent. In other situations, the officer might need to arrive at a specific time to lock up a building or inspect some equipment. Understanding the details of each stop on the patrol will make it easier to build an efficient route that gives officers enough time to accomplish all of their duties at each property.

2. Plan and optimize the route.

Patrol priorities can be determined to include which stops on the route are time-sensitive and which are more flexible, time limits can be adjusted to the client's expectations.

SFM Security will conduct an assessment of the property in order to identify areas of vulnerability. The objective of the assessment would be to identify deficiencies with the points of entries, exits and general layout which could impact the overall security and safety of students, staff and visitors. The goal will be to develop recommendations for improvements that would inform decisions on resource allocation in an attempt to reduce those risks and enhance organizational resilience through countermeasures and mitigation strategies.

We understand that we cannot guarantee that the Town's property or the surrounding areas will be crime free. Rather we can minimize the potential for incidents by providing a "roadmap" for enhancing the effectiveness of security resources. However, we believe that physical security is only one component of the Town's total security system.

Additional components of an overall security strategy must include the application of existing policies, procedures and processes, the selection recruitment and retention of security staff, proper staff supervision, training and participation, communication and collaboration with the administration and other stakeholder to include law enforcement.

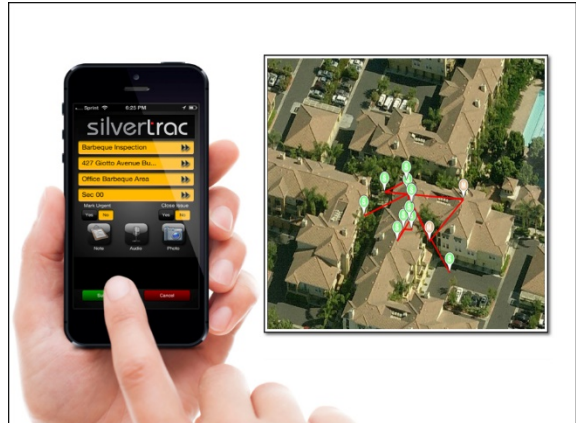
All areas which fall under the purview of security will be analyzed and reviewed prior to any changes, with the sole purpose of providing a safe and secure environment for all of those residing and visiting the Town's Special Taxing Districts. Our goal will be to minimize cost when and where all possible without compromising the safety and security of the Town.

SilverTrac Security Technology and Officer Tracking

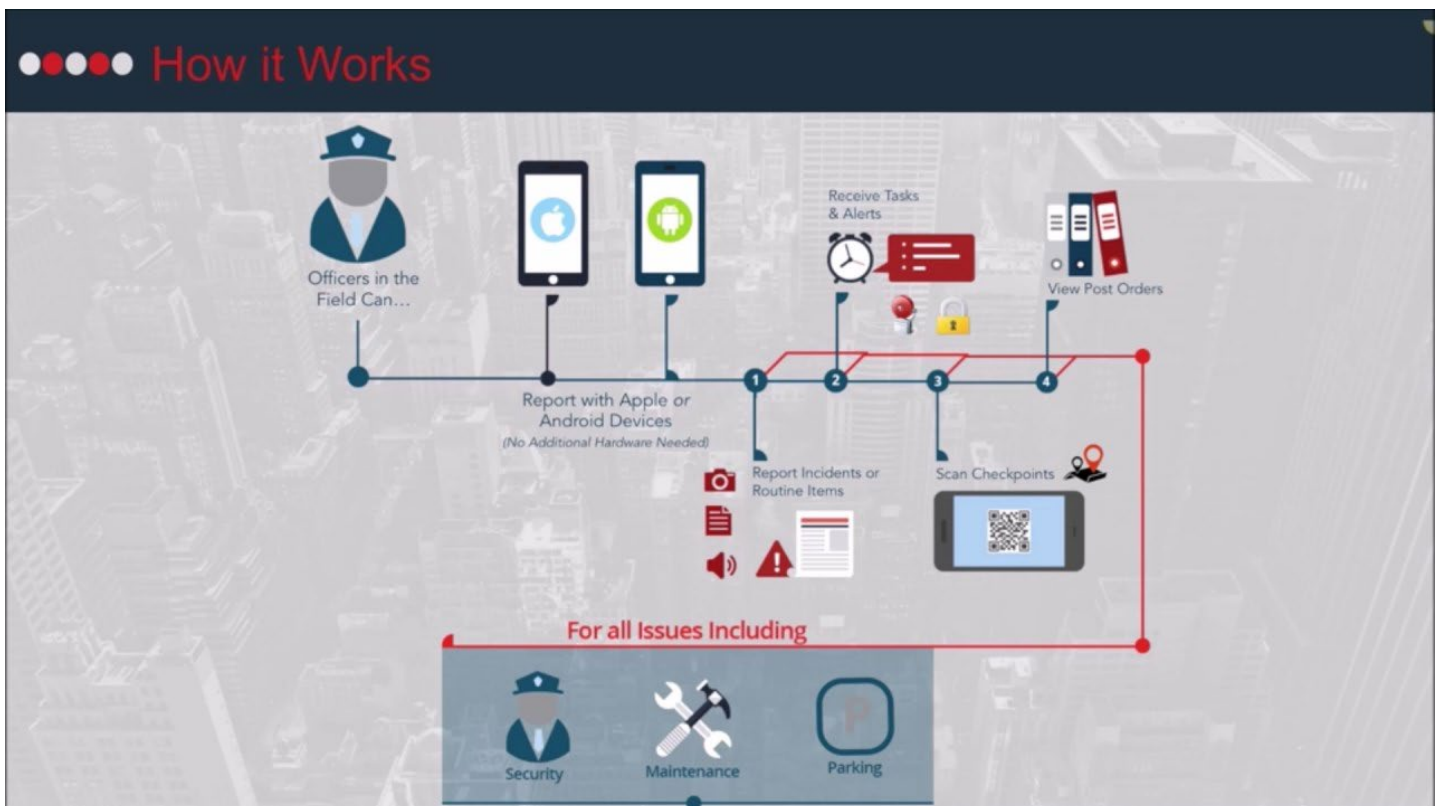
SFM Security Officers utilize SilverTrac Software which is a web-based application that includes real-time incident reporting which allows officers to receive and respond to security issues, tasks and events in real-time by using a smart phone or tablet.

SFM Security Officers in the field report incidents, receive tasks and alerts, and scan checkpoints all from their mobile devices.

SFM Security Officers scan QR codes which automatically populate all of the applicable reports and provide the added assurance of accountability. In addition, we have the capability to add specific instructions for each QR code, which would provide the security officer with detailed instructions for that location.



All reported issues are time-stamped and assigned an issue ID number. The smart phones and tablets allow SFM Security Officers to create time-stamped photographs and record audio files that are automatically attached to the reported issue in real-time.



SilverTrac Software provides us with detailed reports including:

- Daily Activity Reports
- Incident Reports
- Summary Report

Along with trending information which would allow us to anticipate, prevent and respond more effectively to future events.

Below is a sample report.



Security Report

SFM Security Services Inc

#272030594

Issue Type	Issue Timeline
Information	Created Fri 01/25/19 02:47 AM AZAMORA300
Status	Assigned To Fri 01/25/19 02:47 AM AZAMORA300
Closed	Acknowledged Fri 01/25/19 02:47 AM AZAMORA300
Property	Arrived At Fri 01/25/19 02:47 AM AZAMORA300
SFM SUPERVISOR LOG	Closed Fri 01/25/19 03:30 AM AZAMORA300
Miami, FL	
Location	
St Brendan Elementar...	
Reported By	

Notes

Fri 1/25/2019 3:29 AM - AZAMORA300

At 22:19 Officer Angel Perez called me from St. Brendan Elementary located at 8755 SW 32 St. (Post 5) and advised me that a company by the name of Event Party were dropping off a ladder in the playground. I did not receive an e-mail from our SFM office informing me of any scheduled events.

At 22:21 a courtesy call was placed to Sup-Jorge to see if an e-mail was sent to him regarding this matter, he informed me that he had not been notified or received an email from the staff at St. Brendan.

At 22:22 a courtesy call was place to Father Miguel Sepulveda to inquire if he was aware of any scheduled events where a company was required to drop off equipment at the school. He informed me that there were no scheduled events and that no equipment is to be dropped off.

At 22:23 a call was placed to Officer Angel, he was instructed to inform the individuals from Event Party that they are not authorized to drop off any equipment and must exit the property.

At 22:41 as Officer Angel was conducting his tours, he observed a gentlemen opening the gate by the playground. Officer Angel approached the gentlemen and was asked to identify himself by producing an ID. The gentleman was identified as (Miguel R Vina Perez Florida license # V516-556-62-332-0).

No other incidents to report during officer's tour of duty.
(Revised)

Mon 1/28/2019 8:41 AM - BOPERATION

Email To: securitybase@sfmtservices.com
Email From: sfmtsupervisors@gmail.com
Email Subject: SFM SUPERVISOR LOG - (S) Information
Email Body:
Attaching Issue with Email

Additional Details

Assigned By AZAMORA300

Reported Address

Reported Unit

Problem Address

Problem Unit

Patrol Vehicle Tracking



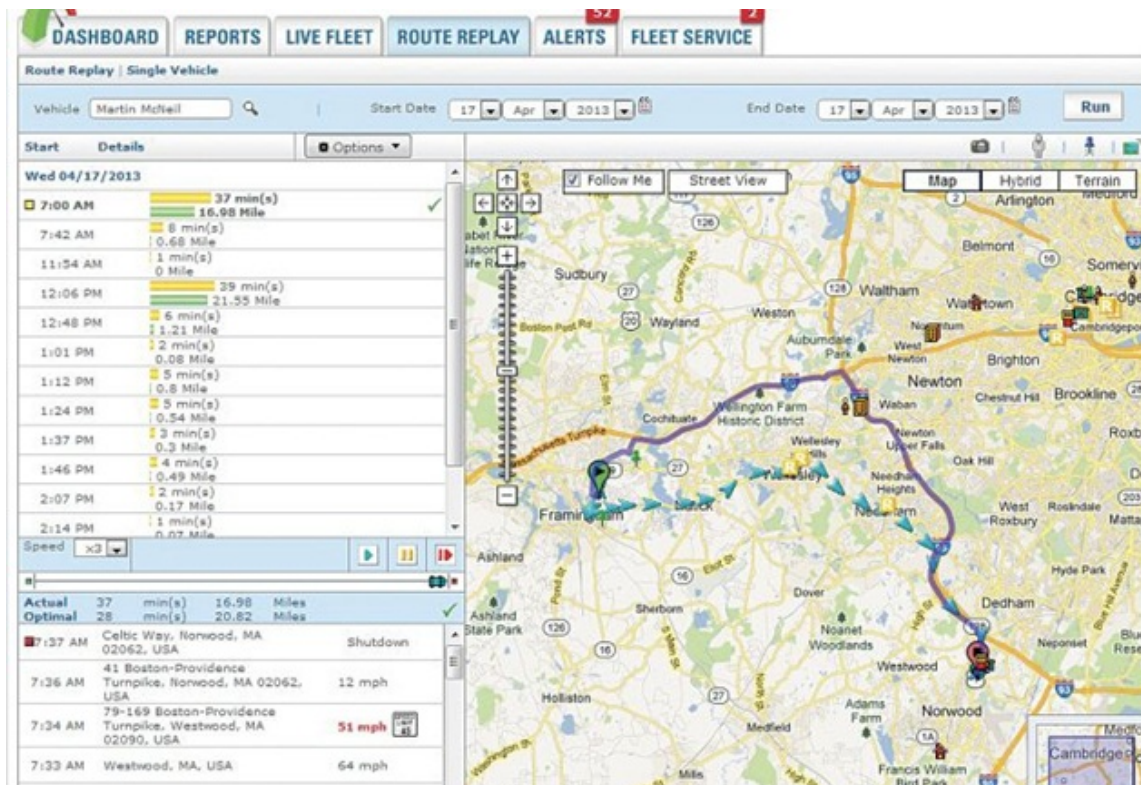
Advances in GPS in smaller proximity now allow for a live screen shot of resource location for efficient dispatch.

All SFM Security patrol vehicles are equipped with “Fleetmatics” GPS tracking system. This allows management and the command center to:

- Dispatch an SFM captain closest to the client incident
- Keep a digital history of how many times a captain /security officer has visited a post
- Keep a digital history of the time spent at each location
- Provides real time location
- Monitor safe speeds
- Correct unsafe habits
-

“Fleetmatics” to reinforce proper driving habits. “Fleetmatics” generates several alerts which are then populated into a report for the following:

- Idling
- Harsh Braking
- Harsh Driving
- Speeding



“Sample” of GPS alerts

HARSH DRIVING ALERT: Harsh Driving Security

Ronald Allen had a moderate hard braking event at 02/15/2019 9:22 AM (UTC-05:00) Eastern Time (US & Canada)

ALERT DETAILS

Location:

385 W 44th St, Hialeah, FL
33012, USA

[View on Google Maps](#)

Alert Time:

02/15/2019 9:22 AM (UTC-05:00)
Eastern Time (US & Canada)

Alert Value:

moderate hard braking event

DRIVER DETAILS

Driver Name:

Ronald Allen #SEC Ronald Allen

Vehicle Name:

SEC 256 #002560

Driver Email:

Driver Phone:

Alert Policy Owner: Alirio Alcala(aalcala@sfmtservices.com)

Alert Type: [HARSH DRIVING ALERT](#)

Alert Threshold: all

Quality Assurance Plan

SFM Security's Quality Assurance Plan is a key ingredient to its success. It ensures that all contract requirements are met post orders are being followed. SFM Security constantly strives to improve its service by:

- Supervisors perform unannounced inspections
- Management meets with client periodically
- Quarterly surveys sent to client



Inspection System

Security Officer Supervisors will inspect each shift. Inspections will consist of the following checklist:

- PPE (Personal Protective Equipment)
- Screening Equipment Calibration
- Evaluation of Officers (Knowledge of post, alertness, etc.)
- Post Cleanliness
- Review of Log Reports
- Review of Incident Reports if any

Remediating Performance Deficiencies

The form SFM Security handles performance deficiencies are based on the severity of the deficiency. For example, abandoning post is automatic grounds for termination.

The following are procedures to ensure "Quality Assurance":

- SFM Security shall hire employees specifically for the post assignments pertaining to the job description. Only trained and highly efficient personnel with proven backgrounds and experience shall be assigned to any post
- SFM Security assures the contractor that no substitutions will take place in violation of the above stipulation
- All personnel receive training from highly respected training organizations and/or highly qualified internal security training staff
- Personnel are trained in accordance with established post requirements
- Personnel are evaluated periodically to ensure their efficacy and post assignments

- SFM Security adheres to a strict policy of zero tolerance for drugs, alcohol and smoking in the workplace
- SFM Security provides each employee with an Employee Handbook that outlines procedures for handling and responding to complaints from the public, vendors, and other personnel
- SFM Security adheres to a non-discrimination policy in accordance with Miami Dade County regulations and ordinances
- SFM Security employs a zero tolerance for the use of unauthorized force or the use of any weapon while on duty, unless duly authorized
- SFM Security has a very open and professional personal development process in order to keep the most highly motivated employees in a high level of readiness and increased leadership potential
- Supervisors are trained in post requirements
- Supervisors have experience in supervision
- Supervisors conduct frequent unannounced inspections in order to maintain a high level of awareness
- Quality Assurance personnel also conduct inspections and report findings to superiors
- Security personnel are required to be tested periodically for drugs in accordance with the company's "Drug-Free Workplace Program".
- Security personnel undergo rigorous background checks to include fingerprinting, verification of past employment, verification of references, individual interviews, etc.
- Personnel are selected for key positions in the maritime field for their sharpness, motivation, and leadership qualities

c. Transition Plan

Client Name: Town of Miami Lakes

Start Date: T.B.D.

Transition Lead: Alex Carulo

Purpose:

In order to achieve a seamless transition, SFM implements a Transition Plan customized to The Town's Task/ Deliverables, District needs. The purpose of this process is to ensure a seamless integration of SFM Services when replacing an existing service provider or in-house program. This plan supplies SFM operators with a step-by-step guide for transitioning.

Goals:

1. Deliver seamless transition that provides step-by-step instruction for SFM operations and assures the client of a problem free conversation from current or in-house provider to SFM.
2. Identify key resources for transition tasks.
3. Transition plan creates accountability for transition team members by reporting the completion of tasks to the client.
4. Create a base of communication between SFM and client.
5. On time job start and successful service implementation.

Locations:

Item	STD Name	# of Guardhouses	Address
1	Miami Lakes Section 1	1	8281 Balgowan Road, Miami Lakes, FL 33014
2	Miami Lakes Loch Lomond	1	15711 Turnberry Drive, Miami Lakes, FL 33014
3	Royal Oaks Section 1	2	8206 NW 162 nd Street & 8211 NW 168 th Street, Miami Lakes, FL 33014
4	Royal Oaks East	2	16111 NW 79 th Avenue & 8111 NW 167 th Terrace, Miami Lakes, FL 33014

I. Mobilize SFM Transition Task Force

Identify your transition team members and roles:

Alex Carulo (Transition Lead), Operations Manager

Transitions Responsibilities: Hiring Process, supply orders, & site orientation.

Phone: 305.747.6292 Email: ACarulo@sfmtservices.com

Joe Pinon (Transition 2nd Lead), C.O.O.

Transitions Responsibilities: Offsite training, employee safety & training, program implementation.

Phone: 786.547.6704 Email: JPinon@sfmtservices.com

Christian Infante, President

Transitions Responsibilities: Contract negotiations, expectations meeting, customer satisfaction.

Phone: 305.525.9442 Email: CInfante@sfmtservices.com

Sandy Lopez, Human Resources

Transitions Responsibilities: Employee background checks, drug testing & employee safety.

Ph: 305.818.2424 ext. 14 Email: SLopez@sfmtservices.com

II. Expectations Meeting

The Process:

As standard transition protocol, SFM will set up an expectation meeting between SFM Operations and Town's designees to establish all parties' goals and expectations for the first 90-days of services. The purpose of this meeting is to:

- Define communication channels (Who do I call for.....?)
- Establish invoicing structure
- Identify individual roles and responsibilities
- Identify specific needs and requirements
- Identify uniform requirements
- Establish standardized inspection report
- Cultural integration

III. Employee Screening & Hiring

The Process:

Step 1: Utilize network of SFM's 750 employees in local market. Place advertisements in local paper if necessary.

Step 2: Identify project supervisor candidates and perform 2 Panel Interview Process.

- Alex Carulo
- Joe Pinon
- Christian Infante

Step 3: Hire supervision

Step 4: Employee application review and job orientation

Step 5: Criminal background check and Drug screening

Step 6: Make offer of employment to all new hires and I-9 verification

IV. Order Equipment & Supplies

Resources:

- Smart phones & Officer Reporting Software
- Uniform vendors

The Process:

Step 1: Submit order for capital equipment

Step 2: Submit misc. supply orders

SFM Provided Materials/Equipment

- Uniforms
- Safety equipment
- Flash lights
- Rain gear
- First Aid Kits
- Digital cameras for documenting
- Cell phones
- Forms

V. Employee Training

The Process:

Step 1: Joe Pinon, C.O.O. Provide the following training task to hourly personnel:

- Threat definition, identification, & assessment techniques
- Terrorism trends
- Access control & Perimeter security

- Emergency response procedures
- Proper communication & documentation techniques

Step 2: Sandy Lopez, Human Resources. Provide the following training task:

- Sexual harassment training
- Termination considerations (SFM captains only)
- New hire orientation for captains & project management

Step 3: Alex Carulo, Contract Manager. Provide the following training tasks:

- Site orientation
- Detecting suspicious persons & packages
- Familiarize with local directions
- Security checklists

VI. Invoicing

The Resources:

Grace Pina, Accounts Receivable & Billing Coordinator

Ph: 305.818.2424 ext. 33 Email: arsecurity@sfmtservices.com

The Process:

Step 1: Set up executed contract and set up billing. Communicate invoicing format needs established at expectations meeting.

VII. On Site Orientation

The Process:

Step 1: Detail tour of buildings & garages

Step 2: Manager – Create zone maps for Tracking System check points

Step 3: Identify emergency exits

Step 4: Issue proper identification and access for supervisory team personnel

VIII. Set Up Web-based Security Management Scanning System



IX. Service Start Up

Step 1: Roll out on T.B.D.

Step 2: Identify specific start up day tasks

Alex Carulo, Manager

- Project management support
- Ensure proper staffing levels
- Supervise assigned locations

Contract Manager

- Supervise Officers

X. Follow Up Meetings

The Process:

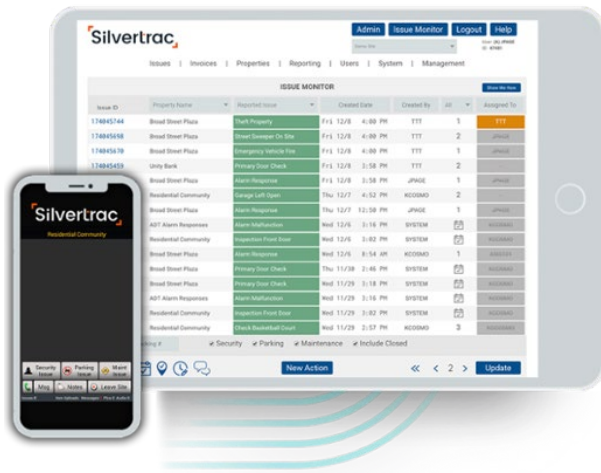
Step 1: Review the client's satisfaction with the transition process

Step 2: Identify areas of improvement

Step 3: Make necessary staffing adjustments

Step 4: Coordinate Kick-Off date

Equipment List



iPad for:

- ✓ Documentation
- ✓ Photograph hazardous conditions
- ✓ Assist visitors with directions
- ✓ Log In Vehicles



Smart Phones

- ✓ Used by Officers
- ✓ Provides documentation
- ✓ Used to track officer tours
- ✓ Web-based software
- ✓ Instant communication with client
- ✓ Communication between Officers, Field Supervisors and TML



Bike, & Vehicle Patrol

- ✓ Can be used for roving Officers
- ✓ Cover more territory in shorter time.



Miscellaneous Equipment:

- ✓ First aid kits, flashlights, rain coats, etc.
- ✓ POV Cameras (available)
- ✓ Marked Patrol Cars

(ADDED VALUE) License Plate Recognition (LPR)

A LPR web-based system can be installed at each taxing district location for approximately \$80 per month per location.

- Additional information is available upon request.



- ✓ A non-intrusive way to provide security for your community.
- ✓ Plates can be stored for extended periods of time and can be pulled back up to reference later usage.
- ✓ Help capture license plate information to help keep your communities safe.



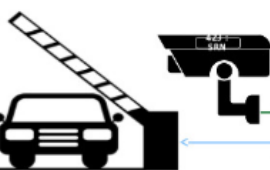
Hi Rise buildings



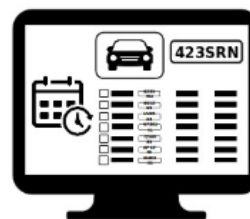
Home Driveway



Housing Society



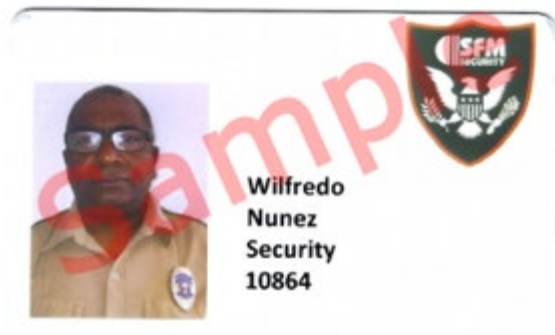
Open/close signal



Officer Uniforms:



- ✓ SFM Security provides uniforms that are easily identifiable & professional.
- ✓ The SFM Security logo is stitched on the left shoulder and the American flag is stitched on the right shoulder.
- ✓ Three sets are issued to each officer.
- ✓ By request, we can provide uniforms tailored to represent the client logo if requested.
- ✓ Identification is always visible



Officer ID's serve 2 purposes:

- ✓ To clearly identify SFM Security officers
- ✓ To track each employee's time as a time card swipe system

d. Training Methodology

After realizing the lack of quality in training security schools where offering, SFM Security Services, Inc. decided to establish its own licensing school. This was also a chance for SFM Security to promote from within and give the opportunity to an employee to get licensed as a "Security Officer Instructor". SFM Security and Mr. Sergio Escobar (employed with SFM Security since 1995) are licensed by the State of Florida as a "Florida Guard Training School", and a "Florida Training Facility".



The TML Special Taxing Districts training program would have a strong emphasis on delivering "Excellent Customer Service."

SFM Training Courses or lectures taught by Joseph R. Pinon, Certified Instructor in the State of Florida and graduate of the FBI Academy, Miami Dade Police Academy, Northwestern University Institute of Accident Prevention, Miami University School of Continuing Studies in Human Resources Management, OSHA Certified Instructor and Florida International University Institute of Government Executive Development Program.

Security Officer Training Subjects (2-Day Training):

Step 1:

Provide the following training to Security Officers:

- Excellent Customer Service (1/2 to 1 hour)
- Fire Prevention and handling Fire extinguishers (1 hr)
- Sexual Harassment in the work place (1 hr)
- Preventing a Hostile Work Environment (1 hr)
- Active Shooter training (3 hrs)
- CPR and First Aid
- Establishing a Drug Free Workplace Program (1 hr)
- Security protocols for Educational Institutions (2 hrs)
- Defensive Driving & accident Prevention (1.5 hr)
- Risk Management & Accident loss/prevention (1 hr)
- OSHA requirements for the work place (1 hr)
- Preventing contagious diseases in the workplace (1 hr)
- Equal Employment procedures and legal requirements (1 hr)
- Discrimination in the workplace (1 hr)
- International Terrorism & American Interests (1 hr)
- Area Orientation
- Understanding local Panhandling & Homeless Ordinances
- Documentation of Safety Hazardous Conditions & Vandalism
- Familiarize with Local Directions
- Proper Safe Walk Procedures
- Addressing Illegal vending

- Prevention, Detection, Response Procedures

Step 2

Threat definition, identification and assessment techniques

- What is a threat?
- What are potential targets within a facility?
- Discuss criminal intent and physical vulnerabilities
- Changing attitudes and awareness techniques
- What are Anti-theft techniques in the workplace?

Facility Security

- Threat assessment and crisis management
- Access control and perimeter security
- Security checklists

Emergency Response Procedures

- Detecting suspicious persons & packages
- Preserving scenes for Public Safety-first responders
- Initial actions and reporting procedures per SOP
- Alternative actions per SOP
- Proper communication techniques

Step 3:

HR- Provide training on the following:

- Termination Policies/Procedures
- New hire orientation
- Safety training

Step 4:

HR- Provide training on the following:

- Customer service
- Sexual harassment
- Progressive discipline
- Ethic training
- Drug free workplace



General Security Training

August 4, 2016

Training Agenda

1. Course Objectives
2. Chain of Command
 - a. General
 - b. Exceptions
3. What is Security?
 - a. Access control
 - b. Typical Security objectives
4. What are the factors that influence Security
 - a. Inner protections
 - b. Outside influence
 - c. Types of crimes associated with posts
5. What are the risks in security
 - a. Threats
 - b. Vulnerabilities
6. How to respond to Incidents
 - a. Appropriate Actions to use
 - b. Responding to the Public
 - c. Customer Service
 - d. Do's & Don'ts
 - e. Responding Role Play
7. Suspicious Activities
 - a. Vehicles
 - b. Persons
 - c. Acting in a Role Play
8. Post Responsibilities
9. Ethics
10. Identifying/documenting suspicious persons
 - a. Identifying faces
 - b. General description tips
 - c. Guns
11. Identifying/documenting suspicious cars
 - a. Tips for Identifying vehicles
 - b. Identifying and remembering car tags
12. Situational Exercises & Role Plays
 - a. 15 situations discussed based on actual events documented in the past

General Assessment of Vulnerabilities

I. ACCESS CONTROLS

- a. Entrances: _____
- b. Exits: _____
- c. Stairs: _____
- d. Elevators: _____
- e. Open doors: _____
- f. Secured areas: _____
- g. Open accessible restrooms: _____
- h. Delivery protocol: _____

II. PROPERTY LEVELS: _____

- a. Parking levels _____
- b. Accessible or restricted: _____
- c. Entry to the building or from outside _____

III. TENANTS

- a. At risk- high level targets: _____
- b. Not compromised- low risk targets: _____

IV. SECURITY MEASURES IN PLACE

- a. Video cameras _____
 - 1. Number _____
 - 2. Monitoring _____
 - 3. Recording storage time _____
 - 4. Motion sensed _____
- b. Number of guards: _____
- c. Shifts: _____
- d. Armed/unarmed: _____
- e. Uniformed/ plain clothes _____
- f. Weapons permitted _____
- g. Communication: _(Radio/phone) _____
- h. Trainings: _____

V. EVACUATION PLANS

- a. Posted (maps): _____
- b. Drills: _____
- c. Protocols: _____

VI. ALARM SYSTEM

- a. In offices: _____
- b. In hallways: _____
- c. In lobby: _____

VII. Communication within the property to tenants

- a. Radio _____
- b. Phone _____
- c. Other _____

Accident / Incident Investigation Training

By

Joseph R. Pinon

December 16, 2016

1. OSHA Safety Tips
2. OSHA Mission
 - a. Employer Responsibilities
 - b. Employee Responsibilities
 - c. Fire Protection
 - d. Electrical Safety
 - e. First Aid
 - f. Hazardous Substances
 - g. Blood Borne Pathogens
3. SFM Safety Policy
4. Fleet Management Policy
5. DFWP as Accident Prevention
6. Accidents v. Incidents
 - a. SFM Accident review for 2016
 - b. Vehicle Accidents for 2016
 - c. Reporting Procedures
 - d. Situational Exercise #1 (writing the report)
 - e. Common types of incidents
 - f. Action steps
 - g. Situational Exercise #2 (writing a report)
7. Record Keeping
8. Questions?

Active Shooters In A University or Closed Environment



Part I

By: Joe Pinon

(Former director of Homeland Security and U.S. State Department Counter Terrorism consultant)

Historical Background (Knowing the attackers and his methods) – (30 minutes)

- Attacks on Universities (why be concerned?)
- Weapons and tactics used (can you survive an attack?)
- Profile of attackers (who are they?)
- Targets/ motivation/ end game (purpose and why?)
- Terrorists vs active shooters
- Discussion

Prevention Steps- ----- (30 minutes)

- How do you prepare for an attack? (individually/as an organization)
- What are your vulnerabilities?
- How do you secure vulnerabilities?
- Critical Do's and Don'ts
- Knowing your surroundings and being prepared tips
- Discussion

Break----- (10 minutes)

Situational Exercise #1- Response to an Attack----- (15 minutes)

Proper Techniques in Identifying Suspicious Activities ----- (30 minutes)

- Indicators of suspicious activity
- Physical descriptions (what do police need from you?)
- Assessing Personal demeanor and actions (how can you survive tactics)
- Suspicious packages (what makes it suspicious?)
- Suspicious vehicles
- Reporting Procedures (who, what, when, how,)
- Discussion

Situational Exercise #2- Defending an Attack----- (15 minutes)

Consequence Management ----- (30 minutes)

- a. Managing consequences of an active shooter event
- b. Internal procedure review- (are you and your organization ready?)
- c. Dealing with the media responsibilities in the event of an incident
- d. Duty assignments to respond to a chaotic environment in progress
- e. Notifications and documentation
- f. Final discussion

Part II (practical Exercise)

Part II consists of an actual drill and operational response to measure the following:

1. How do you prepare for an attack?
 - a. Drill involving an active shooter
2. How do you identify suspicious persons?
3. How do you identify suspicious packages?
 - a. Drill involving suspicious packages
4. Individual defensive tactics & responding to an attack
 - a. Drill involving an attack
5. Continuity of operations plan
 - a. Responsibilities assigned
 - b. Evacuation techniques and prepared plan of action

-----END-----

SFM Disaster Preparedness & Emergency Operations

SFM Security has a comprehensive Emergency Plan to deal with catastrophic events as part of its operational procedures. The Company's emergency Plans are described as follows:

PLANS

The following are Plans in place by SFM Security

- Emergency Operations Plan
- Disaster Preparedness Plan
- Continuity of Operations Plan (COOP)



Hurricane Preparedness Plan

The Hurricane Preparedness Plan is designed to initiate procedures that will enable SFM Security to organize its security workforce during times of potential catastrophic events related to hurricanes and tropical storms affecting the South Florida area. The plan covers the following:

- Site preparation for pending storm damage
- Standby procedures
- Reporting procedures
- Hours of work
- CERT training application
- Post-hurricane preparation and mitigation procedures
- Required emergency equipment, food and water supplies

Continuity of Operation Plan (COOP)

Purpose: A COOP is a plan that outlines steps for the operator in order to return to normalcy following a disaster.

The COOP incorporates the following:

- How will personnel be relieved?
- How will additional personnel be incorporated into the workforce
- Where will there be additional potential posts to maintain a heightened security state
- How will additional hours be compensated?
- How will personnel be kept informed and in communications
- Who will authorize additional personnel and where over the proposed budget to meet the needs of the event?
- Where will sharing of manpower needs be most critical for the efficient operation of the event?
- Where will food and water be stored for field distribution when needed?
- What training needs will be required in response to special needs?
- What hospitals will be used in the event of injuries and other medical needs?
- What arrangements are made to install new radio/phone communication and internet capabilities?
- How will personnel be transported when roads or bridges may be closed or have limited access?

Dealing with Critical Emergency Care

- First Aid techniques
- CPR techniques
- Identification of injuries and physical emergencies
- Notification procedures during medical emergencies
- Documentation of emergency incidents

Accident Prevention Plan

- Accident prevention techniques
- Notification procedures during accidents
- Documentation procedures of accidents
- Responding to accidents
- Hazard Identification Protocol

Fire Response Plan

- Identification of Extinguisher locations
- Proper use of extinguishers and fire hoses
- Proper use of evacuation techniques
- Proper use of alarm techniques to alert the public and/or employees during a fire incident
- Notification procedures during a fire incident
- Proper report documentation of events related to a fire
- Prevention of Fire techniques

Bomb Threat Procedures Plan

- Identification of suspicious packages
- Identification of suspicious persons and/or events
- Notification procedures during bomb threats
- Proper documentation of events related to bomb threats
- Evacuation procedures related to bomb threats



6- Recruitment Policy and Plan

a. Recruitment Policy and Plan

Human Recourses Program

For over 27 years now, SFM offers consistent work, keeping our pool of applicants full of local enthusiastic personalities. Using our regional employment recruitment strategies, SFM's experienced recruitment team will target local residents for employment opportunities thus fostering community involvement and development. SFM is known for its local employment opportunities throughout Miami-Dade County and **we are truly a Miami "Hometown" business** that can boast about giving back to the community more than any other vendor.

Having a well-trained and organized staff is crucial to security operations, and everyone who is on our team plays an intricate role in the successful operations of every project. At SFM, our expert Security Management Team and onboarding professionals prepare hundreds of qualified individuals to successfully carry out their tasks. SFM employees are trained uniformed, and fully equipped prior to their job assignment assuring effective performance as specified by our client.

In the past, human resources professionals focused primarily on administrative tasks such as finding qualified employees, matching them to appropriate jobs, and balancing the interests of the organization with the rights and needs of employees. Today, the roles of HR professionals have evolved to support an organization in reaching its strategic goals and improving business results, while cultivating talented and capable staff. Simply understanding human resources management terminology, concepts and principles just doesn't cut it today.

Our talented managers design and implement human resources management policies that support our organization's strategic plan for growth and "Brand" recognition. They serve to enhance our organization's ability to attract, motivate, develop and retain effective employees which is paramount to our client retention through quality service and growth through reputation.



1. AFFIRMATIVE ACTION PROGRAM

Our Team has instituted action programs to eliminate identified problem areas and to help achieve specific affirmative action goals.

2. EMPLOYEE RETENTION PROGRAM

We constantly monitor trends in compensation and benefits programs in efforts

to attract and retain talent and our greatest asset - our employees.

3. RISK MANAGEMENT PROGRAM

Nothing can destroy a business faster than legal actions resulting from the lack of documented training programs in the areas of safety, sexual harassment and discrimination. We have an in-house legal department and remain in strict compliance with employee rights, privacy and protection legislation

SFM Security uses several proven recruiting methods to hire personnel to meet the officer requirements. For example, the National Veterans Foundation and the Miami Dade County Veterans Affairs are contacted as well as other organizations that offer job placement assistance for federal law enforcement or correctional officers.



SFM's Hiring Format

Described below is a detailed plan for hiring, retaining, and training that identifies the methods for ensuring SFM's staff, including management personnel, are maintaining industry standards in training and best practices. SFM Services performs investigative background checks for all employees staffing our client's facilities. While performing investigative background checks which will include the following:



- ✓ Social Security Number Verification
- ✓ Criminal History Search (5 years)
- ✓ Employment Verification
- ✓ Violent Sexual Offender Registry Search
- ✓ DMV Records (5 years)
- ✓ Florida HRS Abuse Registry



SFM employees have an employee history file in duplicates. Our officer files contain federal level background checks, DMR records, FDACS Security D License and other relevant licensure, certifications including CPR, medical records, and all documented training and development to follow Federal Regulations.

Background Checks

As a standard practice, our Team will run a federal background check (nationwide check involving all states) on all of its new hires. Employees requiring access to federally-regulated secure areas will undergo individual background screening.

When it comes to assuming a client's staff or filling an open position for them, we are flexible. We have found that background research standards often vary by client choice.

Some clients are involved in specialized hiring program initiatives. In these situations, we first consult the client as to the depth of report desired (city, county, state or federal) and run reports upon mutual agreement with the client. We have utilized the same FCRA (Fair Credit Reporting Act) compliant provider for over 5 years and have and have had no incidents of incorrect or false information.

Assurance Personnel Availability

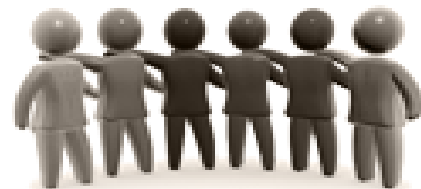
Some positions in this contract will be part time. This will allow us to have pool of back up officers on call that will already possesses the necessary training, and experience to carry out post orders. Several members of SFM's corporate management team will also be cross trained in all the levels of security officers.

Company Benefits

SFM Security encourages promotion from within its own forces. Staff is evaluated twice per year to explore the possibility of promotion.

- ✓ We provide higher compensation than most security companies.
- ✓ We offer our employees career growth opportunities in different service divisions (security, aviation, custodial, etc...).
- ✓ Specialized training programs are available at no cost to all employees wishing to advance.
- ✓ Performance based compensation is offered at management and supervisory levels.

Methods used to achieve employee retention:



- Offer Medical Plan
- Employee of the Month & Year
- Monetary Bonuses
- Certificates of Appreciation
- Initiatives for Self-Improvement
- Vacation Entitlements
- Raffle Drawings
- Employee Assistance Programs
- Employee Trainings

Time and Attendance

SFM Services integrated a time management software to monitor and control all aspects of employee time and attendance while reducing the cost of overtime, administrative labor, and clerical mistakes. Not only does this integration allow us to effectively manage our remote teams, it also insures we have the adequate staff available to carry out the daily operational tasks assigned within each zone.



Below is a list of tailored services available through our software.

Biometric Fingerprint Equipped Time Clocks

SFM Services uses biometric fingerprint equipped time clocks to make time fraud obsolete. Working in tandem with our cloud-based time and attendance system, the biometric fingerprint time clock systems give us real time visibility into our workforce.

Mobile Time Tracking App

SFM Services offers the on-the-go employees the option to clock in/out via a mobile time clock app. The app contains Geo-fencing and Geo-tracking, so that we can securely track our workforce. Mobile Punch captures the date, time and GPS location of each punch.

Telephone Time Tracking

In worksites where a traditional time clock is not an option, SFM Services allows telephone time tracking. In a nutshell, telephone time tracking allows employees to clock in and out via a landline. Employees simply call a toll-free number and follow the prompts. These punches are audited regularly, to ensure employees are punching into the assigned landline.

Real Time Alerts

Real time alerts are designed to ensure that our employees are in their designated worksites on time. A team of personnel, including the Supervisor and Manager, receive real time alerts when a scheduled employee forgets to punch in, punches in late, or fails to report to work. This scheduling technology assists us in responding immediately to no shows.

Tracking and accountability (PAYROLL)

SFM believes in complete transparency.

- Rows under processing will NOT contribute toward totals.
- Rate values will be refreshed on completion of processing.

Open Punch 0 (Open)

Emp. Count	Paygroup	Company Name	Employee	Job	Activity	Rate Type	Sun 7/26	Mon 7/27	Tue 7/28	Wed 7/29	Thu 7/30	Fri 7/31	Sat 8/1	Sun 8/2	Mon 8/3	Tue 8/4	Wed 8/5	Thu 8/6	Fri 8/7	Sat 8/8	Total Hours	Additional Hours	Other Pay
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Open Punch 1 (Awaiting Export)

Emp. Count	Paygroup	Company Name	Employee	Job	Activity	Rate Type	Sun 7/26	Mon 7/27	Tue 7/28	Wed 7/29	Thu 7/30	Fri 7/31	Sat 8/1	Sun 8/2	Mon 8/3	Tue 8/4	Wed 8/5	Thu 8/6	Fri 8/7	Sat 8/8	Total Hours	Additional Hours	Other Pay
1	Security	01782-SFM Security	BACHELOR, EDUARDO (10355)	1126-Florida National University	ST			8.00	8.00	8.00	8.00	8.00			8.00	8.00	8.00	8.00	8.00		80.00	0.00	\$0.00
2	Security	01782-SFM Security	CABRERA, ENRIQUE (10296)	1126-Florida National University	ST			6.50	6.50	6.50	6.50	6.50			6.50	6.50	6.75	6.50	6.50		65.25	0.00	\$0.00
3	Security	01782-SFM Security	DIEGUEZ, OTONIEL (10301)	1126-Florida National University	ST			2.00	2.00	2.00	2.00				2.00	2.00	2.00	2.00			16.00	0.00	\$0.00
4	Security	01782-SFM Security	HERRERA, MANUEL (10412)	1126-Florida National University	ST			8.50	8.00	8.25	7.25				8.00	8.00	8.00	8.25			64.25	0.00	\$0.00
			HERRERA, MANUEL (10412)	1126-Florida National University	OT						1.00										1.00	0.00	\$0.00
5	Security	01782-SFM Security	SPINELLI, GASTON (10425)	1126-Florida National University	ST			5.00	5.00	5.00	5.00				5.00	5.00	5.00	5.00	3.00		43.00	0.00	\$0.00
							30.00	29.50	29.75	29.75	14.50				29.50	29.50	29.75	29.75	14.50	3.00	269.50	0.00	\$0.00

Manager Note(s):

+ Click here to show

Add Ne

Reporting available, daily, weekly, bi-weekly or upon request

Drug Free Workplace Program

SFM is proud to participate in the National Drug Free Workplace Program. It is our desire to provide a drug free, healthy, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. While on our account premises and while conducting business-related activities off premises, no employee may use, possess, distribute, transfer, sell, or be under the influence of alcohol or illegal drugs to help ensure a safe and healthy working environment.



Much like seat belts with automobiles, Insurance companies have stringent requirements in the coverage they provide. Job applicants and employees may be asked to provide body substance samples (such as urine and/or blood) to determine the illicit or illegal use of drugs and alcohol at any time during their employment if there is just cause to do so.

All of our teams' employees are subject to post accident drug testing. An employee involved in a work-related injury is required to take a drug/alcohol test with their post-accident visit at any care provider.

SFM's Drug-Free Workplace Policy sends a clear message that alcohol and drug use in the workplace is prohibited.

Objectives/ Goals

- To reduce drug use in the workplace
- To increase productivity
- To improve efficiency
- To reduce accidents in the workplace
- To deliver better customer service
- To demonstrate a more professional attitude and standard of conduct
- Encourage employees who have alcohol and or substance abuse problems to voluntarily seek help



To achieve these goals, SFM Services conducts:

- Initial and periodic safety training sessions
- Drug Abuse Awareness pamphlets
- Random Drug Screening of existing employees
- Alcohol and Drug screening in the event of work-related accidents
- Complete drug Screening of all job candidates prior to start of assignments
- Formal and informal counseling by trained supervisors

7- Forms

a. Form AK – Anti-Kickback Affidavit

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE } 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 Town of Miami Lakes, its elected officials, and SFM Security Services, Inc. or its design consultants, 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.

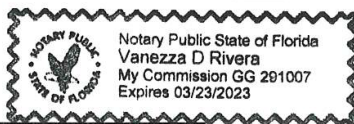
By: 
Title: President

BEFORE ME, the undersigned authority, personally appeared Christian Infante 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 Christian Infante executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 25 day of March, 2019.

My Commission Expires:


Notary Public State of Florida at Large



Form AK

b. Form PEC – Public Entity Crime Affidavit

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

SECTION 287.133(3)(a), FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of Miami Lakes

by Christian Infante, President

[print individual's name and title]

for SFM Security Services, Inc.

[print name of entity submitting sworn statement]

whose business address is

9700 N.W. 79 Avenue

Hialeah Gardens, FL 33016

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0405101

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who

Form PEC

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

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

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO

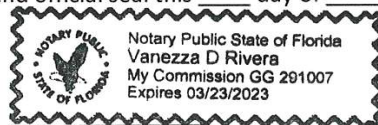
UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

BEFORE ME, the undersigned authority, personally appeared Christian Infante 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 Christian Infante executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 25 day of March, 2019.

My Commission Expires:

Notary Public State of Florida at Large



Form PEC

c. Form NCA – Non-Collusive Affidavit

NON-COLLUSIVE AFFIDAVIT

State of Florida }
County of Miami-Dade } SS:
County of _____ }

Christian Infante being first duly sworn, deposes and says that:

- a) He/she is the President (Owner, Partner, Officer, Representative or Agent) of SFM Security Services, Inc. the Bidder 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 Bidder 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 Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; 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 Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- e) 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 Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By:

Christian Infante

(Printed Name)

President

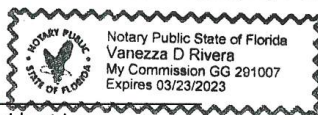
(Title)

BEFORE ME, the undersigned authority, personally appeared Christian Infante 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 Christian Infante executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 25 day of March, 2019.

My Commission Expires:

Notary Public State of Florida at Large



Form NCA

d. Form COI – Conflict of Interest Affidavit

CONFLICT OF INTEREST AFFIDAVIT

State of Florida }
 } SS:
County of Miami-Dade }

Christian Infante being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of SFM Security Services, Inc. the Proposer that has submitted the attached Proposal and certifies the following:

Proposer certifies by submitting its Proposal that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this Proposal or any compensation to be paid under or through the award of a contract, and that no Town employee, nor any elected or appointed official (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed official of the Town, may be a partner, officer, director or employee of Proposer, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any contract award containing an exception to these restrictions must be expressly approved by the Town Council. Further, Proposer recognizes that with respect to this solicitation, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to the Town. The terms "Proposer" as used herein, includes any person or entity making a bid or proposal to the Town to provide goods or services.

Proposer further certifies that the price or prices quoted in the 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.

Signed, sealed and delivered in the presence of:

[Signature]
Witness

By: [Signature]

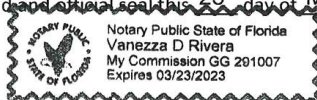
Witness

Christian Infante
(Printed Name)
President
(Title)

BEFORE ME, the undersigned authority, personally appeared Christian Infante 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 Christian Infante executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 25 day of March, 2019.

My Commission Expires:



Notary Public State of Florida at Large

Form COI

e. Form PR – Public Relations Affidavit



PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: SFM Security Services, Inc. Solicitation No.: 2019-13

By executing this affidavit, Proposer discloses any personal or business relationship or past experience with any current Town employee or elected representative of the Town.

Proposer shall disclose to the Town: **NOT APPLICABLE**

- a) Any direct or indirect personal interests in a vendor held by any employee or elected representative of the Town.

Last name	First name	Relationship
Last name	First name	Relationship
Last name	First name	Relationship

- b) Any family relationships with any employee or elected representative of the Town.

Last name	First name	Relationship
Last name	First name	Relationship
Last name	First name	Relationship



Authorized Signature

03/25/2019
Date:

Christian Infante
Print Name

President
Title:

f. Form PRA – Public Records Affidavit

COMPLIANCE WITH PUBLIC RECORDS LAW

The Town of Miami Lakes shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town of Miami Lakes.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.

- (a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that TOWN is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.
- (b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1. Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the services required under this Agreement;
 - 2. Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and 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; and
 - 4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to TOWN in a format that is compatible with the information technology system of TOWN.
- (c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: SFM Security Services, Inc.

Authorized representative (print): Christian Infante

Authorized representative (signature): _____

Date: 3.25.19

g. Form CE – Contract Execution Form

CONTRACT EXECUTION FORM

This Contract 2019-13 made this ____ day of _____ in the year ____, by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and SFM Security Services, Inc., hereinafter called the "Contractor."

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

TOWN OF MIAMI LAKES

By: _____
Gina Inguanzo, Town Clerk

By: _____
Edward Pidermann, Town Manager

Legal Sufficiency:

By: _____
Raul Gastesi, Town Attorney

Date: _____

Signed, sealed and witnessed in the presence of:

CONTRACTOR

SFM Security Services, Inc.
(Contractor's Name)

By: [Signature]

By: [Signature]
Name: Christian Infante
Title: President
Date: 03/25/2019

(*) In the event that the Contractor is a corporation, there shall be attached the original of the corporate resolution in the form contained in this Section, of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.

Drug-Free Workplace Certification

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations 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 response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal 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 proposal, 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 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

SFM Security Services, Inc.

03/25/2019

Company Name:

Date


Authorized Signature:

Christian Infante, President

Printed Name and Title

Corporate Resolution

CORPORATE RESOLUTION

WHEREAS, SFM Security Services, Inc. desires to enter into Contract 2019-13 with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the President,
(type title of officer)

Christian Infante, is hereby authorized
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this 25 day of March, 2019.

Jose Infante
Corporate Secretary

(Corporate Seal)

Certificate of Authority

CERTIFICATE OF AUTHORITY (IF CORPORATION)

I HEREBY CERTIFY that at a meeting of the Board of Directors of
SFM Security Services, Inc., a corporation organized and existing under the laws of the
State of Florida, held on the 25 day of March, 2019, a resolution was duly passed and
adopted authorizing (Name) Christian Infante as (Title) President of the
corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested
by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify
that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 25 day of March, 2019.

Secretary: _____

Print: Jose Infante

CERTIFICATE OF AUTHORITY NOT APPLICABLE (IF PARTNERSHIP)

I HEREBY CERTIFY that at a meeting of the Board of Directors of
_____, a partnership organized and existing under the laws of the
State of _____, held on the ____ day of _____, _____, a resolution was duly passed and adopted
authorizing (Name) _____ as (Title) _____ of the to execute bids on
behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official
act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

Partner: _____

Print: _____

CERTIFICATE OF AUTHORITY NOT APPLICABLE
(IF INDIVIDUAL)

I HEREBY CERTIFY that, I (Name) _____, individually and doing business as (d/b/a) _____ (If Applicable) have executed and am bound by the terms of the Bid to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Signed: _____

Print: _____

NOTARIZATION


STATE OF Florida)

) SS:

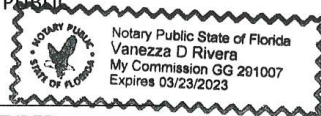
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 25 day of March, 2019, by Christian Infante, who is personally known to me or who has produced n/a as identification and who (☒ did

/ ☐ did not) take an oath.



SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA



PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC

Addendum Acknowledgement



ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation No.: 2019-13

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:

Addendum No. <u>1</u>	Dated <u>03/06/19</u>
Addendum No. <u>2</u>	Dated <u>03/15/19</u>
Addendum No. <u>3</u>	Dated <u>03/21/19</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

☐ No Addendum issued for this Solicitation

Firm's Name: SFM Security Services, Inc.

Authorized Representative's Name: Christian Infante

Title: President

Authorized Signature: _____



RFP 2019-13
Security Guard Services for Special Taxing Districts
Addendum #1
Due Date: 3:00 PM, March 26, 2019

This addendum is incorporated into and made a part of the Request for Proposal ("RFP"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Questions and Answers:

1. How many vehicles are required for this contract?

Response: Currently, only one STD, Loch Lomond, uses a roving guard in a patrol vehicle. This may be subject to change throughout the term of the contract depending on the service level recommendations provided by the special taxing district advisory committees.

2. Does the Town require one (1) security officer for each guard house in the Royal Oaks locations for 168 hours each?

Response: Yes, the Town requires that each guardhouse within one of the stated STDs, See Section B2 of the Contract, be staffed with at least one (1) security officer at all times, twenty-four hours a day, seven days a week. Guard assignments and shifts must be assigned in accordance with the Contract Documents with respect to work schedules, break periods, and maximum hours on shift. See Section B11 of the Contract.

3. Is there a bid bond or performance bond required with submission of this proposal?

Response: No, there are no bonds required for this RFP.

Acknowledgement:

Christian Infante
Name of Signatory

President
Title

03/25/2019
Date


Signature

SFM Security Services, Inc.
Name of Bidder



RFP 2019-13
Security Guard Services for Special Taxing Districts
Addendum #2
Due Date: 3:00 PM, March 26, 2019

This addendum is incorporated into and made a part of the Request for Proposal ("RFP"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Clarification:

1. This addendum is issued, in part, to provide the Fiscal Year 2018-2019 Adopted Budget for the Special Taxing Districts as an attachment hereto and provided separately.

Questions and Answers:

1. What security company is currently providing service?

Response: The current companies providing security guard services are Kent Security Services and FPI Security, LLC.

2. What are the responsibilities of the security officer per location?

Response: See Section B8 of the Contract. Depending on the needs of each STD location, the Town of Miami Lakes ("Town") may require slight variations, to be issued in the NTP, Post Orders, or other communications.

3. What are the current shifts being worked by location?

Response: The current shifts are as follows: 7AM-3PM, 3PM-11PM, and 11PM to 7AM. Establishing work schedules is the responsibility of the Contractor and all work schedules must be in compliance with Section B11.02 of the Contract.

4. What is the current staffing by location?

Response: The current staffing by location is as follows:

- Miami Lakes Section 1 – 1 security guard posted in the on-site gatehouse
- Miami Lakes Loch Lomond – 1 security guard posted in the on-site gatehouse, 1 security guard in a roving vehicle
- Royal Oaks Section 1 – 1 security guard posted in each on-site gatehouse for a total of 2 security guards
- Royal Oaks East – 1 security guard posted in each on-site gatehouse for a total of 2 security guards

5. What is the current budget?

Response: See clarification #1 above.



6. Will the Town pay for overtime during “unusual or emergency conditions?”

Response: Under Section 11.02(1) of the Contract, it states that security guards are authorized to deviate from prescribed schedules only when unusual or emergency conditions exist. The intent of this section is to prevent guards from deviating from the previously posted work schedule. However, the language about “unusual or emergency conditions” is included to allow guards to stay past the schedule when circumstances require it, but it is intended to be an exception to the rule. As such, the Town will not pay overtime for these occasions as it would create an incentive for guards to stay past their shift.

7. Will the Town of Miami Lakes pay “Holiday Pay?”

Response: Yes. The Town will pay 1.5x the hourly rate on recognized holidays.

8. If so, what are the recognized holidays?

Response: The Town recognizes the following holidays: New Year’s Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday After Thanksgiving, and Christmas Day.

9. What are the hours for level 1 and level 2 security guards?

Response: There is no specified hour amount for level 1 or level 2 security guards. Per the ordinances that create and govern the operation of the subject special taxing districts, each year the Town will meet with a committee of residents to discuss service level adjustments for the following year. This contract is designed to allow flexibility for each special taxing district to decide what level of service it requires in subsequent years. As such, some special taxing districts may opt to use only level 1 guards at all posts, while another may opt to use all level 2 guards or a combination thereof. Therefore, the Town does not have a specific requirement for hours by security guard level.

10. Is a Certificate of Use and BTR required for this proposal?

Response: See Section D3 of the RFP.

11. Current contractor’s original response to the RFP?

Response: Services are currently being provided through two piggybacked contracts. Therefore, the Town is not in possession of the incumbent contractors’ original responses as the Town has not issued an RFP for these services in the past.

Acknowledgement:

Christian Infante
Name of Signatory

President
Title

03/25/2019
Date


Signature

SFM Security Services, Inc.
Name of Bidder



RFP 2019-13
Security Guard Services for Special Taxing Districts
Addendum #3
Due Date: 3:00 PM, March 26, 2019

This addendum is incorporated into and made a part of the Request for Proposal ("RFP"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Clarification:

1. Section B6.02, General Requirements, Item #9, is hereby amended as follows:
"At the request of the Town, provide a security guard, designated as a full-time Site Supervisor, ~~for each guardhouse~~, who shall inspect specified locations at least once per shift, seven days per week."
2. Section B5, Term, is hereby amended as follows:
"In the event the Town exercises such right, all terms and conditions, and requirements of the Agreement, ~~including all costs~~, shall remain the same as specified in the Agreement and apply during the renewal period(s)."
3. Section B17, Compensation, is hereby amended as follows:
"Within ten (10) business days after the anniversary of the contract execution date each year, the Contractor may request a price increase not to exceed the Bureau of Labor Statistics "All Items" category (CPI-U index for Miami-Dade County) within the last 12-month period. Failure to make a request within the above time frame shall be considered a waiver of the Contractor's ability to make such request. The Town will evaluate such requests to determine if an increase should be approved. Notwithstanding the above, in no event shall any such increase exceed three percent (3%) per request."
4. Form PP – Price Proposal is hereby revoked and replaced with Form PPR-1 - Price Proposal, attached hereto and provided as a separate attachment.
5. The due date for this RFP is hereby extended from 3:00PM, March 26, 2019 to 4:00PM, March 29, 2019.

Questions and Answers:

1. Does the Town of Miami Lakes ("Town") require the security Contractor to provide any additional equipment other than radios, flashlights/batteries, and a vehicle?
Response: See Section B10.02, Contractor Supplied Items, of the Contract.
2. Will the Contractor be responsible for providing only one (1) vehicle?
Response: See Section B6.02, General Requirements, Item #6. The Town may request more than one (1) roving guard, in which case, the Contractor will have to provide more than one (1) vehicle.



3. What make and model of vehicle should be provided by the Contractor?

Response: See Section B6.02, General Requirements, Item #6. The Contractor may utilize any vehicle that is distinguishable from any police vehicle agency within the Town.

4. How many total hours of "roving guard" patrol per week will the contractor be expected to provide?

Response: There is no set number of hours for the roving guard. Each year, the Town meets with a committee that is appointed to each STD that is tasked with recommending adjustments to the level of service. This Contract is designed to be flexible enough to meet the desired level of service each year.

5. Will all six (6) guardhouses require a full-time supervisor?

Response: See Clarification #1 above. The Town may request a site supervisor that will be in charge of supervising multiple sites that are in close proximity of each other.

6. The contract term is for three (3) years but the pricing is not broken down by year. Is the contractor expected to provide pricing for year 1, year 2, and year 3?

Response: See Clarification #1 and Clarification #2 above.

7. What are the current hourly rates Kent Security and FPI security are billing the Town for "Security Guard," Security Guard Supervisor" and "Roving Guard?"

Response: The billing rates are as follows:

Kent Security Services, Inc.

- Security Guard – \$20.82/hr
- Site Supervisor – \$20.75/hr
- Patrol Car - \$1.51/hr

FPI Security Services, Inc.

- Security Guard - \$14.35/hr

8. Are the current existing contracts bound by the Miami-Dade County Living Wage Ordinance?

Response: The Miami-Dade Contract the Town is currently accessing is bound by the Living Wage Ordinance. However, the Pembroke Pines Contract is not. The Contract the Town will be awarding will also not be bound by the Living Wage Ordinance.

9. Is the Town's intent to award one (1) contract?

Response: See Section C5, Award of a Contract, of the Contract. The Town reserves the right to execute or not execute, as applicable, a Contract with the Successful Proposer(s), where it is



determined to be in the Town's best interest. The may award one or more Contracts depending what is determined to be in the Town's best interest.

10. Does this current RFP have any set minimum pay rates?

Response: No. This RFP does not have any set minimum pay rates, other than what is provided for by applicable law.

11. Will a letter from the insurance agent handling the company's insurance policies meet the requirements of the RFP?

Response: Yes, provided that the letter proves that the company either meets the required insurance policy limits required by the contract or has the capability to acquire the insurance policy limits required by the Contract.

12. In Miami Lakes Section 1, why is the guard hourly billing lower than the other Special Taxing Districts?

Response: See response to question #8. The security guard services provided at Miami Lakes Section 1 under the Pembroke Pines Contract is not bound by the Living Wage Ordinance and therefore, is a lower hourly rate.

Acknowledgement:

Christian Infante
Name of Signatory

President
Title

03/25/2019
Date


Signature

SFM Security Services, Inc.
Name of Bidder

8- Financial Stability of Proposer

Please refer to separate enveloped marked “Confidential”