

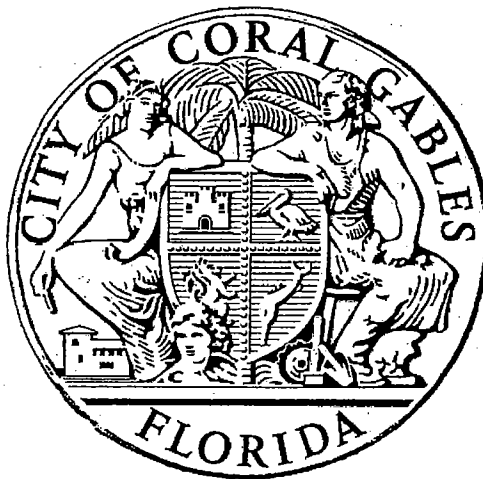
PM Security

CITY OF CORAL GABLES, FL
PROCUREMENT DIVISION
2800 S.W. 72nd AVENUE - MIAMI, FL 33155

INVITATION FOR BID

IFB # 2008.12.19

SECURITY GUARD SERVICES



Prepared By: Margie Gomez
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Fax: 305-261-1601
contracts@coralgables.com or mgomez@coralgables.com

BID DUE DATE
Thursday, February 5, 2009 – 2PM

THE CITY OF CORAL GABLES, FLORIDA
INVITATION FOR BID (IFB)
IFB # 2008.12.19 Security Guard Services

Bids will be received in the City of Coral Gables, Finance Department, Procurement Division Office, located at 2800 SW 72 Avenue, Miami, Florida 33155-2804, by **2 p.m. on Thursday, February 5, 2009**. Bids will be opened promptly thereafter. Packages failing to meet the following requirements will be considered as non responsive: one (1) original bid and three (3) complete copies must be signed and submitted in a sealed envelope and clearly marked: **IFB 2008.12.19 Security Guard Services**.

A pre-bid meeting will be held in the City of Coral Gables Procurement Division at **10:00 a.m., on Thursday, January 15, 2009**, located at 2800 SW 72nd Avenue, Miami, FL 33155. The pre-bid meeting is **not** mandatory but if attending, please be punctual, since late arrivals will not be admitted.

Invitation for Bid packages may be picked up at the Procurement Division Office, or requested by e-mail to contracts@coralgables.com, or fax (305) 261-1601 or (305) 460-5126. Bids submitted by mail or hand-delivered should be sent to the above referenced address.

The deadline to pick-up a bid package is **4:00 p.m., on Tuesday, January 20, 2009**.

The City of Coral Gables will not accept and will in no way be responsible for any bids that are received after the stipulated deadline: **2 p.m., Thursday, February 5, 2009**. Verbal, Fax or electronic bids are not acceptable.

Award of bid will be made to the lowest responsive responsible bidder, within a reasonable time after opening of bids. However, the City reserves the right to consider other conditions which may be in the best interests of the City.

Bid prices must be firm for ninety (90) days. Escalation clauses of any kind are not acceptable. The City reserves the right to cancel this Invitation for Bid at any time prior to opening, reject any and/or all bids, and waive any technicalities, irregularities or any other minor variations.

Walter J. Foeman
City Clerk

Any person requiring special accommodations for participation should contact 305-460-5102, with requests for auxiliary aids or services at least one business day before the meeting.

1.0 INTRODUCTION TO INVITATION FOR BIDS

1.1 INVITATION- Thank you for your interest in this procurement process. The City of Coral Gables, through its Procurement Division invites responses which offer to provide the goods and/or services identified on the Bid information Sheet and described in greater detail on the subsequent sections.

1.2 DEFINITIONS - The City will speak with you relatively informally throughout the solicitation in order to help the process be a little more human and friendly. Obviously, we need to include a certain amount of legal language, but we'll try to keep it as painless and common-sense as possible. Even though the style is relatively informal, we intend to express our expectations clearly, and they are to be legally interpreted in our favor. We may for instance the term "shall" wherever possible, just to avoid heavy-handed legalese. Nevertheless, you need to know that you will be held accountable for whatever in here applies to you.

1.2.1 We/Us/Our/City- These terms refer to the City of Coral Gables, Florida, a duly organized public entity. They may also be used as pronouns for various subsets of the City organization, including as the context will indicate:

Procurement: The Procurement Division including its Chief Procurement Officer and staff of professional Buyers.

Department/s: The City Department/s and/or offices for which this solicitation is prepared and which will be the end user(s) of the goods and/or services sought.

Authorized Representative/Contract Administrator: The user department's contact(s) for interaction regarding contract administration and performance.

1.2.2 You/Your- These terms refer generally to the other person or entity which is a party to this agreement or contract, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents or subcontracts. The term may apply different to different classes of entities, as the context will indicate. For instance, "you" as a bidder will have different obligations than "you" as a contractor will have upon award of the contract. We'll be specific whenever it seems warranted.

Bidder/Offendor: Any business entity submitting a response to this solicitation, or prospective bidders who may be invited to respond, or which express interest in this solicitation, but who submit a "No Bid" response.

Contractor: The bidder whose response to this solicitation is deemed by the City to be the lowest most responsive and responsible bidder and whose bid meets specifications. Contractor will be approved for award by either the City Manager or the City Commission, and a purchase order will be issued for the provision of the goods, services and/or construction described in the Invitation for Bids.

Sub-Contractor: Any contracting company providing services which are obtained by the company awarded (Contractor) the contract for goods, services and/or construction, and who were not hire directly by the City.

1.2.3 Invitation for Bids (IFB): A written solicitation for competitive sealed bids with the title, date, and hour of the public opening designated and specifically defining the commodity, group of commodities, or services for which bids are sought. It includes instructions prescribing all conditions for bidding and shall be distributed to all prospective bidders simultaneously. The Invitation for Bid is used when the agency is capable of specifically defining the scope of work for which a contractual service is required or when the agency is capable of establishing precise specifications defining the actual commodity or group of commodities required.

1.2.4 Bid- A written offer of a price submitted by the bidder in a sealed envelope in response to the IFB instructions. Offer does not include any verbal interaction you may have with us apart from submittal of a formal written Bid.

City of Coral Gables, Florida

- 1.2.5 **Responsive Bidder-** A bidder who has submitted a Bid which conforms in all materials aspects to the specifications and terms set out in the IFB.
 - 1.2.6 **Responsible Bidder-** A bidder who has the capability in all respects to perform fully the contract requirements and possess the experience, integrity, reliability, capacity, facilities, equipment and finances which will assure good faith performance.
 - 1.2.7 **Change Order-** A written order approved by the Chief Procurement Officer or designee directing the vendor to make changes to a contract or purchase order resulting from the IFB.
 - 1.2.8 **Term Contract-** A firm price agreement with an indefinite quantity or where the contractor agrees to furnish commodities or contractual services during a prescribed period of time, the expiration of which concludes the contract.
- 1.3 **BID CLARIFICATION-** Bidders shall not contact any city employee prior to opening of bids, evaluation of bids and award of contract except in writing to the Senior Contract Specialist or Contract Specialist named on Bid Information Sheet.

Requests for additional information or clarifications must be made in writing and received by the Senior Contract Specialist or Contract Specialist specified on the Bid Information Sheet of this IFB, in accordance with the Cone of Silence (see Section 3.38). The request must contain the IFB number and title, Bidder's name, name of Bidder's contact person, address, phone number, and facsimile number.

Electronic facsimile requesting information will be received by the Senior Contract Specialist or Contract Specialist for this IFB at the fax number specified on the Bid Information Sheet of this IFB. Facsimiles must have a cover sheet which includes, at a minimum, the Bidder's name, name of Bidder's contact person, address, number of pages transmitted, phone number, facsimile number, and IFB number and title.

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Bid's opening date. Bidders should not rely on any representations, statements or explanations other than those made in this IFB or in any written addendum to this IFB. Where there appears to be conflict between the IFB and any addenda issued, the last addendum issued shall prevail.

- 1.3.1 **Bidder Responsibility-** We expect you to be thoroughly familiar with all specifications and requirements of this IFB. Your familiar or omission to examine any relevant form, article, site or document will relieve you from any obligation regarding this IFB. By submitting a Bid, you are presumed to concur with all terms, conditions and specifications of this IFB unless you have specifically, by Section number, raised objection as instructed in Section 2.3. Objections we consider excessive or affecting vital terms may reduce or eliminate your prospects for award.
 - 1.3.2 **Written Addendum-** If it becomes evident that this IFB must be amended, we will issue a formal written addendum to all known prospective Bidders. If necessary, a new bid opening date will be established.
- 1.4 **AWARD-** The Bid will be awarded to the lowest responsive and responsible bidder(s) whose bid, conforming to the specifications, is most advantageous to the City.

The City shall award a contract to the successful bidder(s) who meets the specification requirements and criteria set forth in the IFB through action taken by the City Manager or the City Commission at a duly authorized meeting. This action shall be administratively supported by a Notice of Award and written award of acceptance (purchase order) mailed or otherwise furnished to the successful bidder(s), which shall constitute a binding contract without further action by either party, with the exception of required proof of insurance or other documents, when applicable.

The City reserves the right to award the contract on a split-order, lump-sum, or individual-item basis, or such combination as shall serve the best interest of the City unless otherwise specified.

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While the City Manager or the City Commission may determine to award a contract to a bidder(s) under this solicitation, said award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Bidder(s) shall be in default of the contractual obligations if any of these documents are not submitted in a timely manner and in the form required by the City.

- 1.5 CONTRACT EXECUTION-** This IFB, the Contractor's Bid, any addenda and/or properly executed modifications, and the purchase order, are collectively an integral part of the contract between the City and the successful bidder.

All services provided to the City shall be rendered pursuant to the terms of the contract. The City will not sign any contracts submitted by the proposing contractor awarded the contract. The contract provides that the contractor will render the request for services to the City as provided for in this document, pursuant to the issuance of a Professional Service Agreement (PSA) and a Purchase Order (PO).

- 1.5.1 Order of Precedence-** Any inconsistency in this IFB shall be resolved by giving precedence to the following documents, the first of such list being the governing documents:

Addenda (as applicable)
Specifications
Special Conditions
General Terms and Conditions
Instructions to Bidders
Introduction

1.6 SCHEDULE OF EVENTS:

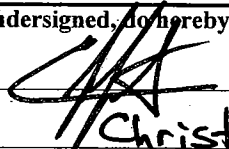
Solicitation Advertised	Friday, December 19, 2008
Non-Mandatory Pre-Bid Meeting / Site Inspection (*)	10:00 AM, Thursday, January 15, 2009
Last Day to Request Package	4:00 PM, Tuesday, January 20, 2009
Deadline for Written Questions:	5:00 PM, Thursday, January 22, 2009
Responses to Questions:	5:00 PM, Thursday, January 29, 2009
Bid Opening	2:00 PM, Thursday, February 5, 2009
Meeting Location	City of Coral Gables Procurement Division 2800 SW 72 nd Avenue Miami, FL 33155

(*)Disclaimer: Please be punctual, meeting will commence promptly at 10:00 a.m. and late arrivals will not be admitted.

1.7 CONTRACT ADMINISTRATOR:

Ron Van Eyk
Public Works
2800 SW 72 Ave.
Miami, Fl. 33155

We/I, the undersigned, do hereby state that we/I have read and understood the Instructions to the Proposers.

SIGNED:  TITLE: Vice President
Christian Infante
Please type and Print name

COMPANY: PM Security Service, Inc. DATE: 1-23-09

2.0 INSTRUCTIONS TO BIDDERS FOR PURCHASE OF GOODS AND SERVICES

- 2.1 PREPARATION OF BIDS-** Bidders are expected to examine the specifications, required good or service, if applicable, schedule, drawings, and all special and general conditions. Bidders when necessary should visit the work site and take such other steps as may be necessary to ascertain the nature and location of the work and the general and local condition which can affect the cost of the bid. Failure to do so will relieve Bidders from responsibilities for estimating properly the difficulty or cost of successfully bidding the contract.
- 2.1.1 Each Bidder shall furnish the information required in this IFB. The Bidder shall sign the IFB and print in ink or type its name, address, and telephone number on the face page and on each continuation sheet thereof on which he/she makes an entry, as required.
- 2.1.2 Bidder shall include in the response all taxes, insurance, social security, workmen's compensation, and any other benefits normally paid by the Bidder to its employees.
- 2.1.3 Bidder must state a definite time, if required, for delivery of goods or start of service and completion of work. Such time should be reflected in calendar days. The bid form may provide for submission of a price or prices for one or more items, which may be lump sum bids, scheduled items resulting in a bid on a unit of service, or a combination thereof, etc.
- 2.1.4 Bidder should retain a copy of all bid documents for future reference.
- 2.1.5 All Bid forms, Bid Response and Document List must be fully completed and type or printed in ink, and must be signed in ink with the firm's name and by an officer or employee having authority to bind company or firm by his/her signature. Bids having any erasures or corrections must be initialed in ink by the person signing the bid or the bid may be rejected.
- 2.1.6 The City of Coral Gables Bid forms which are attached to this solicitation should be used when Bidder is submitting its Bid. **THE ORIGINAL AND THREE (3) COPIES OF THESE SETS OF FORMS AND ANY REQUIRED ATTACHMENTS MUST BE RETURNED TO THE CITY OR YOUR BID MAY BE DEEMED "NON-RESPONSIVE".**
- 2.1.7 Multiple bids will be considered non-responsive.
- 2.2 SUBMISSION AND RECEIPT OF BIDS-** Bids must be received at the designation location at/or before the specified time of bid opening as designated in the IFB. **NO EXCEPTIONS.** Bidders are welcome to attend bid opening; however, no award will be made at that time. A bid tabulation will be furnished upon request by Bidder; and, Bidder must enclose a self addressed, stamped envelope when submitting a bid to receive the tabulation.
- 2.2.1 Bids shall be enclosed in a sealed envelope. The face of the envelope must show the hour and date specified for receipt of bids, the bid number, and the name and address of the Bidder. Bids not submitted on the requisite Bid forms may be rejected.
- 2.2.2 Bids must be submitted to the office and address listed on the Bid Information Sheet of this IFB by the time specified to be considered for award.
- 2.2.3 Telegraphic or facsimile bids will **not** be considered.
- 2.2.4 Late bids will be rejected.
- 2.2.5 Failure to follow the bid instructions is cause for rejection of Bid.
- 2.2.6 All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

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2.2.7 The responsibility for obtaining and submitting this bid to the Procurement Division on or before the stated time and date is solely and strictly the responsibility of Bidder. The City of Coral Gables is **not** responsible for delays caused by the United States mail delivery or caused by any other occurrence. Bids received by the Procurement Division after bid opening time will be returned unopened, and will not be considered for award.

2.2.8 Modification of bids already submitted will be considered **only** if received at the Procurement Division before the time and date set for opening bids. All modifications must be submitted in writing, once a bid is opened, the City will not consider any subsequent submission which alters the bid.

2.2.9 If bids are submitted at the same time for different solicitations, each bid must be placed in a **separate envelope** and each envelope must contain the information previously stated 2.2.1.

2.3 **EXPLANATION TO BIDDERS-** Any explanation regarding the meaning of interpretation of the Invitation for Bids, schedule or drawings, etc., requested by a Bidder, must be requested in a sufficient time for a reply to be sent to Bidder(s) before the submission of their Bids.

Explanations or instructions shall not materially alter the IFB unless they are in writing. Oral explanations or instructions given before the award of a contract will not be binding. If necessary, a written addendum to an IFB will be issued to all prospective Bidders.

2.4 **TERMS OF PAYMENT-** Payment will be made by the City after the good or service awarded to a Bidder have been received, inspected, and found to comply with award specifications, free of damage or defect, and properly invoiced. No advance payments of any kind will be made by the City of Coral Gables.

Florida Prompt Payment Act (Florida State Statute 218.74) - Payment shall be made after delivery within 45 days of receipt of an invoice and authorized inspection and acceptance of the good and service.

2.5 **NO INTEREST IN BIDDING-** If you do not wish to bid, please return the "State of No Bid" form, "**STATEMENT OF NO BID**" on page 29 stating the reason. Failure to submit a response after three (3) times without a sufficient justification of "No Bid" will be cause for removal from Vendor/Bidder's list.

If applicable, vendor should additionally return the vendor application to be listed on the Vendor/Bidder's list.

2.6 **TAXES-** the City of Coral Gables is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

2.7 **BID FORMS-** All forms, as described under Section 7.0, Bid Response and Document Check List, should be completed, signed and submitted accordingly.

2.8 **VENDOR REGISTRATION-** It is the policy of the City that all prospective Bidders complete a "Vendor Application" indicating the commodities/services which the vendor can regularly supply to the City for inclusion on the City's Vendor/Bidder's list. Should a prospective Bidder not be currently listed on the City's Vendor/Bidder's list, a Vendor Application will be enclosed with the Bid package. Vendors who have already submitted an application and secured a vendor number from the city are not required to submit a new vendor application.

It is the responsibility of the business entity to update its application concerning changes such as ownership, new address, telephone number, fax, commodities, etc.

If a Bidder submits a Bid or a "No Bid", a completed vendor application should be returned with the Bid documents or the "No Bid" form. Completed vendor applications will be added to the City's Vendor/Bidder's list. **A Purchase Order will not be issued by the City unless the successful Bidder has completed this application.** For any questions, contact the Procurement Division at (305) 460-5102.

**3.0 GENERAL TERMS & CONDITIONS FOR PURCHASE
OF GOODS AND/OR SERVICES**

Purpose: The General Terms and Conditions described herein apply to the acquisition of goods and/or services with and estimated aggregate cost of \$25,000.00 or more.

- 3.1 ACCEPTANCE OF OFFER-** The signed bid response shall be considered an offer on the part of the bidder; such offer shall be deemed accepted upon issuance by the City of a purchase order or other contractual document.
- 3.2 ACCEPTANCE/REJECTION-** The City reserves the right to accept or reject any or all bids or parts of bids after bid opening and request re-bid on the goods and/or services described in the IFB. In the event of such rejection, the Chief Procurement Office shall notify all affected bidders and make available a written explanation for the rejection. The City of Coral Gables also reserves the right to reject any or all bids, to waive any informalities, irregularities or minor variations in any bids received, to cancel and re-advertise for bids, or take any other such actions that may be deemed in the best interests of the City.
- 3.3 NON-EXCLUSIVE CONTRACT AND PIGGYBACK PROVISION-** At such times as may serve its best interest, the City reserves the right to advertise for, receive, and award additional bids for these herein goods and/or services, and to make use of other competitively bid (governmental) contracts, SNAPS Agreements or other similar sources for the purchase of goods and/or services as may be available.
- 3.4 SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES-** The Contractor shall not sell, assign, transfer or subcontract, at any time during the term of the Contract, or any part of his/her operations, or assign any portion of the performance required by this Contract, except under and by virtue of written permission granted by the City through the proper officials, which may be withheld or conditioned, in the City's sole discretion.
- 3.5 AUDIT RIGHTS AND RECORDS RETENTION-** The Contractor agrees to provide access to the City, or to any of its duly authorized representatives, to any book, documents, papers, and records of the Contractor which are directly pertinent to this Contract, for the purpose of audit, examination, excerpts, and transcriptions. The Contractor shall maintain and retain any and all books, documents, papers and records pertinent to the Contract for three (3) years after the City makes final payment and all other pending matters are closed. Contractor's failure to adhere to, or refusal to comply with, this condition shall result in the immediate cancellation of this contract by the City.
- 3.6 AVAILABILITY CONTRACT STATE-WIDE-** Any Governmental, not-for-profit or quasi-governmental entity in the State of Florida, may avail itself of this contract and purchase any and all goods and/or services specified herein from the Successful bidder(s) at the contract prices(s) established herein, upon mutual agreement between the Successful bidder(s) and any of the above listed entities.

Each governmental, not-for-profit or quasi-governmental entity which uses a contract(s) resulting here from, will establish its own contract, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments, determine shipping terms and issue its own exemption certificates as required by the Successful bidder(s).

3.7 AWARD OF CONTRACT-

- A. The IFB, Bidder's response, any addenda issued and the purchase order shall constitute the entire contract, unless modified in accordance with any ensuing contract.
- B. The award of a Contract where the Tie Bids will be decided by the Chief Procurement Office.
- C. The award of this Bid may be preconditioned on the subsequent submissions of other documents as specified in the Special Conditions or Technical Conditions. The Bidder shall be in default of its contractual obligation if such documents are not submitted in a timely manner and in the form required by the City.

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- D. Bidder is in default of these contractual requirements, the City, through action taken by the Procurement Division, will void its acceptance of the Bidder's Response and may accept the Bid from the next lowest responsive, responsible bidder or re-solicit the City's requirements. The City, at its sole discretion, may seek monetary restitution from the Bidder in the form of its bid bond or deposit, if applicable, as a result of damages or increased costs sustained as a result of the Bidder's default.
 - E. The term of the contract shall be specified in one of three documents which shall be issued to the Successful Bidder. These documents may either be a purchase order, notice of award and/or contract award sheet. Where a conflict between two or more of the several documents exists, the contract award sheet shall take precedence.
 - F. The City reserves the right to automatically extend this contract for up to one hundred twenty (120) calendar days beyond the stated contract term in order to provide City departments with continual goods and/or service while a new contract is being solicited, evaluated, and/or awarded. If the right is exercised, the City shall notify the Bidder, in writing, of its intent to extend the contract at the same price, terms and conditions for a specific number of days. Additional extensions over the first one hundred twenty (120) day extension may occur, if, the City and the Successful Bidder are in mutual agreement of such extensions.
 - G. The City reserves the right to award the contract on a split-order, lump sum, group or individual-item basis or such combination as shall best serve the interest of the City unless otherwise specified.
- 3.8 BID BOND/BID SECURITY/BID DEPOSIT-** A Bid Bond, a certified check, cashier's check, Treasurer's check or bank draft of any State or National Bank in the amount of 5% of total proposed amount will accompany the Proposal. The bonding company must appear on the US Treasury List. The Bid Bond of the successful Proposer will be retained until receipt and acceptance of a performance bond and all other required documents. Bid Bonds of all other Proposers will be returned without interest upon Award of Contract. **Failure to provide the bid bond when required shall result in the Proposer being "non-responsive" and rejected.**
- 3.9 PERFORMANCE OR PAYMENT BOND -** The successful Proposer shall post a Performance Bond from a Corporate Surety, which is satisfactory to the City as security for the prompt payment to all persons supplying labor and material in the execution of the work to be performed under this Contract and on any and/or all duly authorized modifications hereof. A bond will be posted on a per project basis and shall be a sum equal to one hundred percent (100%) of each project's total, unless otherwise specified. The bond may be in the form of a Cash Bond or Surety bond written through an approved, reputable, and responsible company authorized to do business in the State of Florida. Attorneys-in-fact who sign bid bonds or contract bonds must file with such bond a certified copy of power of attorney to sign said bond.
- Performance Bond must be filed by the Contractor with the City Clerk, in the full amount of the contract price, as set forth here within this section in form and with corporate surety satisfactory to the City Manager and City Attorney, conditioned upon the performance of the work in accordance with the Contract and the Plans and Specifications thereof, and for the payment of all persons performing labor and furnishing equipment or materials in connection with the Contract and indemnifying said City of Coral Gables from any expense, loss, or cost arising from and out of the improper performance of said Contract.
- 3.9 RIGHT TO CANCEL BIDS-** The City reserves the right to cancel all Invitation for Bids before bid opening. In the event of bid cancellation, the Chief Procurement Officer shall notify all affected bidders and make available a written explanation for the cancellation.
- 3.10 CAPITAL EXPENDITURES-** Successful bidder understands that any capital expenditures that the firm makes, or prepares to make, in order to provide goods and/or services required by the City, is business risk which the Successful bidder must assume. The City will not be obligated to reimburse amortized or unamortized capital expenditures, or to maintain the approved status of the Successful bidder. If Successful bidder has been unable to recoup its capital expenditures during the time it is rendering such goods and/or services, it shall not have any claim upon the City.
- 3.11 COLLUSION-** The Bidder, by affixing a signature to their bid certifies that its bid is made without previous understanding, agreement or connection either with any person, firm or corporation making a bid for the same

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goods and/or service described in this solicitation or with the City's Procurement Division or any other City Department. The Bidder certifies that its bid is fair, without control, collusion, fraud, or other illegal action. The Bidder certifies that it is in compliance with Ordinance No. 2004-49 the City of Coral Gables Conflict of Interest and Code of Ethics Laws.

3.12 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS- Contractor understands that contracts between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, records keeping, etc. City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as that may in any way affect the goods and/or services offered, including but not limited to:

- 3.14.1 *Executive Order 11246*, which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: employment practices, rate of pay or other compensation methods, and training selection.
- 3.14.2 *Occupational, Safety and Health Act (OSHA)*, as applicable to this IFB.
- 3.14.3 *The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes*.
- 3.14.4 *Environment Protection Agency (EPA)*, as applicable to this IFB.
- 3.14.5 *Uniform Commercial Code* (Florida Statutes, Chapter 672).
- 3.14.6 *Americans with Disabilities Act of 1990*, as amended.
- 3.14.7 *National Institute of Occupational Safety Hazards (NIOSH)*, as applicable to this IFB.
- 3.14.8 *National Fire Protection Association (NFPA)*, as applicable to this IFB.
- 3.14.9 *City Ordinance No. 2006-17*
- 3.14.10 *Conflict of Interest and Code of Ethics Ordinance No. 2004-49*
- 3.14.11 *Cone of Silence, City Provision Code, Sec 2-1059*
- 3.14.12 *The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment*.

Lack of knowledge by the bidder will in no way be a cause for relief from responsibility. Non-compliance with all federal, state, and local orders and laws may be considered grounds for termination of contract(s).

Copies of the City Ordinances may be obtained from the City Clerk's Office.

3.13 CONFLICT OF INTEREST- Bidders, by responding to this IFB, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the City is financially interested, directly or indirectly, in the purchase of good and/or service specified in this IFB. Any such interests on the part of the Bidder or its employees must be disclosed in writing to the City. Further, you must disclose the name of any City employee who owns, directly or indirectly, any interest of the total assets of capital stock in your firm. See complete chapter on Conflict of Interest on page # 34.

3.14 COST BREAKDOWN- During the bid evaluation process, the City reserves the right to request the apparent low bidder(s) to furnish a cost breakdown of the bid price(s). This cost breakdown may be utilized by the City to determine bidder responsibility. Failure to timely respond to this request shall deem your bid non-responsive.

3.15 DEFAULT/FAILURE TO PERFORM SERVICES OR DELIVER GOODS- The City shall be the sole judge of failure to deliver goods or nonperformance of services, which shall include any failure on the part of the Successful Bidder to accept the award, to furnish required documents, and/or fulfill any portion of this contract within the time stipulated.

Upon default by the Successful Bidder to meet any terms of this agreement, the City will notify the Bidder of the default and will provide the Contractor three (3) business days (weekends and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required three (3) days shall result in the Contract being terminated and upon the City notifying in writing to the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

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- A. Failure to deliver goods; or, perform the work required under the Contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the Contract.
- B. Failure to begin the work under this Contract within the time specified.
- C. Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.
- D. Neglecting or refusing to remove materials or perform new work where prior work has been rejected as nonconforming with the terms of the Contract.
- E. Becoming insolvent, being declared bankrupt, or committing any act of bankruptcy or insolvency, or making an assignment for the benefit of creditors, if the insolvency, bankruptcy, or assignment renders the Successful Bidder incapable of performing the work in accordance with and as required by the Contract.
- F. Failure to comply with any of the terms of the Contract in any material respect.

All costs and charges incurred by the City as a result of a default or a default incurred beyond the time limits stated, together with the cost of replacing the goods or completing the work, shall be deducted from any monies due or which may become due on this Contract.

3.16 EMERGENCY/DISASTER PERFORMANCE- In the event of a hurricane or other emergency or disaster situation, the Successful Bidder shall provide the City with the goods/services defined within the scope of this bid at the price contained within Successful Bidder's bid. Further, Successful Bidder shall deliver goods/performance services for the City on a priority basis during such times of emergency.

3.17 EVALUATION OF BIDS

A. Rejection of Bids

The City may reject for any of the following reasons:

- 1. Bidder fails to acknowledge receipt of addenda
- 2. Bidder misstates or conceals any material fact in the Bid
- 3. Bid does not conform to the requirements of the Bid
- 4. Bid requires a conditional award that conflicts with the method of award
- 5. Bid does not include required samples, certificates, and licenses as required
- 6. Bid was not executed by the Bidder's authorized agent on the Bid Form

The foregoing is not the all inclusive list of reasons for which a Bid may be rejected. The City may reject and re-Advertise for all or any part of the IFB whenever it is deemed in the best interest of the City.

B. Elimination From Consideration

- (1) A contract shall not be awarded to any person or firm which is in arrears to the City upon any debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City.
- (2) A contract may not be awarded to any person or firm who has failed to perform under the terms and conditions of any previous contract with the City or deliver on time contracts of a similar nature.
- (3) A contract may not be awarded to any person or firm who has been debarred by the City in accordance with the City's Procurement Code.

C. Demonstration of Responsibility

City of Coral Gables, Florida

- (1) Bids will only be considered from firms/sole proprietors who are regularly engaged in the business of providing the goods and/or services required by the Bid. Bidder's must be able to demonstrate a satisfactory record of delivering goods and/or record of performing service and integrity and have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established firm/sole proprietorship in line with the best industry practices in the industry as determined by the City.
- (2) The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City or any other governmental entity in making the award.
- (3) The City may require the Bidder's to show proof that they are designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Bid.

3.18 FIRM PRICES- The bidder warrants that prices, terms, and conditions quoted in his/her bid will be firm throughout the duration of the contract unless otherwise specified in the IFB. Such prices will remain firm for the period of performance or resulting purchase orders or contracts, which services are to be performed or goods are to be supplied over the designated period of time.

3.19 INDEMNIFICATION- The Contractor shall indemnify and save harmless forever the City, and all the City's agents, officers and employees from and against all charges or claims resulting from any bodily injury, loss of life, or damage to property from any act, omission or neglect, by Bidder or its employees; the Contractor shall become defendant in every suit brought for any of such causes of action against the City or the City's officials, agents and employees; the Contractor shall further indemnify City as to all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claims and any resulting investigation.

3.20 INSPECTION OF BID- Sealed bids received by the City pursuant to Invitation for Bids will not be made available until such time as the City provides notice of a decision or intended decision or within 10 days after bid opening, whichever is earlier. Bid results will be tabulated and may be furnished upon request via fax or e-mail to the Procurement staff member issuing the IFB.

3.21 INSURANCE- Within ten (10) days after receipt of Notice of Award, the Successful Bidder, shall furnish evidence of insurance to the Procurement and Supply Management Department. Submitted evidence of coverage shall demonstrate strict compliance to all requirements listed on the attached form entitled "Insurance Requirements". The City of Coral Gables shall be listed as an "Additional Insured".

Issuance of a purchase order is contingent upon the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Invitation to Bid, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) business days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this IFB within fifteen (15) business days after receipt of Notice of Award, the contractor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the Bidder may be prohibited from submitting future bids to the City. Information regarding any insurance requirements shall be directed, in writing, to the Risk Management Administrator, Michael Sparber, City of Coral Gables, 2801 Salzedo Street, Coral Gables, Florida 33134.

The Bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in full force in effect for the duration of the contractual period; including any and all option to renewal terms that may be granted to the Bidder.

3.22 INVOICES- Invoices shall contain purchase order number of goods delivered and/or services performed (i.e. quantity, unit price, extended price, etc.).

3.23 MODIFICATIONS OR CHANGES IN PURCHASE ORDERS OR CONTRACTS No agreement or understanding to modify this IFB and resulting purchase orders or contracts shall be binding upon the City unless

City of Coral Gables, Florida

made in writing by the Chief Procurement Officer through the issuance of Change Order or Modification to the Contract Purchase Order or Award Sheet as appropriate.

- 3.24 NONDISCRIMINATION-** Bidder agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this solicitation. Furthermore, Bidder agrees that no otherwise qualified individual shall, solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

In connection with the conduct of its business, including the delivery of goods and/or rendition of services and employment of personnel, Bidder shall not discriminate against any person on the basis of race, color, religion, disability, age, sex, marital status or national origin. All persons having appropriate qualifications shall be afforded equal opportunity for employment.

- 3.25 CITY EMPLOYEE PROHIBITION-** Contractor represents and warrants to the City that it has not employed or retained any person employed by the City to solicit or secure this Contract and that it has not offered to pay, paid, agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Contract.

- 3.26 CASH DISCOUNT ON PROMPT PAYMENT-** Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation.

Bidders are required to provide prompt payment terms in the space provided on the Bid Information Form. If no prompt payment discount is being offered, the Bidder must enter zero (0) for the percentage discount to indicate no discount. If the Bidder fails to enter a percentage, it is understood and agreed that the terms shall be 2%-20days, effective after receipt of invoice or final acceptance by the City, whichever is later.

When the City is entitled to a cash discount, the period of computation will commence on the date of delivery and/or completion of performance, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the contract, but the invoice does not reflect the existence of a cash discount, the City is entitled to a cash discount with the period commencing on the date it is determined by the City that a cash discount applies.

Price discounts off the original prices quoted on the Price Sheet will be accepted from successful bidders during the term of the contract.

- 3.27 PUBLIC ENTITY CRIMES-** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit a bid on a lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.01 of Florida Statutes for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

- 3.28 PUBLIC RECORDS-** Contractor understands that the public shall have access, at all reasonable times, to all documents and information to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and public to all documents subject to disclosure under applicable law. Contractor failure or refusal to comply with the provision of this section shall result in the immediate cancellation of this Contract by the City.

- 3.29 CONTRACTOR'S PERFORMANCE-** The goods/services delivered or performed must be of the highest quality. Goods must be delivered properly packaged and without any damages. Services must be completed with the highest quality and workmanship. Materials furnished to complete the service shall be new and of the highest quality except as otherwise specified in this IFB.

City of Coral Gables, Florida

3.30 SERVICE AND WARRANTY- Unless otherwise specified, the bidder shall define any warranty, service and replacements that will be provided. Bidders must explain on the attached Price Sheet to what extent warranty and service facilities are available.

3.31 BEST COMMERCIAL PRACTICES- The apparent silence of these specifications and any supplemental specification as to any detail or omission from it of detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of good quality and correct type, size and design are to be used. All commodities delivered and workmanship performed is to be of good quality.

All interpretations of these specifications, commodities delivered and workmanship performed shall be construed in favor of the City.

3.32 OTHER FORMAL COMPETITIVE CONTRACTS (BEST PRICES): If your firm has a current contract with the State of Florida, Department of General Services, SNAPS, or any government agency located within the State of Florida, to supply the goods or perform the services on this bid, the bid shall quote not more than the contract price; failure to comply with this request will result in disqualification of bid.

3.33 TERMINATION- The City reserves the right to terminate this contract by written notice to the contractor effective the date specified in the notice should any of the following apply:

1. **Breach of Contract-** The contractor is determined by the City to be in breach of any of the terms and conditions of the contract and/or have failed to deliver/perform the goods/services in a manner satisfactory to the City. In the event the contractor is found to be in default:
 - (a) Any goods delivered will be returned without any restocking fee and contractor should immediately cease in delivering any pending orders, and
 - (b) Any services rendered, and labor and materials provided, by contractor up to the termination date will paid by the City.
2. **Termination for Convenience-** The City has determined that such termination will be in the best interest of the City to terminate the contract without just cause for its own convenience.
3. **Unavailability of Funds-** Funds is not available to cover the cost of the goods and/or services. The City's obligation is contingent upon the availability of funds.

The City will not be held responsible for any anticipated or actual loss of revenue due to the termination of this contract.

3.34 VARIATIONS OF SPECIFICATIONS- For purposes of bid evaluation, bidders must indicate any variance from bid specifications and/or conditions, no matter how slight. If variations are not stated on the Bid Certification Form, it will be assumed that the goods/services to be provided fully comply with the City's specifications.

3.35 CONE OF SILENCE- Prohibition on any communications between a potential offeror, bidder, lobbyist, consultant or City Commissioners and certain members of city staff regarding a particular Request for Proposal ("RFP"), Request for Qualifications ("RFQ"), Invitation for Bid ("IFB"), or any other advertised solicitation from the time a solicitation is advertised to contract award recommendation and does not include written communication on file with the City Clerk. See complete chapter on Cone of Silence on page # 32.

3.36 CODE OF ETHICS- Any attempt by City employees to realize personal gain by conduct inconsistent with proper discharge of their duties is a breach of public trust. Any effort to influence any public employee to breach the standards of ethical conduct set forth in this Article is also a breach of ethical standards. The provisions of City ordinances, county ordinances, and state statutes shall be strictly enforced to preserve the public trust. See complete chapter on Conflict of Interest and Code of Ethics on page #34.

City of Coral Gables, Florida

3.37 PROVISION FOR COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT- The bidder and all subcontractors shall comply with the Copeland "Anti-Kickback" Act 18 U.S.C. 874 as per the requirements noted in Special Provisions Section 1600, Paragraph 1.16"

3.38 AMERICANS WITH DISABILITY- As part of any bid, each vendor must submit an executed Americans with Disabilities Act Non-Discrimination Statement, in accordance with attesting to compliance with 42 U.S.C. Section 12101 et seq. (see section 8.0 "Forms).

3.39 COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY- The Bidder shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C. Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C. Section 12101 as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be the subject to discrimination under any program or activity which the bidder has agreed to undertake by the through the covenants, and provisions set forth in this Contract.

We/I, the undersigned, do hereby state that we/I have read and understood the General Terms & Conditions.

SIGNED: _____

TITLE: _____

Vice President

Christian Infante

Please type and Print name

COMPANY: _____

PM Security Service, Inc.

DATE: _____

1-23-09

4.0 City of Coral Gables Minimum Insurance Requirements

Pursuant to the City of Coral Gables Code, Chapter 2 - Administration, Sec. 2-1007 Insurance requirement, regulations shall be promulgated requiring the contractor and all subcontractors provide adequate insurance coverage for the duration of the contract. The Risk Management Division of the Human Resources Department has developed the following insurance requirements to protect the City of Coral Gables to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill its obligations and responsibilities to the taxpayers and the public.

Consequently, prior to award and in any event prior to commencing work, the Contractor shall procure, and provide the City with evidence of insurance coverage as required herein and name the City as an Additional Insured. The Contractor shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, and must submit these documents to the Risk Management Division of Human Resources Department for review and approval. The type of coverage required shall not be less than the following:

4.1) Insurer Requirements The Contractor and/or Vendor shall maintain, at its own cost and expense, the following types and amounts of insurance with insurers with rating of "A-" "VI" or better according to the A.M. Best rating guide as a minimum standard. The insurers providing coverage must be approved by the State of Florida and hold all of the required licenses in good standing to conduct business within the State of Florida. In addition, they must be acceptable to the City of Coral Gables Risk Management Division and/or the City Attorney's Office.

4.2) Type of Coverage & Limit of Liability Required

a. Workers' Compensation and Employers Liability Insurance covering all employees, subcontractors, and/or volunteers of the Contractor and/or Vendor engaged in the performance of the scope of work associated with this contract and/or agreement. The minimum limits of liability shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation insurance, with the following limits:

- i. Workers' Compensation - Coverage A
 - Statutory Limits (State or Federal Act)
- ii. Employers' Liability - Coverage B
 - \$1,000,000 Limit - Each Accident
 - \$1,000,000 Limit - Disease each Employee
 - \$1,000,000 Limit - Disease Policy Limit

b. Commercial General Liability Insurance written on an occurrence basis including, but not limited to; coverage for contractual liability, products and completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than:

- i. Each Occurrence Limit - \$1,000,000
- ii. Fire Damage Limit (Damage to rented premises) - \$100,000
- iii. Personal & Advertising Injury Limit - \$1,000,000
- iv. General Aggregate Limit - \$2,000,000
- v. Products & Completed Operations Aggregate Limit \$2,000,000

c. Business Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Contract, with a combined single limit of liability for bodily injury and property damage of not less than:

City of Coral Gables, Florida

- i. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
- ii. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
- iii. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

d. Property Insurance is required only when the contractor is in the care, custody or control of City owned property. Coverage will be provided for loss or damage by fire, lightning, windstorm and against loss or damage by all other risks (including transit) covered by the broadest Property Coverage Form commercially available, including the expense of the removal of debris of such property as a result of damage by an insured peril. The insurance shall be written on a replacement cost basis, which is hereby defined as the cost of replacing the property insured without deduction for depreciation or wear and tear. Every attempt will be made to have coverage provided on an "Agreed Value" basis "Not subject to a Co-Insurance Clause" or the "Co-Insurance Clause" must be waived by endorsement and the limit of insurance must be for an amount equal to the total replacement cost of the property being insured. If the contract is related to construction, a Builders Risk policy and/or an Installation Floater may be required to meet the above requirements.

4.3) Minimum Required Form of Coverage (shall be at least as broad as):

a. Workers Compensation

The standard form approved by the State of Jurisdiction

b. Commercial General Liability

ISO (Insurance Services Office, Inc.) Commercial General Liability coverage ("occurrence" Form CG 0001) or its equivalent. "Claims made" form is unacceptable except for professional or environmental liability coverage.

c. Commercial Auto Liability

ISO (Insurance Services Office, Inc.) Commercial Auto Liability coverage (form CA 0001) or its equivalent

d. Property Insurance

As a minimum standard, the ISO (Insurance Services Office, Inc.) CP 0010 - Building and Personal Property Form along with the CP 1030 - Special Perils Coverage Form or their equivalents must be used.

4.4) Required Endorsements

a. Special Municipality Endorsement for the City of Coral Gables

b. Or the following endorsements with City approved language

i. Additional Insured

ii. Waiver of Subrogation

iii. 30 Day Notice of cancellation or non-renewal

Notice must be addressed as follows:

CITY OF CORAL GABLES
RISK MANAGEMENT DIVISION
2801 SALZEDO STREET, SECOND FLOOR
CORAL GABLES, FL 33134

iv. Primary & Non-contributory

v. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the City.

vi. The City of Coral Gables shall be named as a **Loss Payee** on all Property and/or Inland Marine Policies as their interest may appear.

City of Coral Gables, Florida

4.5) Verification of Coverage

a. Certificate of Insurance acceptable to the City of Coral Gables Risk Management Division or City Attorney's Office. All of the provisions above must be met and evidenced on the certificate of insurance and copies of all endorsements must be received by the Risk Management Department within 30 days of the issue date of the certificate of insurance.

i. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

ii. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

iii. The city reserves the right to require additional insurance requirements at any time during the course of the agreement

4.6) Waiver of Insurance Requirements Should the Contractor or Vendor not be able to comply with any of these insurance requirements for any reason, the contractor and/or vendor must write a letter to the Risk Management division on their letter head requesting that a waiver of insurance requirement be granted. The requested waiver will be evaluated by the Risk Management division and forwarded to the City Attorney for evaluation.

The Contractor and/or Vendor is encouraged review their individual insurance needs with their insurance agents/brokers regularly to determine the adequacy of the coverage and the limits of liability that are being purchased. In certain circumstances, the City of Coral Gables will require additional insurance to respond to the hold harmless and indemnification clauses you have executed with the City of Coral Gables. Based on the nature of the work performed, the City of Coral Gables will determine what additional types of insurance and/or higher limits of liability are required to be obtained.

We/I, the undersigned, do hereby state that we/I have read and understood the City of Coral Gables Minimum Insurance Requirements

SIGNED: _____

TITLE: _____

Vice President

Christian Infante

Please type or Print Name:

COMPANY: _____

PM Security Service, Inc.

DATE: _____

1-23-09

**SPECIAL MUNICIPALITY ENDORSEMENT****For the City of Coral Gables****ENDORSEMENT #****DATE ISSUED****1. PRODUCER INFORMATION**

Agent: _____
License #: _____
Agency: _____
Mailing Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email address: _____

3. POLICY INFORMATION

Endorsement Effective Date : _____ (12:01 A.M.)
Policy Number: _____
Policy Period: _____ to _____
Name of Insurer: _____
Name of MGA/Broker: _____
Mailing Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____

2. NAMED INSURED INFORMATION

Named Insured: _____
DBA's: _____
Mailing Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Legal Entity: ☐ Individual ☐ Partnership
☐ LLC ☐ Corp ☐ Other: _____

4. TYPE OF INSURANCE (select the applicable coverage)

☐ General Liability ☐ Auto Liability ☐ Excess/Umbrella

5. APPLICABILITY

This insurance pertains to the operations, activities, and/or tenancy of the Named Insured under all written agreements and permits in force with the City of Coral Gables unless checked here ☐ If the box above is marked, only the following specific agreements, leases, and/or permits with the City of Coral Gables, are covered: _____

6. GENERAL LIABILITY (Select all that apply)

- ☐ Commercial General Liability
☐ Owners And Contractors Protective (OCP)
☐ Other: _____
☐ Claims Made Form ☐ Occurrence Form
☐ Loss adjustment is included within the limit
☐ Underground & Collapse Hazard Included
☐ Deductible \$ _____
☐ Applies per Occurrence ☐ Applies per Claim
☐ Self-Insured Retention \$ _____
☐ Applies per Occurrence ☐ Applies per Claim
☐ Stop-Loss/Aggregate \$ _____
☐ Retroactive Date: _____
☐ _____

LIMITS

Each Occurrence \$ _____
Damage To Rented Premises \$ _____
Medical Expense \$ _____
Personal & Advertising Injury \$ _____
General Aggregate \$ _____
Products - Comp/Op Aggregate \$ _____
Employee Benefits E&O \$ _____
Hired & Non-Owned Auto \$ _____
Professional Liability \$ _____

(Select at least one of the following)

- ☐ General Aggregate Limit Applies Per Project
☐ General Aggregate Limit Applies Per Location
☐ General Aggregate Limit Applies Per Policy

7. AUTO LIABILITY (Select all that apply)

- ☐ Any Auto
☐ All Owned Autos (PPT)
☐ All Owned Autos (Other Than PPT)
☐ Scheduled Autos
☐ Hired Autos ☐ Non-Owned Autos

LIMITS

Combined Single Limit (each accident) \$ _____
Bodily Injury (Per Person) \$ _____
Bodily Injury (Per Accident) \$ _____
Property Damage \$ _____

☐ D.O.C. Coverage Included ☐ Broadened PIP Included

ENDORSEMENT HOLDER

City of Coral Gables
Risk Management Division
2801 Salzedo Street, Second Floor
Coral Gables, Florida 33134
305-460-5528 Phone
305-460-5518 Fax
msparber@coralgables.com

AUTHORIZED REPRESENTATIVE

☐ Agent/Broker ☐ Underwriter ☐ Other: _____

I, _____ (print or type name) warrant that I have binding authority with the above named insurance company and that by signing this endorsement, I am warranting that the insurance company named on this endorsement has authorized me to amend this policy as indicated herein.

Signature of Authorized Representative or Licensed Agent /Broker

**SPECIAL MUNICIPALITY ENDORSEMENT****For the City of Coral Gables****ENDORSEMENT #****DATE ISSUED****8. EXCESS/UMBRELLA****LIMITS**

- ☐ Following Form
☐ Umbrella Liability
☐ Other: _____
☐ Claims-Made Form
☐ Occurrence Form
☐ Loss adjustment is included within the limit
☐ Underground & Collapse Hazard Included

Each Occurrence \$ _____
Excess Of \$ _____
Aggregate \$ _____
☐ Self-Insured Retention Amount \$ _____
☐ Applies per Occurrence
☐ Applies per Claim
☐ Stop-Loss/Aggregate Amount \$ _____

9. LIST OF UNDERLYING INSURANCE

Insurer	Policy #	Limits

10. EXCLUSIONS & ENDORSEMENTS (Listing)

List all endorsements attached to this policy here or provide a list of all endorsements attached to this policy as Exhibit A.

11. CLAIMS REPORTING (for all types of insurance)

List the Insurer's Claims Representative to report any claims to.

Company Name: _____

Mailing Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

Email: _____

This endorsement forms a part of the Policy to which it is attached and does not change any provisions, conditions or declarations of the Policy other than as stated herein:

12. ADDITIONAL INTEREST - The City of Coral Gables, its officials, agents, and employees as their additional interest may appear with regard to liability and defense of suits arising from the operations, uses, occupancies, acts, activities, (ownership, maintenance or use of vehicles) by or on behalf of the Named Insured

13. WAIVER OF SUBROGATION - All rights of subrogation have been waived by the insurance carrier issuing this endorsement in favor of the City of Coral Gables

14. CONTRIBUTION NOT REQUIRED - The insurance or self insurance program of the City of Coral Gables shall be excess and shall not contribute in any way

15. SEPARATION OF INSUREDS - This insurance applies separately to each insured against whom claim is made or litigated except with respect to the limits

16. CANCELLATION NOTICE - If the Insurer elects to cancel this insurance policy before the expiration date shown above, or declines to renew a continuous policy, or reduces the stated limits of the policy other than by the impairment of an aggregate limit, the Insurer will, with respect to the City's interests, provide the City of Coral Gables at least thirty (30) days prior written notice of cancellation, non-renewal or other change in the policy. Notice will be made by receipted delivery and addressed as follows:

RISK MANAGEMENT DIVISION, 2801 SALZEDO STREET, SECOND FLOOR, CORAL GABLES, FLORIDA 33134

It is understood, however, that this notice to the City shall not affect the Insurer's right to give a lesser notice to the Named Insured in the event of nonpayment of premium.

ENDORSEMENT HOLDER**AUTHORIZED REPRESENTATIVE**

City of Coral Gables
Risk Management Division
2801 Salzedo Street, Second Floor
Coral Gables, Florida 33134
305-460-5528 Phone
305-460-5518 Fax
msparben@coralgables.com

☐ Broker/Agent ☐ Underwriter ☐ Other: _____

I, _____ (print or type name) warrant that I have binding authority with the above named insurance company and that by signing this endorsement, I am warranting that the insurance company named on this endorsement has authorized me to amend this policy as indicated herein.

Signature of Authorized Representative or Licensed Agent /Broker



CITY OF CORAL GABLES
CHECK LIST OF THE REQUIRED DOCUMENTS THAT MUST BE SUBMITTED
FOR THE VERIFICATION OF INSURANCE COVERAGE

NAME OF THE INDIVIDUAL OR ENTITY:

CITY DEPARTMENT:

NAME OF THE CONTRACT MANAGER:

GENERAL LIABILITY INSURANCE

- ☐ A Certificate of Insurance where the named insured exactly matches the name of the individual and/or entity that the City of Coral Gables intends to enter or has entered into a contract or an agreement with.
- ☐ The Certificate Holder reads as follows:
City of Coral Gables - Attn: Risk Management Division
2801 Salzedo Street, 2nd Floor • Coral Gables, FL 33134
- ☐ The Certificate of Insurance states in the remarks section that for the coverage evidenced, the City of Coral Gables is an additional insured, a waiver of subrogation is included, and the policies are primary & non-contributory.
- ☐ The Certificate of Insurance evidences that a 30 day notice of cancellation/non-renewal endorsement has been added to the policy in favor of the City of Coral Gables
- ☐ A copy of the Additional Insured Endorsement for the General Liability policy has been provided
- ☐ A copy of the Waiver of Subrogation Endorsement for the General Liability policy has been provided
- ☐ A copy of the Primary and Non-contributory Endorsement for the General Liability policy has been provided
- ☐ A copy of the 30 day notice of cancellation/non-renewal endorsement for the General Liability policy has been provided

AUTOMOBILE LIABILITY INSURANCE

- ☐ A Certificate of Insurance where the named insured exactly matches the name of the individual and/or entity that the City of Coral Gables intends to enter or has entered into a contract or an agreement with.
- ☐ The Certificate Holder reads as follows:
City of Coral Gables - Attn: Risk Management Division
2801 Salzedo Street, 2nd Floor • Coral Gables, FL 33134
- ☐ The Certificate of Insurance states in the remarks section that for the coverage evidenced; the City of Coral Gables is an additional insured, a waiver of subrogation is included, and the policies are primary & non-contributory.
- ☐ The Certificate of Insurance evidences that a 30 day notice of cancellation/non-renewal endorsement has been added to the policy in favor of the City of Coral Gables
- ☐ A copy of the Additional Insured Endorsement for the Automobile Liability policy has been provided
- ☐ A copy of the Waiver of Subrogation Endorsement for the Automobile Liability policy has been provided
- ☐ A copy of the Primary and Non-contributory Endorsement for the Automobile Liability policy has been provided
- ☐ A copy of the 30 day notice of cancellation/non-renewal endorsement for the Automobile Liability policy has been provided

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

- ☐ A Certificate of Insurance where the named insured exactly matches the name of the individual and/or entity that the City of Coral Gables intends to enter or has entered into a contract or an agreement with.
- ☐ The Certificate Holder reads as follows:
City of Coral Gables - Attn: Risk Management Division
2801 Salzedo Street, 2nd Floor • Coral Gables, FL 33134
- ☐ The Certificate of Insurance states in the remarks section that a waiver of subrogation has been provided
- ☐ The Certificate of Insurance evidences that a 30 day notice of cancellation/non-renewal endorsement has been added to the policy in favor of the City of Coral Gables
- ☐ A copy of the Waiver of Subrogation Endorsement for the Workers Compensation policy has been provided
- ☐ A copy of the 30 day notice of cancellation/non-renewal endorsement for the Workers Compensation policy has been provided

CITY OF CORAL GABLES

SECTION 5.0
SPECIAL CONDITIONS & REQUIRED PROCEDURES

CITY OF CORAL GABLES

PUBLIC WORKS DEPARTMENT

5.0 SPECIAL CONDITIONS & REQUIRED PROCEDURES

This document is an outline of the requirements for the submittal of a Bid for all labor, materials, equipment and supervision required to perform security guard services for the City of Coral Gables.

5.1 BASIS OF AWARD:

5.1.1 Cost of Contract:

The City will evaluate the cost of services of the company(s) that meets the requirements as stated in this document. Prices will be stated in the following manner:

1. Standard Shift: The total hours of the standard shift of the maintenance facility
2. Holidays: Charges for City recognized holidays
3. Special Assignment: Charges for guard services for temporary of other site assignments as described in this document.

For the purpose of consideration of the proposed cost of services, the following estimate will be used.

The estimated hours are solely for the purpose of analyzing the cost of services proposed and it is not the actual or implied hours of service.

1. Standard Shift: 168 hours/week (8,736 hours/year per guard)
2. Holidays: 264 (11 days x 24 hours per guard)
3. Special Assignment: 500 hours

5.1.2 Price Quotes

The Company submitting bids shall submit the bid with labor rates in the manner described in the price section of this document.

Additional Facilities – Should the City elect to add facilities to the contract, to have security guard services provided, that are not on the original contract, the City may do so by requesting the services of the company for the specific facility. The City shall notify the company of the intent to request services in writing. The company may provide the City with these additional services by providing an Addendum to the contract.

This Addendum shall be established by letter of agreement between the City and the Company. The price of additional services shall be based on the same rate as the standard services provided under this contract. Under no circumstance shall the price of the additional facility services exceed the rate of services provided under the standard contract agreement.

5.2 PRICE VALIDITY:

A minimum wage increase allowance may be considered since this contract has the potential of being five (5) year contract.

5.3 VENDOR LICENSE:

The Company submitting the bid must meet all licensing requirements pertaining to said work.

5.3.1 Company Minimum Qualifications - The Company must have:

1. Minimum five years in the security guard business
2. An office location in the Dade/Broward Florida area

3. A current valid license as a security guard company
4. Adequate staffing to meet the contract requirements
5. A Florida Corporation
6. Bondable (see Section 3.0 General Conditions)
7. Insurance requirements (see Section 4.0 Minimum Insurance Requirements)

5.4 AUTHORITY:

The City's representative, Public Works Department having authority to make decisions as to work required, method of work, or any other decision required for the performance of the contracted work, shall be the City of Coral Gables and shall include the Public Works Department Director and the designated representative. The primary contact for working with the City shall be through the Facilities Division of the Public Works Department. All routine communications and instructions will be through this Division. The Assistant Public Works Director will oversee the actual contract between the Company and the City of Coral Gables, and will be the authorized designated representative of the Public Works Department. A list of names and contact phone numbers will be provided to the Company after the award of contract.

5.5 CONTACT PERSONS:

The following names and positions shall be representatives of the City:

- | | |
|---|--------------|
| a. R. Alberto Delgado, Public Works Director | 305-460-5000 |
| b. Ron Van Eyk, Assistant Public Works Director | 305-460-5000 |
| c. Dallas Brown, Facilities Maintenance Division Superintendent | 305-460-5178 |

5.6 INVOICING/PAYMENT FOR SERVICE:

The Company shall invoice the City for services rendered on a monthly basis, following the month the services were performed. Each facility must be separately invoiced. Each additional work request that is in addition to normally scheduled work under the contract must be separately invoiced. Each invoice shall contain the following information:

1. Dates of work billed
2. Location of work or facility name
3. Type of work, i.e. monthly service or specific special request
4. Hours billed
5. Amount of invoice
6. Purchase order number
7. Work order number for special requested service

All payments shall be made on a monthly basis for services rendered for said month as invoiced. The City shall make no advance payments of any kind.

All invoices must clearly indicate the services rendered, site location, the dates the services were provided, hours worked, amount of the invoice, and the number of persons who performed the work.

The invoices shall be sent to the Public Works Department, where they will be reviewed then the invoice will be forwarded to the Finance Department for payment. Any questions or disputes concerning the invoices should be directed first to the Public Works Department to be resolved or to the Finance Department when questioning or receiving payments for invoices submitted.

5.7 ADDITIONAL WORK - SPECIAL REQUESTS:

The City may request special services that extend outside the scope of work for this contract. The Company shall be issued a work order (Exhibit A) for this request. The work order will authorize the Company to perform the work.

The Company shall invoice the City separately for additional requested work. The invoice will include all required billing information in addition to the work order number authorizing the work. The invoice must include the actual hours and material billed as well as a description of work performed.

5.8 TERMINATION OF CONTRACT:

1. Either party may terminate the contract by giving thirty (30) calendar days written notice to the other party.
2. The City reserves the right to terminate this contract should the Company violate the scope of work in any of the Guard Duties outlined in Section 6.0 of the contract without correction within 48 hours of notice of violation.
3. The City reserves the right to terminate this contract should the Company be found guilty for violating any laws or conducting any business that may be deemed illegal or improper or not within the realm of standard business practices.

5.9 PHYSICAL DAMAGES:

Any and all damages to any facility or the contents of both interior and exterior of all facilities that is caused by the Company's employees shall be liable to the Company. The Public Works Department shall inform the Company of the cost for repair or replacement of any damaged items. This notification will be done through letter with the cost billed to the Company, clearly outlined. The Company's employees are required to immediately report any damages to the Public Works Department, or the City's designated representatives.

5.10 HOLIDAYS:

The Company shall observe the Holidays that the City observes. Any changes on City observed Holidays will be provided by the City. No services will be required on Holidays. Should the Contractor do work on any of the City's Holidays, either as a Special Request or to complete a task that the Company is responsible for, there shall be no additional money paid to the Company for working on Holidays.

The Holidays recognized by the City are as follows:

- | | |
|-----------------|------------------------|
| 1. January 1 | New Year's Day |
| 2. January | Martin Luther King Day |
| 3. January | Presidents Day |
| 4. May | Memorial Day |
| 5. July 4 | Independence Day |
| 6. September | Labor Day |
| 7. November | Veteran's Day |
| 8. November | Thanksgiving Day |
| 9. November | Day after Thanksgiving |
| 10. December 24 | Day before Christmas |
| 11. December 25 | Christmas Day |

5.11 SAFETY:

The Company shall require their employees to perform all tasks in a safe manner. The Company will supply the employees with necessary protective items such as gloves, safety goggles, and so forth, when necessary to use these items, based on the nature of the task being performed. The company's employees shall at all times, wear proper shoes and clothing suitable for the type of work being performed. The employees will be required to wear Company uniforms and these uniforms must meet any and all practical safety standards.

Accident Reports: Any accident or injury that occurs to an employee of the Company, the Company shall notify the Public Works Department immediately, or as soon as possible of the accident and report all details of the accident. The City will complete an Accident Report (Exhibit B.2) with the information provided by the employee, as well as

the City's investigation of the accident. This report will be kept on file in the City's Human Resources Department, Risk Management Division.

5.12 NOTICE OF AWARD:

Prior to the start of providing such services, there will be a Review Procedure Meeting between the Public Works Department's authorized representative and the Company, to clarify and correct any items not clearly identified or defined. The results of this meeting, should they affect any of the items listed in this bid document, or should the result be changed in any of the procedures, will be addressed and clarified by the use of Addendums.

5.13 LENGTH OF CONTRACT:

The contract shall remain in effect for an initial period of two (2) years with an option to renew for three (3) additional one (1) year periods; provided there are no increases in the amount of the total contract price.

5.15 MODIFICATION OR CHANGES IN PURCHASE ORDERS AND CONTRACTS:

The City may make adjustments to the contract in the way of modifications, additions, deletions, clarifications, or changing any of the established procedures, by the use of a Change Order. All Change Orders will stipulate the changes to the contract and effective date.

5.16 VENDOR PERFORMANCE FORM:

A Vendor Performance Evaluation form (Exhibit D) will be used by the City to insure receipt of quality service(s). On a quarterly basis, the Contract Administrator will rate the contractor on performance and adherence to the requirements of the contract. The contractor will receive a copy at which time the contractor will either improve work performance or continue providing acceptable service.

We, the undersigned, do hereby state that we have read and understood all items in the Special Conditions & Required Procedures.

SIGNED: _____

Please sign and print or type name

TITLE: _____

Vice President

COMPANY: _____

PM Security Service, Inc.

DATE: *1-23-09*

CITY OF CORAL GABLES

SECTION 6.0
SCOPE OF WORK

CITY OF CORAL GABLES
PUBLIC WORKS DEPARTMENT

6.0 SCOPE OF WORK

To provide uniformed Security Guard Services during off-hours for the complex site. Provide after hours protection with the intent to deter any theft, vandalism, trespassers, or any activity which may damage, disrupt or interfere with operation of the facilities.

6.1 GUARD DUTIES:

There are three types of guard positions/duties, which are as follows:

6.1.1 Guard One: The officer stationed at the security guard station at the entrance to the Maintenance Storage Facility.

- a. Check main entrance gate, close gate at start of shift.
- b. Monitor City vehicles that enter compound after hours for fuel, or any items that are work related, (fueling located at Maintenance Storage Facility).
- c. Monitor all employees entering complex after hours and maintain documentation of employees.

The vehicles and employee(s) entering the complex shall be properly identified through use of the identification form and shall include the following:

- a. Vehicles shall be recorded as to the identification number if it is a City vehicle or the vehicle license tag number if a non-City vehicle.
- b. Gables employee identification card, which is issued by the City of Coral Gables to the employee and contains the employee's photograph and identification information.
- c. The information reported shall be employee's name, employee's identification number, the Department the employee works for, position employee holds and the purpose for entering the complex.

6.1.2 Guard Two: The officer assigned as a roaming guard that patrols the Maintenance Storage Facility.

- a. Patrol complex continuously.
- b. Check to assure all building doors are locked and secure for each building within the complex.
- c. Record any and all maintenance items on proper maintenance form requests (Exhibit A) for any items requiring attention such as burned out area lighting.
- d. Complete forms (Exhibit B & B.1) for any incident. Notify proper persons for any emergency or incident. (A list of names of persons and telephone numbers for emergency contract will be provided by City).
- e. Maintain an active daily patrol log.

6.1.3 Guard Three: *Special Assignment Officers* These officers are through special request that will include special instructions at various locations throughout the City. The guards will perform security guard services for special events, special meetings, guarding construction sites, or any service requested for any duration required on an as needed basis.

6.1.4 Special Assignment Officers: The City may request special guard services. These services may be at any location throughout the City. These services typically will be in one of the following areas.

1. Meetings: includes, but not limited to meetings of City Boards/Committees. City Commission Meetings, at various locations.
2. Special Events: includes, but not limited to special meetings, functions, parties, receptions and holiday events.
3. City Construction Sites: includes, but not limited to facility constructions, road

- Improvements, utility projects, and right-of-way construction.
4. Facility Maintenance Projects: includes, but not limited to, facility remodeling, facility pest control, facility cleaning projects.

All work may be performed during business hours, after hours, weekends, including holidays depending on conditions. The company will provide guards as requested for the duration requested. The City will inform the company of the time, dates and specific duties of the officers and number of officers when requesting service. The company will bill the City per hour, per officer for services provided.

6.2 ADDITIONAL INSTRUCTIONS:

No persons are to be permitted into the property except City of Coral Gables employees with the proper identification, or the Contractor's supervisory personnel. The Public Works Right-of-Way Division has four (4) employees who operate street sweepers: These persons complete their shift at approximately 6:30 a.m. and will be exiting the site at that time. City vehicles may enter the site for refueling. **THESE ARE THE ONLY EXCEPTIONS.** The officer will not attempt to apprehend any trespassers or non-identifiable persons on the property. In such cases, the Officer will contact Miami-Dade County Police Department. In addition, the officer will immediately contract the City of Coral Gables Police Department informing them of such incident and advise that Miami-Dade County Police Department was notified.

The Officer will not leave the property until the end of shift or unless relieved by another Officer.

6.2.1 Guardhouse Station: The facility includes a Guardhouse Station building at the entrance to the complex. The Security Guard stationed here will be responsible for the following:

- a. The Security Guard will be stationary in the Guardhouse facility. The Security Guard will monitor the entry gate and log in all authorized persons for entry. The Security Guard will keep a log of the persons entering the site, to include vehicle tag number, vehicle type, persons name, time, and date. Persons entering the property that are employees of the City, must show their employee identification badge and the identification number will be included in the log.

6.2.2 Surveillance Cameras: The City has installed closed circuit surveillance cameras. The survey the exterior of the site and display through monitors in the Security Guardhouse Station. The Security Guard will utilize these displays to monitor the complex. The Security Officer will notify the Miami-Dade Police Department of any intruders. The Security Officer will also notify the City of Coral Gables Police Department as well. The City will provide instructions on the use of the video monitoring system.

These instructions are subject to change or modification as needed.

6.3 WORK SCHEDULE:

The proposing Contractor shall provide Security Guard Services for the following hours:

1. Guard One: Monday through Sunday 24 hours/day, seven days/week, including holidays.
2. Guard Two: Monday through Friday 5:30 p.m. to 7:30 a.m., Saturday & Sunday 24 hours, City Holidays 24 hours.
3. Special Assignment Officers: As requested.

6.3.1 Guard Shift Requirements: Security guards may work up to 12 hours per shift; no guard may work beyond 12 hours.

6.4 CONTRACTOR SUPPLIED EQUIPMENTS:

The Contractor shall supply the guard with the following:

1. Guard Uniform: dark blue pants and shirt, dark blue jacket
2. Badge: gold badge with the word security guard etched
3. Flashlight
4. Contractor Portable Radio: capable of transmission to and from Contractor base station, and area supervisor portable radio

6.5 CITY SUPPLIED EQUIPMENT:

Equipment furnished by the City shall remain the property of the City and shall be for the use of the Officer on duty. The City shall be notified at the end of the shift of any damage or problem with any of the equipment. The City will supply their Contractor employees with the following operational equipment:

1. Radio: hand held radio on the City frequency to transmit to the City's Police Department for emergency contact.
2. Telephone for emergency contact to the City, Coral Gables Police or Fire Department.
3. City's reports blank forms

6.6 FIXED EQUIPMENT:

1. Area lighting which will remain on during off-duty hours.
2. Portable fire extinguishers which will be made available at several locations within the complex that will be identified to the Contractor.
3. Alarm at front entrance to the Maintenance and Storage Facility site, which will alert Officer when a vehicle enters the complex.
4. Active/Reset perimeter alarm at Waste Collection truck compound and warehouse area, which will alert the Officer when a vehicle enters the complex.

6.7 OFFICER REQUIREMENTS:

The Security Officer assigned to each facility must:

1. Possess a valid Florida Driver's License.
2. Possess a valid Guard's License issued by the Florida Department of State.
3. Be able to read and, write and speak English fluently.

The Contractor will furnish a list of Officers assigned to the facility with the following information:

1. Guard's name.
2. Guard's license number and expiration date.
3. Guard's driver's license number.
4. A current photograph of Guard.

All assigned Officers and schedules are subject to approval by the City of Coral Gables Public Works Department.

Schedules are to be maintained by the Contractor with a weekly written schedule provided one week in advance to the City of Coral Gables Public Works Department's authorized representative.

6.8 FORMS TO BE PROVIDED BY CONTRACTOR:

1. Daily attendance sheet with Guard's identification and signature.
2. Daily patrol log.

6.9 ARMS:

The Security Officer will not carry firearms.

6.10 UNIFORMS:

The Contractor shall furnish all uniforms and accessories.

6.11 CONDUCT:

While the assigned Security Officer is not an employee of the City of Coral Gables, the professional attitude and behavior of the assigned Security Officer must be in compliance with the same guide of conduct which is required of the City of Coral Gables employees.

6.12 CONTRACTOR QUALIFICATIONS:

The Contractor submitting the proposal must be a company or corporation this is licensed and permitted to provide security services in the State of Florida.

It shall be the responsibility of the Company to obtain **any and all** required licenses and permits for conducting a Security Guard service business, which may be required by the State of Florida, Miami-Dade County, or the City of Coral Gables.

SAMPLE

MAINTENANCE WORK ORDERS
MAINTENANCE DIVISION

EXHIBIT A

SAMPLE

WO# _____ DATE: _____

Submitted By: _____ Priority: _____

Facility: _____

Assigned to: _____ Shop: _____

Project: _____

Request: _____

MAINTENANCE WORK ORDERS
MAINTENANCE DIVISION

WO# _____ DATE: _____

Submitted By: _____ Priority: _____

Facility: _____

Assigned to: _____ Shop: _____

Project: _____

Request: _____

INCIDENT REPORT

TODAY'S DATE: _____ CASE# _____

EMPLOYEES NAME: _____ EMPL:# _____

TYPE OF INCIDENT: (theft, lost items, property damage, vehicle damage, etc: _____)

DATE OF INCIDENT: _____ TIME: _____

PROPERTY/FACILITY: _____ WHAT WAS DAMAGED: _____

LOCATION OF INCIDENT: _____

PERSONS CALLED TO SCENE: Police _____ Ins/Safety _____ City Crew _____

VEHC. INVOLVED TAG _____ DEPT/DIV. _____ VEHICLE. DRIVEABLE?

REPAIRS TO BE MADE BY CONTRACTOR/VENDOR OR IN-HOUSE:

CHARGABLE TO INSURANCE OR CONTRACTOR: _____

NAME OF CONTRACTOR/VENDOR RESPONSIBLE: _____

DESCRIBE INCIDENT (Items lost/stolen, how damage occurred, etc):

100

EMPLOYEE SIGNATURE / DATE

DEPARTMENT HEAD / DATE

ORIG.: Insurance & Safety

COPY: Dept. File

SAMPLE

EXHIBIT B.1

VEHICLE INCIDENT REPORT

TODAY'S DATE: _____ CASE: _____

DEPARTMENT: _____ DIVISION: _____

EMPLOYEES NAME: _____ EMPL:# _____

TYPE OF INCIDENT: _____ DATE OF INCIDENT: _____ TIME: _____

PROPERTY: _____

LOCATION OF INCIDENT: _____

PERSONS CALLED TO SCENE:

POLICE: _____ INSR/SAFETY: _____ RESCUE _____

AMBLUANCE : _____ CITY CREW : _____

VEH. INVOLVED: _____ VEH #: _____ DEPT/DIV: _____

VEH.DRIVABLE? : _____

DESCRIBE INCIDENT: _____

I have read this report and agree as true:

EMPL. SIGN DATE

I have read this report with employee.

SUPV. SIGN DATE

I have reviewed this report w/ Supv

DEPT. HEAD DATE

ORIG.: Insurance & Safety

COPY: Dept. File

SAMPLE

EXHIBIT B.2

ACCIDENT REPORT

TODAY'S DATE: _____ CASE: _____

EMPLOYEES: _____ EMPL.# _____

TYPE OF ACCIDENT: _____

DATE OF ACCIDENT: _____ TIME: _____

PROPERTY: _____

LOCATION OF ACCIDENT: _____

PERSONS CALLED TO SCENE: _____

POLICE INSR/SAFETY _____ RESCUE _____

AMBLUANCE _____

CITY CREW NOTIFIED: _____

VEHC. INVOLVED TAG _____ DEPT/DIV: _____

VEH. DRIVEABLE: _____ TO MOTORPOOL: _____

DESCRIBE INCIDENT: _____

I have read this report and agree as true: _____
EMPL. SIGN DATE

I have read this report with employee: _____
SUPV. SIGN DATE

I have reviewed this report w/ Supv; _____
DEPT. HEAD DATE

ORIG.: Insurance & Safety

COPY: Dept. File

ACCIDENT INCIDENT REPORT

LOCATION CODE
(1)
THIS ACCIDENT RESULTED IN:
<input type="checkbox"/> BODILY INJURY
<input type="checkbox"/> PROPERTY DAMAGE
(2)

TYPE OF ACCIDENT / INCIDENT (3)		<input type="checkbox"/> LIABILITY <input type="checkbox"/> PROPERTY <input type="checkbox"/> VEHICLE	INS. CARRIER NOTIFIED (4) <input type="checkbox"/> SENT	STUDENT (5) <input type="checkbox"/> EMPLOYEE <input type="checkbox"/> CITIZEN	SCHOOL DEPT. _____ DIV. _____
ACCIDENT / INCIDENT (A)					
DATE OF INCIDENT (6)	TIME (7)	<input type="checkbox"/> AM <input type="checkbox"/> PM	LOCATION OF ACCIDENT / INCIDENT (8)		
PERSONS CALLED TO SCENE: (9)		POLICE <input type="checkbox"/>	INSURANCE & SAFETY (10) FIRE RESCUE <input type="checkbox"/>	SUPERVISOR (11) AMBULANCE <input type="checkbox"/>	CASE NUMBER (12)
CITY PROPERTY DAMAGE (AUTO) (B)					
EMPLOYEE'S NAME (OPERATOR) (13)		DRIVERS LICENSE NUMBER (14)		DEPT./DIV. (15)	
VEHICLE MAKE/TYPE (16)	YEAR (17)	CITY TAG (18)	VEHICLE NO. (19)	DESCRIPTION OF DAMAGE (CITY) (20)	
CLAIMANT (PROPERTY DAMAGE) (C)					
PROPERTY OWNERS NAME (21)		DRIVERS NAME (22)		TAG NUMBER (23)	PROPERTY OWNERS PHONE (24)
PROPERTY OWNERS ADDRESS (25)		CITY (26)	STATE (27)	ZIP CODE (28)	DESCRIBE DAMAGE TO PROPERTY (29)
CLAIMANT (BODILY INJURY) (D)					
NAME (30)		D.O.B. (31)	NATURE OF INJURY (32)		
ADDRESS (33)		CITY (34)	STATE (35)	ZIP CODE (36)	HOME PHONE (37)
FIRST AID (E)					
WAS FIRST AID ADMINISTERED (38) <input type="checkbox"/> YES <input type="checkbox"/> NO		IF YES, EXPLAIN TREATMENT, BY WHOM, INJURED WAS TAKEN WHERE? (39)			
WITNESSES OR OCCUPANTS OF CITY OR PRIVATE VEHICLES (F)					
NAME (40)		ADDRESS (41)		CITY (42)	STATE ZIP CODE PHONE (43)
NAME (44)		ADDRESS (45)		CITY (46)	STATE ZIP CODE PHONE (47)
DESCRIBE THE ACCIDENT (STATE ONLY KNOWN FACTS . USE ADDITIONAL SHEETS IF NECESSARY.) (G)					
I HAVE REVIEWED THIS REPORT WITH THE EMPLOYEE X EMPLOYEE SIGNATURE _____ TITLE _____ DATE _____ SUPERVISOR SIGNATURE _____ TITLE _____ DATE _____ I HAVE REVIEWED THIS REPORT WITH THE SUPERVISOR X DEPARTMENT HEAD SIGNATURE _____ TITLE _____ DATE _____					
ORIGINAL: RISK MANAGEMENT DIVISION COPY: DEPARTMENT FILE IF AUTO ACCIDENT: AUTOMOTIVE					

SAMPLE

City of Coral Gables, Florida

EXHIBIT D

City of Coral Gables Vendor Performance Evaluation

Date: _____ Department / Division: _____

Vendor Name: _____

Address: _____

Contact Person: _____ Telephone: _____

Resolution No.: _____ Resolution Date: _____

Good: _____ Services: _____ P.O. #: _____ Amount \$: _____

Contract Date: _____ Term of Contract: _____

Additional information: _____

For the past three months the goods and/or services provided have been:

Excellent: _____ Satisfactory: _____ Needs Improvement: _____ Unsatisfactory: _____

If goods and/or services need improvement or are unsatisfactory, please explain:

If applicable, please check your request to extend or not extend this contract: YES: _____ NO: _____

Evaluated by: _____
Name and Title Department Date

Reviewed by: _____
Name and Title Department Date

COMMENTS: Do you have recommendations on how to improve this contract? YES: _____ NO: _____

**IFB 2008.12.19
Security Guard Services**

**SECTION 7.0
FORMS**

All forms must be completed as required. Forms that do not apply to your organization, we ask you to submit them with a line across and the letters N/A (Not Applicable) written on it.

There are several forms that require your acknowledgement, it is very important that you read them very carefully and sign them at the bottom. These forms are as follows;

- **“Cone of Silence” *page 32***
 - **“Conflict of Interest and Code of Ethics” *page 34***
 - **“Formal Solicitations Protest” *page 42***
-
-

City of Coral Gables, Florida

PROCUREMENT DIVISION

SUBMITTED TO:

City of Coral Gables
Office of the Chief Procurement Officer
2800 SW 72 Avenue
Miami, Florida 33155

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter in a Contract with the CITY to perform and furnish all work as specified or indicated in the Proposal and Contract Documents for the Contract price and within the Contract time indicated in the Proposal and in accordance with the Other terms and conditions of the proposal and Contract Documents.
2. Proposer accepts and hereby incorporates by reference in this Proposal Response Form all of the terms and conditions of the Request for Proposal.
3. Proposer proposes to furnish all labor, services, and supervision for the work described in this Request for Proposal.
4. Acknowledgement is hereby made of the following Addenda, if any (identified by number) received since issuance of the Request for Proposal:

Addendum No. 1 Date 12/11/08
Addendum No. 2 Date 1/29/09
Addendum No. _____ Date _____

5. Proposer accepts the provisions of the Contract as to penalties in the event of failure to provide services as indicated.

6. Proposer correct legal name: PM Security Service, Inc.
Address: 9700 NW 79 Ave.
City/State/Zip: Miami, FL 33016
Telephone No./Fax No.: 305-818-1617 Fax 305-818-2428
Social Security or Federal I.D. No.: 65-0405101
Officer signing Proposals: Christian Infante Title: Vice President

SIGNED: [Signature] TITLE: Vice President
Please sign and type or Print Name:

COMPANY: PM Security Service, Inc. DATE: 1-23-09

City of Coral Gables, Florida

STATEMENT OF NO BID

NOTE: If you do not intend to submit a Response on this commodity or service, please return this form in the bid envelope on or before bid opening. Failure to submit a response after three (3) times, without a sufficient justification of "No Bid" will be cause for removal from the vendor/bidder's list.

City of Coral Gables
Procurement Division
2800 S.W. 72nd Avenue
Miami, FL 33155

We, the undersigned, have declined to submit a bid on your IFB for _____

- _____ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- _____ Insufficient time to respond to the Invitation for Bid.
- _____ We do not offer this product or service.
- _____ Our schedule would not permit us to perform.
- _____ We are unable to meet specifications.
- _____ We are unable to meet bond requirements.
- _____ Specifications are unclear (explain below).
- _____ We are unable to meet insurance requirements.
- _____ Remove us from your bidders' list for this commodity or service.
- _____ Other (specify below).

Remarks: _____ N/A _____

We understand that if this statement is not completed and returned, our company may be deleted from the City of Coral Gables bidders' list for this commodity or service.

Company Name: _____

Signature: _____

Title: _____

Telephone: _____

Date: _____

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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 City of Coral Gables
[print name of the public entity]
by Christian Infante, V.P.
[print individual's name and title]
for PM Security Service, Inc.
[print name of entity submitting sworn statement]
whose business address is
9700 NW 79 Ave.
Miami, 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 define in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and 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 of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury 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:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The 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 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 Proposals or applies to Proposal 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 management of an entity.

City of Coral Gables, Florida

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

CA Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any 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.

____ 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 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 (ONE) 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.

[Signature]
[signature]

Sworn to and subscribed before me this 4 day of February, 2009

Personally known Christian Infante

[Signature]

OR Produced identification _____

Notary Public - State of Florida

(Type of identification)

My commission expires Aug 26, 2011

NOTARY PUBLIC-STATE OF FLORIDA
Vanessa V. Herrera
Commission #DD70857
Expires: AUG. 26, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

Vanessa Herrera
(Printed, typed, or stamped
commissioned name of notary public)

CONE OF SILENCE

Sec. 2-1059. Cone of Silence, contracts for the provision of goods and service

(a) *Purpose and intent:* The requirements of section 2-11.1(t) ("Cone of Silence Ordinances") of the Code of Miami-Dade County, Florida, as amended, shall not be applicable to the city. It is the intent of this article to prevent potential vendors, bidders, offerors or service providers from communicating with city department heads, their staff or selection and evaluation committee members during the period of time in which the cone of silence is imposed. It is further the intent of this ordinance that commissioners communicate with only the city manager or city attorney during the time the cone of silence is imposed, unless the provisions of this section are waived by the city commission on a particular request for proposals ("RFP"), request for qualifications ("RFQ"), invitations for bids ("IFB").

(b) Cone of Silence is defined to mean a prohibition on:

(1) Any communication regarding a particular request for proposals ("RFP"), request for qualifications ("RFQ"), invitation for bids ("IFB") or any other advertised solicitation between a potential offeror, vendor, service provider, bidder, lobbyist, or consultant and city department heads, their staff, selection committee or evaluation committee members;

(2) Any communication regarding a particular request for proposals ("RFP"), request for qualifications ("RFQ"), invitation for bids ("IFB") or any other advertised solicitation between the city commissioners and city department heads, their staff, selection committee or evaluation committee members.

(c) *Applicability:*

(1) The cone of silence shall be applicable only to contracts for the provision of supplies, services and construction for amounts greater than \$25,000.00.

(2) The cone of silence shall not apply to informal bids as defined in the procurement code; emergency purchases of supplies, services or construction; any communications with the city attorney; duly noticed pre-bid or pre-proposal conferences; duly noticed site visits; inquiries to the city manager or assistant city managers to determine responsibility or responsiveness of bidders/offerors regarding a particular solicitation, or with regard to the process; written communications with the chief procurement officer or staff responsible for administering the procurement process for a particular solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation; sole source procurements; bid waivers; oral presentations during duly noticed meetings; competitive negotiations; public presentations made to the city commission during any duly noticed public meeting; contract negotiations and electronic commerce.

(d) The cone of silence shall not apply to communications between a city commissioner, the city manager, assistant city managers, the city clerk, and the city attorney.

(e) The cone of silence shall not apply to communications between a city commissioner, the city manager, assistant city managers, the city clerk, the city attorney, and potential offerors, vendors, service providers, lobbyists, or consultants.

(f) After the selection committee has submitted its written recommendations to the city manager, the city manager or assistant city manager may communicate with the chairperson of the committee on any and all matters relating to the recommendations. Should any change occur in the committee recommendation as a result of such communication, the content of the communication and of the corresponding change shall be described in writing and filed by the city manager with the city clerk, and be included in any recommendation submitted by the city manager to the city commission.

(g) *Procedure*

(1) *Imposition:* A cone of silence shall be imposed upon each request for proposals ("RFP"), request for qualifications ("RFQ"), invitation for bids ("IFB") and any other solicitation when advertised. At the time of imposition of the cone of silence, the city manager, or designee shall provide for public notice of the cone of silence and shall advise the affected department (s) in writing. Any public solicitation for supplies, services, or construction shall include a statement disclosing the requirements of this article.

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(2) *Termination:* Except as otherwise provided herein, the cone of silence shall terminate at the time of the city manager's approval of the award, or the city manager's written recommendation to the city commission, as may be applicable, is received by the city clerk, or at such time that bids or proposals are rejected by the city commission or the city manager; provided, however, that if the commission refers the city manager's recommendation back to the city manager or staff for further review, the cone of silence shall be re-imposed until such time as the city manager's subsequent written recommendation is received by the city clerk.

(h) *Penalties:* Violation of the cone of silence by a particular bidder or offeror shall render any award to said person voidable by the city commission. In addition to any other penalty provided by law, violation of any provision of this article by a city employee shall subject said employee to disciplinary action up to and including dismissal. Any person who violates a provision of this ordinance shall be prohibited from serving on a city competitive selection or evaluation committee unless such appointment is approved by a four-fifths vote of the city commission. A violation of this section by a particular bidder, offeror, lobbyist, or consultant shall subject such person or persons to potential debarment pursuant to the provisions of this chapter.

Proposer must complete, sign, and enclose Cone of Silence document, to ensure the proper intent to comply. Failures to complete, sign, and return this form may disqualify your response.

SIGNED: _____

TITLE: _____

Please sign and type or Print Name:

COMPANY: _____

DATE: _____

CONFLICT OF INTEREST AND CODE OF ETHICS*

Sec. 2-222. Designation

This article shall be designated and known as the "City of Coral Gables Conflict of Interest and Code of Ethics Ordinance". This article shall be applicable to all city personnel as defined below, and shall constitute a standard of ethical conduct and behavior for all autonomous personnel, quasijudicial personnel, advisory personnel, and departmental personnel. The provisions of this article shall be applied in a cumulative manner.

Sec. 2-223. Declaration of policy

Our government is a representative democracy. Those who are elected, appointed, hired, and volunteer or campaign to serve the public as representatives accept a public trust. The public entrusts its powers and resources to its servants to use only in the public interest. Public trust requires public servants to fulfill their public duties faithfully and honestly, and to subordinate any personal interest, which conflicts with the public interest. The city adopts the following ordinance to provide for specific guidelines for minimum ethical standards for public servants, officials, and employees.

Sec. 2-224. Purposes of article

The purpose of this article is to:

- (1) State principles of ethics that are to be applied to municipal public servants, beyond those required by the state and this article;
- (2) Inform public servants and the public of the minimum standards to which public servants and vendors must adhere;
- (3) Promote public confidence in the integrity of public servants;
- (4) Encourage members of the public to seek public office or employment, to serve on public boards, to assist public servants as volunteers and to take pride in participating in the governmental process;
- (5) Establish certain fair campaign practices; and
- (6) Establish penalties, as appropriate, for public servants who violate the public trust.

Sec. 2-225. Definitions

For the purposes of this article, the following terms, phrases and words shall have the meanings given herein. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given the meaning provided under either the county ethics ordinances or state ethics statutes and if no meaning is provided, then their common and ordinary meaning unless the context suggests otherwise.

Advisory personnel means the members of those city advisory boards and agencies whose sole or primary responsibility is to recommend legislation or give advice to the city commission such as the landscape beautification advisory board, library advisory board, traffic advisor board, board of adjustment, planning and zoning board and parks and recreation advisory board.

Autonomous personnel mean the members of autonomous authorities, boards, and agencies, such as the code enforcement board, the retirement board and the construction regulation board.

Benefit means anything:

- (1) Having a monetary value in excess of \$100.00;
- (2) Regardless of its monetary value, perceived or intended by either the one who offers it or the one to whom it is offered to be sufficient in value to influence a public servant in the performance or nonperformance of an official action; or
- (3) Regardless of its monetary value, which under the circumstances, a reasonably prudent person in the position of the public servant to whom the thing is or may be offered would recognize as being likely to be intended to influence the public servant in the performance or nonperformance of an official actions.

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The term "benefit" includes, but is not limited to, a valuable act, advance, award, contract, compensation, contribution, deposit, emolument, employment, favor, fee, forbearance, fringe benefit, privilege, promise, reward, remuneration, service, subscription, or the promise that any of these things will be conferred in the future.

Candidate means an individual who is a candidate for elective municipal office, as defined in the city Charter, or an applicant for an appointive municipal position.

Commissioners mean the mayor and the members of the city commission.

Compensation means to any money, gift, favor, thing of value or financial benefit conferred, or to be conferred, in return for services rendered or to be rendered.

Contribution is:

- (1) A gift, subscription, conveyance, deposit, loan, payment, or distribution of money or anything of value, including contributions in kind having an attributable monetary value.
- (2) A transfer of funds between political committees, between committees of continuous existence, or between a political committee and a committee of continuous existence.
- (3) The payment, by any person other than a candidate or political committee, of compensation for the personal services of another person which are rendered to a candidate or political committee without charge to the candidate or committee for such services.
- (4) The transfer of funds by a campaign treasurer or deputy campaign treasurer between a primary depository and a separate interest-bearing account or certificate of deposit, and the term includes any interest earned on such account or certificate.

Controlling financial interest means ownership, directly or indirectly, of ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership, or other business entity at the time of transacting business with the city.

Departmental personnel means the city clerk, the city manager, department heads, the city attorney, and all assistants to the city clerk, city manager and city attorney, however titled.

Employees means all persons, other than an elected public officer, employed and paid a salary to work for the city, whether full-time, part-time, or on a contract basis, and all volunteers notwithstanding the fact that they are unpaid. This article shall apply to independent contractors who perform services for the city as contract inspectors.

Immediate family means the spouse, parents, children, brothers and sisters of the person involved.

Quasijudicial personnel means the members of the encroachment committee, planning and zoning board, the board of adjustment, the code enforcement board and such other individuals, boards and agencies of the city as perform quasijudicial functions.

Transact any business means the purchase or sale by the city of specific goods or services for consideration and to submitting a bid, a proposal in response to a RFP, a statement of qualifications in response to a request by the city, or entering into contract negotiations for the provision on any goods or services, whichever first occurs.

Vendor means a person whether individually or through a corporation, who transacts business with the city, or has been approved by the city commission to transact business with the city, or is listed on the city manager, procurement department, or other city department's approved vendor list.

Sec. 2-226. Gifts.

(a) *Gift defined.* The term "gift" means the transfer of anything of economic value, whether in the form of money, service, loan, travel, entertainment, hospitality, item, or promise, or in any other form, without adequate and lawful consideration.

(b) *Exceptions.* The provisions of subsection (a) of this section shall not apply to:

- (1) Political contributions specifically authorized by state law;
- (2) Gifts from relatives or members of one's household, unless the person is a conduit on behalf of a third party to the delivery of a gift that is prohibited under subsection (c) of this section;

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(3) Awards for professional or civic achievement;

(4) Material such as books, reports, periodicals or pamphlets either solely informational or of an advertising nature.

(c) *Prohibitions.* A person described in section 2-225 shall neither solicit nor demand any gift. It is also unlawful for any person or entity to offer, give, or agree to give to any person included in the terms defined in section 2-225, to accept or agree to accept from another person or entity, any gift for or because of:

(1) An official public action taken, or to be taken, or which could be taken, or an omission or failure to take a public action;

(2) A legal duty performed or to be performed, or which could be performed, or an omission or failure to perform a legal duty;

(3) A legal duty violated or to be violated, or which could be violated by any person included in the term defined in section 2-225; or

(4) Attendance or absence from a public meeting at which official action is to be taken.

(d) *Disclosure.* All advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, immediate family, and quasijudicial personnel shall disclose any gift, or series of gifts from any person or entity, having a value in excess of \$25.00. The disclosure shall be made by filing a copy of the disclosure form required by F.S. ch. 112 for "local officers" with the city clerk simultaneously with the filing of the form with the city clerk, the county clerk, and the secretary of state.

Sec. 2-227. Exploitation of official position prohibited.

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel shall use or attempt to use an official position to secure special privileges or exemptions for that person or others except as may be specifically permitted by other ordinances and resolutions previously adopted or hereafter adopted by the city commission.

Sec. 2-228. Prohibition on use of confidential information

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel shall accept employment or engage in any business or professional activity which one might reasonably expect would require or induce one to disclose confidential information acquired by reason of an official position, nor shall that person in fact ever disclose confidential information garnered or gained through an official position with the city, nor shall that person ever use such information, directly or indirectly, for personal gain or benefit.

Sec. 2-229. Conflicting employment prohibited.

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel shall accept other employment, which would impair independence of judgment in the performance of any public duties.

Sec. 2-230. Prohibition on outside employment

(a) No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel shall receive any compensation for services as an officer or employee of the city from any source other than the city, except as may be permitted as follows:

(1) *Generally prohibited.* No full-time city employee shall accept outside employment, either incidental, occasional or otherwise, where city time, equipment or material is to be used or where such employment or any part thereof is to be performed on city time.

(2) *When permitted.* A full-time city employee may accept incidental or occasional outside employment so long as such employment is not contrary, detrimental or adverse to the interest of the city or any of its departments and the approval required in subsection (a)(3) of this section is obtained.

(3) *Approval of department head required.* Any outside employment by any full-time city employee must first be approved in writing by the employee's department head or the city manager where the employee is a department head who shall maintain a complete record of such employment.

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(b) All full-time city employees engaged in any outside employment for any person, firm, corporation or entity other than the city, or any of its agencies or instrumentalities, shall file, under oath, an annual report indicating the source of the outside employment, the nature of the work being done and any amount of money or other consideration received by the employee from the outside employment. City employee reports shall be filed with the city clerk no later than 12:00 noon on July 1 of each year. The reports shall be available at a reasonable time and place for inspection by the public. The city manager may require monthly reports from individual employees or groups of employees for good cause.

Sec. 2-231. Prohibited investments

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel or through a member of their immediate family shall have personal investments in any enterprise which will create a substantial conflict between private interests and the public interest.

Sec. 2-232. Certain appearances and payment prohibited.

(a) No commissioner, departmental personnel, or employees shall appear before any city board or agency and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall the person receive any compensation or gift, directly or indirectly, for services rendered to a third person, who has applied for or is seeking some benefit from the city or a city agency, in connection with the particular benefit sought by the third person. Nor shall the person appear in any court or before any administrative tribunal as counsel or legal advisor to a party who seeks legal relief from the city or a city agency through the suit in question.

(b) No advisory personnel, autonomous personnel or quasijudicial personnel shall appear before the city commission or agency on which the person serves, either directly or through an associate, and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall such person receive any compensation or gift, directly or indirectly, for services rendered to a thirdparty that has applied for or is seeking some benefit from the city commission or agency on which the person serves in connection with the particular benefit sought by the third party. Nor shall the person appear in any court or before any administrative tribunal as counsel or legal advisor to a third party who seeks legal relief from the city commission or agency on which such person serves through the suit in question. However, this section shall not prohibit architects serving without compensation on the board of architects from submitting plans on behalf of a client so long as such members make known their representation of the applicant and disqualify themselves from speaking or voting or otherwise participating on such application.

(c) No advisory personnel, autonomous personnel or quasijudicial personnel, after deliberating, considering, ruling or recommending on an application filed with the board or committee upon which they serve, shall appear before a higher board or the city commission to testify as an affected party.

Sec. 2-233. Actions prohibited when financial interests involved.

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel shall participate in any official action directly or indirectly affecting a business in which that person or any member of the immediate family has a financial interest. A financial interest is defined in this subsection to include, but not be limited to, any direct or indirect interest in any investment, equity, or debt.

Sec. 2-234. Acquiring financial interests

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel shall acquire a financial interest in a project, business entity or property at a time when the person believes or has reason to believe that the financial interest may be directly affected by official actions or by official actions by the city or city agency of which the person is an official, officer or employee.

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Sec. 2-235. Recommending professional services

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel may recommend the services of any lawyer or law firm, architect or architectural firm, public relations firm, or any other person or firm, professional or otherwise, to assist in any transaction involving the city or any of its agencies, provided that a recommendation may properly be made when required to be made by the duties of office and in advance at a public meeting attended by other city officials, officers or employees.

Sec. 2-236. Continuing application after city service

(a) No commissioner, departmental personnel or employees shall, for a period of two years after his city service or employment has ceased, lobby any city official (meaning advisory personnel, autonomous personnel, commissioner, departmental personnel, employees, or quasijudicial personnel), in connection with any judicial or other proceeding, application, RFP, RFQ, bid, request for ruling or other determination, contract, claim, controversy, charge, accusation, arrest or other particular subject matter in which the city or one of its agencies is a party or has any interest whatever, whether direct or indirect. Nothing contained in this subsection shall prohibit any individual from submitting a routine administrative request or application to a city department or agency during the two-year period after their service has ceased.

(b) The provisions of subsection (a) of this section shall not apply to persons who become employed by governmental entities, 501(c)(3) nonprofit entities, educational institutions or entities, and who lobby on behalf of those entities in their official capacities.

(c) The provisions of this subsection shall apply to all persons described in subsection (a) of this section whose city service or employment ceased after the effective date of the ordinance from which this article is derived.

Sec. 2-237. City attorney to render opinions on request

Whenever any advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employee, or quasijudicial personnel is in doubt as to the proper interpretation or application of this conflict of interest and code of ethics article, or whenever any person who renders services to the city is in doubt as to the applicability of the article, that person may submit to the city attorney a full written statement of the facts and questions. The city attorney shall then render an advisory nonbinding opinion to such person and shall publish these opinions without use of the name of the person advised unless the person permits the use of a name. Binding opinions may be sought from the county ethics commission.

Sec. 2-238. Proceedings by the county commission on ethics and the state commission on ethics

Upon the request by the city, the county commission on ethics and the state commission on ethics may abate proceedings on any complaint, which is filed by the same complainant against the same respondent, and involving substantially identical facts, until the city completes its proceedings on the complaint. The ethics commission may also refer complaints to the city for review of any violation filed with the ethics commission. The city shall promptly notify the county commission on ethics and the state commission on ethics when it learns that a substantially identical complaint has been filed with either of those agencies and request that their proceedings be abated until the conclusion of the city's proceedings.

Sec. 2-239. Penalties and personnel action

The city manager may take personnel action and may enter into stipulations and settlements as are just and in the best interest of the citizens of the city. Contracts awarded in violation of this article may be voided by the city commission. Any administrative or commission approval obtained may also be voided by the city commission.

Sec. 2-240. Fair campaign practices.

(a) Any person who is the principal of a vendor to the city who contributes to the campaign of a candidate or the campaign committee of a candidate for the office of mayor or city commissioner shall file a disclosure form with the office of the city clerk within 20 days of making said contribution. The term "principal" shall encompass all individuals who meet the provisions of the term "controlling financial interest." The date of the contribution shall be the earlier of either the date of the contribution check or the date of deposit of said check in the campaign fund. The disclosure form shall require, at a minimum, the name, and address of the individual making the contribution, the name of the company which has a contract with the city, and the amount of the contribution, as well as the name of the candidate or campaign committee to whom the contribution was made.

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(b) A fine of \$500.00 shall be imposed on every person that violates this prohibition, and fails to correct such violation within 20 calendar days of notification by the city clerk. Each act of soliciting, giving or receiving a contribution in violation of this subsection shall constitute a separate violation. All contributions received by a candidate in violation of this section shall be forfeited to the city's general revenue fund.

Sec. 2-241. Procedure on complaint of violation

(a) *Legally sufficient complaint.* An investigation of an alleged violation of any ethics provisions of the city Code, by any person included in the terms defined in section 2-225, except the city commission, city manager, assistant city manager, city clerk, city attorney and their immediate family, shall be initiated upon receipt by the city manager of a written complaint which alleges the elements of a violation, is based substantially upon the personal knowledge of the complainant and signed under oath or affirmation by the complaining person, and is legally sufficient to state a possible violation of this chapter. Within five days after receipt, the city manager shall send a copy of a complaint to the alleged violator. The city attorney shall make the determination of legal sufficiency within 20 days. If the complaint is determined to be legally insufficient, the city attorney shall state the reasons for the finding in writing and report the determination to the complainant, the alleged violator, or respondent, and the city commission.

(b) *Complaints against mayor, commissioner or city officials.* A complaint against a commission member, city manager, assistant city manager, city clerk, city attorney and their immediate family shall be referred to the commission on ethics and public trust.

(c) *Prospective jurisdiction.* Any alleged violation committed before the effective date of the ordinance from which this article is derived, shall be governed by the applicable city, county, and state code of ethics ordinances, conflict of interest ordinances or lobbyist registration and reporting ordinances in effect at the time of the alleged violations.

(d) *Personnel proceeding.* Where an employee of the city of is alleged to have violated a law within the purview of this article, and based upon the same set of facts, is subject to an ongoing disciplinary action initiated by the city, the city attorney and city manager shall stay consideration of a complaint until the conclusion of the personnel proceeding.

(e) *Statute of limitations.* No action may be taken on a complaint filed more than one year after the violation is alleged to have accrued.

(f) *Termination of proceeding.* A proceeding on a complaint shall terminate in the event the respondent dies in office, leaves office for any reason or is permanently separated from employment with the city, or enters into a settlement agreement with the city manager.

(g) *Appeal and judicial review.* An aggrieved respondent may appeal an adverse finding of a violation to the city commission. Review by the city commission shall be on the record and limited to determining whether the:

- (1) Respondent was afforded procedural due process;
- (2) Findings of fact are supported by substantial competent evidence; and
- (3) Conclusions are correct as a matter of law. An aggrieved respondent must first exhaust its right to an appeal to the city commission before seeking review by the circuit court for the county. Review by the circuit court shall be pursuant to the Florida Rules of Appellate Procedure.

Sec. 2-242. Applicability.

The requirements of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance shall not be applicable to the City of Coral Gables except as provided in the city's Code of Ethics Ordinance.

Sec. 2-243. Lobbying.

(a) *Definitions.* The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Expenditure: A payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying.

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Lobbyist: An individual, corporation, partnership, or other legal entity employed or retained, whether paid or not, by a principal who seeks to encourage the approval, disapproval, adoption, repeal, passage, defeat, or modifications of (a) any ordinance, resolution, action or decision of any city commissioner; (b) any action, decision, recommendation of the city manager, any city board or committee, including but not limited to quasi-judicial, advisory board, trust, authority, or council; or (c) any action, decision or recommendation of city personnel during the time period of the entire decision-making process on the action, decision or recommendation which foreseeable will be heard or reviewed by the city commission, or a city board or committee, including but not limited to quasi-judicial, advisory board, trust, authority, or council.

Person: Any individual, corporation, partnership or other legal entity or an agent or employee thereof.

Principal: The person which has employed or retained the services of a lobbyist.

(b) *Registration.* All lobbyists shall, before engaging in lobbying activities, register annually with the city clerk. Every person required to so register shall:

- (1) Register on a form prepared by the city clerk;
- (2) Pay an annual registration fee of \$150.00; and
- (3) State under oath the name and business address of the registrant; the name and business address of each principal which has employed or retained the registrant to lobby; the specific issue for which he/she has been employed or retained to lobby and the existence of any direct or indirect business association, partnership, or financial relationship with any employee of the city.

Any change to any information originally filed shall require that he/she file an amendment to the registration forms, although no additional fee shall be required for such amendment. He/she has a continuing duty to supply information and amend the forms filed throughout the period for which the lobbying occurs.

Separate annual registration shall be required for each principal represented on each specific issue. Such issue shall be described with as much detail as is practical, including but not limited to a specific description where applicable of a pending request for a proposal, invitation to bid, or public hearing number. No additional fee shall be required for each issue.

Each person who withdraws as a lobbyist for a particular client shall file an appropriate notice of withdrawal.

The registration fees required by this section shall be deposited by the city clerk for the purpose of recording, transcribing, administration, and other costs incurred in maintaining these records for availability to the public.

The city clerk shall waive the fee requirements of this section upon a finding of financial hardship, based upon the sworn statement of the applicant.

(c) *Exceptions to registration.* The following shall not be required to register under this section:

- (1) Any public official or city staff discussing matters relevant to their official duties;
- (2) Any person who only appears in his individual capacity for the purpose of self-representation without compensation or reimbursement, whether direct or indirect, to express support of or opposition to any item, including but not limited to those who are members of homeowner or neighborhood associations;
- (3) Any person requested to appear before the city commission, city board, committee, or any member thereof, or the city manager or city staff in a quasi-judicial proceeding or any agent, attorney, officer or employee or such person;
- (4) Any person under contract with the city who communicates with any public official or city staff regarding issues related only to the performance of their services under contract; and
- (5) Any person who has been designated and is so recognized by the city as a representative of a collective bargaining unit composed of city employees; foreign dignitary appearing in his/her official capacity; a person who owns, publishes or is employed by a newspaper, periodical, radio station, or other bona fide news media; a person who merely appears before, the mayor, city commission, city board or committee, the city manager or city staff in an individual capacity for the purpose of self-representation.

City of Coral Gables, Florida

(d) *Reporting requirements.*

(1) On October 1 of each year, lobbyists subject to the registration requirements of this section shall submit to the city clerk a signed statement under oath as provided herein listing the full name and business address of the lobbying entity; name of each of the entity's lobbyists; and all expenditures for the preceding calendar year with regard to the specific issue on which the lobbyist has been engaged to lobby. A statement shall be filed even if there have been no expenditures during the reporting period.

(2) The city clerk shall keep a current list of registered lobbyists and the reports required under this section which shall be open to the public for inspection.

(e) *Investigation of violations and penalties.* The office of the city clerk shall submit a report to the city attorney and city commission as to those lobbyists who have failed to comply with the registration and/or the annual filing requirement of this section. The office of the city attorney shall investigate any person engaged in lobbying activities which is reported to be in violation of the registration or reporting requirements. A report of the city attorney's findings shall be provided to the city commission and to the alleged violator. If the city commission finds that a person is in violation of this section, that person may be reprimanded, suspended or prohibited from lobbying before the city commission, a city board, a city committee, or members thereof, city manager or city staff for a period not to exceed two years.

Proposer must complete, sign, and enclose Conflict of Interest and Code of Ethics documents, to ensure the proper intent to comply. Failures to complete, sign, and return this form may disqualify your response.

SIGNED: _____

TITLE: Vice President

Please sign and type or Print Name:

COMPANY: _____

PM Security Service, Inc. DATE: 1-23-09

FORMAL SOLICITATIONS PROTESTS

- (a) *Right to protest on formal solicitations:* The following procedures shall be used for resolution of protested formal solicitations and awards.
- (b) *Protest of solicitations:* Any actual or prospective bidder or offeror who perceives itself aggrieved in connection with the solicitation of a contract may file a written protest with the city clerk within five business days prior to the date set for opening of bids or receipt of proposals.
- (c) *Protest of award:* Any actual bidder or offeror who perceives itself aggrieved in connection with the recommended award of a contract may file a written protest with the city clerk. The protest shall be filed within three business days after such aggrieved person knows or should have known of the facts giving rise thereto.
- (d) *Authority to resolve protests:* The chief procurement officer, after consultation with the city attorney, shall issue a written decision within ten days after receipt of the protest. Said decision shall be sent to the city manager with a copy to the protesting party. The city manager may then either resolve the protest or reject all proposals. The decision shall be sent to the city commission. Any aggrieved person may appeal the decision of the city manager to award a solicitation or bid within five days of issuance of a written decision. Upon appeal of the decision of the city manager, the decision shall be submitted to the city commission for approval or disapproval thereof.
- (e) *Stay of procurements during protests:* Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the contract until the protest is resolved by the city as provided in subsection (d) above, unless the city manager, after consultation with the head of the using department and city attorney, makes a written determination that the solicitation process or the contract award must be continued without delay in order to protect substantial interests of the city.
- (f) *Filing fee:* Within three business days after filing the written protest, the protestor must submit to the city clerk a filing fee in the form of a money order or cashier's check, payable to the city, in an amount equal to one percent of the amount of the bid or proposed contract, or \$2,500.00, whichever is less. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings. If the protest is upheld by the city, the filing fee shall be refunded to the protestor.
- (g) *Entitlement to costs:* In addition to any other relief, when a protest is sustained and the protesting bidder or offeror should have been awarded the contract under the solicitation but is not, then the protesting bidder or offeror shall be entitled to the reasonable costs incurred in connection with the solicitation, including bid preparation costs other than attorney's fees.
- (h) *Compliance with filing requirements:* Failure of a party to file the protest or submit the filing fee on a timely basis shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedures set forth in this section.

Proposer must complete, sign, and enclose Formal Solicitations Protest documents, to ensure the proper intent to comply. Failures to complete, sign, and return this form may disqualify your response.

SIGNED: _____

TITLE: Vice President

Please sign and type or Print Name:

COMPANY: PM Security Service, Inc. DATE: 1-23-09

VENDOR BACKGROUND INFORMATION

DATE: 1-23-09

1. Legal Name of Company: PM Security Service, Inc.
2. Doing Business as: _____
3. Name of Owner: Jose Infante
4. Street Address: 9700 NW 79 Ave.
City Miami State: FL Zip: 33016
5. Remittance Address: _____
City _____ State: _____ Zip _____
6. Telephone: _____ 7. Fax: _____
8. Contact Person: _____ Title: _____
9. Type of Organization: (circle one)
A: Private for Profit
B: Private-Non-Profit
C: Association
D: Corporation
E: Partnership
F: Sole Proprietorship
10. Primary Business Classification:
A: Prime Contractor
B: Wholesaler
C: Retailer
D: Sub-Contractor
E: Manufacturer
F: Services
11. Years Company has been engaged in current business: 16 yrs
12. Principal Officers:
A: Chief Executive Officer: Jose Infante
B: Chief Financial Officer: Rudolfo Fuentes
C: General Manager: Minerva Troche
13. Are any of the principals of this company employed by the City of Coral Gables? If so, please enter:
Name NO
Social Security # _____
14. List current licenses held: County + State
A: State of Florida B-9900133
B: Dade County Occupational License 317995-9 State # B9200142
C: City of Coral Gables Municipal License N/A
D: Other _____

City of Coral Gables, Florida

15. Federal Employer ID # 65-0405101

16. List commodities you will supply the City, (submit a line sheet if needed)

Security Services

This questionnaire is to be submitted to the City of Coral Gables Procurement Division by the Proposer, along with the Proposal being submitted for the goods and/or services required by the City of Coral Gables. Do not leave any questions unanswered. When the question does not apply, write the word(s) "None", or "Not Applicable", as appropriate. Failure to complete this form, when applicable, may disqualify Proposal.

LICENSES

17. County or Municipal Occupational License
Number (attach a copy):

Guard Patrol #317995-9

18. Occupational License Classification:

Guard Patrol

19. License Expiration Date:

9-30-09

20. State License Number (attach a copy):

B9900133

INSURANCE

21. Name of Insurance Carrier:

Please see

22. Type of Coverage:

enclosed certificate.

23. Limits of Liability:

24. Coverage/Policy Dates:

25. Name of Insurance Agent:

Alex Perez

Agent(s) telephone including area code:

305-389-0242

EXPERIENCE

26. Number of years your organization has been
in business:

16 yrs.

27. Number of years experience your organization
has been in operations for the type of service
required by the specifications of the Proposal:

16 yrs.

28. **Experience Record:** List past and/or present contracts, work, jobs, that PROPOSER has performed of a type similar to what is required by specifications of the City's Proposal:

FIRM NAME/ADDRESS

DATE OF JOB

DESCRIPTION OF JOB

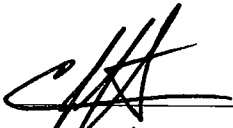
Please see attached.

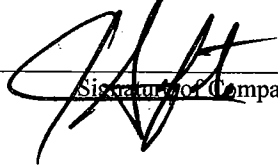
City of Coral Gables, Florida

29. **References:** List references that may be contacted to ascertain experience and ability of Proposer:

NAME/FIRM	ADDRESS	CONTACT PERSON	TELEPHONE NUMBER
<u>Please see attached references</u>			

30. PROVIDE ANY ADDITIONAL INFORMATION AS TO QUALIFICATIONS AND/OR EXPERIENCE, ATTACH DOCUMENTATION TO THIS FORM:

Signed:  Title: Vice President
Type Name: Christian Infante
Company: PM Security Service, Inc. Date: 1-23-09


Signature of Company Owner

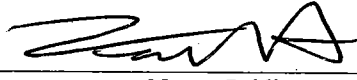
STATE OF FL.
COUNTY OF Dade

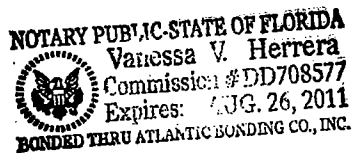
PERSONALLY APPEARED BEFORE ME, the undersigned authority Christian Infante
(Name of individual signing)

who, after being sworn by me, affixed signature in the space provided above on this

4 date of February, 20 09

commission expires:


Notary Public



City of Coral Gables, Florida

**CITY OF CORAL GABLES
AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

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

This sworn statement is submitted to City of Coral Gables
(print name of public entity)

by Christian Infante, V.P.
(print individual's name and title)

for PM Security Service, Inc.
(print name of entity submitting sworn statement)

whose business address is: 9700 NW 79 Ave.
Miami, FL 33016

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0405101
(If the entity has not FEIN, include Social Security Number of the individual signing this sworn statement:
_____.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and service, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101, 12213 and 47 U.S.C. Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Sections 5553.501-553.513, Florida Statutes

**CITY OF CORAL GABLES
AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

The Rehabilitation Act of 1973, 229 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631



[Signature]

Sworn to and subscribed before me this 4 day of February, 2009


Personally known Christian Infante

or produced identification:

[Type of Identification]

Notary Public, State of Florida

My Commission Expires Aug 26, 2011

NOTARY PUBLIC-STATE OF FLORIDA
 **Vanessa V. Herrera**
Commission # DD708577
Expires: AUG. 26, 2011
BONDED THRU ATLANTIC BONDING CO., L.C.

Vanessa Herrera
[(Name of Notary Public: Print, Stamp or Type
as Commissioned.)]

City of Coral Gables, Florida

CERTIFIED RESOLUTION

I, Jose Infante duly elected Secretary of PM Security Service, Inc. a corporation organized and existing under the laws of the State of Florida, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of said corporation at a meeting held in accordance with law and the by-laws of said corporation.

IT IS HEREBY RESOLVED that Christian Infante (insert name), the duly elected Vice President (insert title of officer) of PM Security Service, Inc. submit a Proposal and Bid Bond, if such bond is required, to the City of Coral Gables and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Proposal, Bid Bond and other such instruments signed shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Coral Gables shall be fully protected in relying on such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the names, titles and official signatures of those persons authorized to act by the foregoing resolution.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Christian Infante</u>	<u>Vice President</u>	<u>[Signature]</u>
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of said corporation this 4 day of Feb, 20 09

(SEAL)

By: [Signature], Secretary

PM Security Service, Inc.
Name of Corporation

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Coral Gables that the person signing the Proposal and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

Signed, sealed and deliver
in the presence of:

[Signature]
Witness

[Signature]
Witness

By: [Signature]
(Signature)

Christian Infante
(Print Name)

City of Coral Gables, Florida

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. U/A

If your corporation is exempt from the requirements Section 607.1501, Florida Statutes, **YOU MUST CHECK BELOW** the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (904) 488-9000 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):
- ☐ (a) Maintaining, defending, or settling any proceeding.
 - ☐ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
 - ☐ (c) Maintaining bank accounts.
 - ☐ (d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
 - ☐ (e) Selling through independent contractors.
 - ☐ (f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
 - ☐ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
 - ☐ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
 - ☐ (i) Transacting business in interstate commerce.
 - ☐ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
 - ☐ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
 - ☐ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
 - ☐ (m) Owning, without more, real or personal property.
- (3) The list of activities in subsection (2) is not exhaustive.
- (4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is **NOT** a corporation:

- (I) ☐ Partnership, Joint Venture, Estate or Trust
- (II) ☐ Sole Proprietorship or Self Employed

NOTE: This sheet **MUST** be enclosed with your Proposal if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

PROPOSER'S CORRECT LEGAL NAME

SIGNATURE OF AUTHORIZED AGENT OR PROPOSER

CITY OF CORAL GABLES

PROPOSER QUALIFICATIONS STATEMENT

This questionnaire is to be submitted to the City of Coral Gables Procurement Division by the Proposer, along with the Proposal being submitted for the goods and/or services required by the City of Coral Gables. Do not leave any questions unanswered. When the question does not apply, write the word(s) "None" or "Not Applicable", as appropriate. Failure to complete this form, when applicable, may disqualify Proposal.

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

CIRCLE ONE

SUBMITTED BY: Christian Infante

NAME: PM Security Service, Inc.

ADDRESS: 9700 NW 79 Ave.
Miami, FL 33016

TELEPHONE NO. 305-818-1617

FAX NO. 305-818-2428

☒ Corporation
☐ Partnership
☐ Individual
☐ Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name in which business is transacted and the address of the place of business.

The name of the Proposer is: PM Security Service, Inc.

The address of the principal place of business is: 9700 NW 79 Ave.
Miami, FL 33016

2. If Proposer is a corporation, answer the following:

- a. Date of Incorporation: 10-30-92
- b. State of Incorporation: Florida
- c. President's: Jose Infante
- d. Vice President's: Christian Infante
- e. Secretary: Jose Infante
- f. Treasurer: Jose Infante
- g. Name and address of Resident Agent: Carlos Triay, Esq.
2301 NW 87 Ave.
Doral, FL 33172

City of Coral Gables, Florida

3. If Proposer is an individual or a partnership, answer the following:

a. Date of organization: N/A

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: N/A

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

N/A

5. If Proposer is operating under a fictitious name, submit evidence of compliance with Florida Fictitious Name Statue. N/A

6. How many years has organization been in business under present business name?

16 yrs.

a. Under what other former names has organization operated?

None

City of Coral Gables, Florida

7. Indicate registration, license numbers or certificate numbers for the business or professions which are the subject of this Proposal. Please attach certificate of competency and/or state registration.

See Attached.

8. Have you personally inspected the site of the proposed work?
(Y) ☒ (N) ☐
9. Do you have a complete set of documents, including drawings and addenda?
(Y) ☒ (N) ☐
10. Did you attend the Pre-Proposal Conference if any such conference was held?
(Y) ☒ (N) ☐
11. Have you ever failed to complete any work awarded to you? If so, state when, where and why?
(Please provide the name and contact information of the entity which was involved)

No

- a Has any other entity held you in default of a contract? If so, which entity? Please provide the name and number of the contact.

No

City of Coral Gables, Florida

12. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided. (Governments are preferred as references.)

Please see attached.
(name) (address) (phone number)

(name) (address) (phone number)

(name) (address) (phone number)

13. State the name of individual who will have personal supervision of the work:

Minerva Troche

Provide the following information regarding your Insurance Requirements:

- a. Name of Insurance Carrier: _____
b. Type of Coverage: See attached certificate
c. Limits of Liability: _____
d. Coverage/Policy Dates: _____
e. Name of Insurance Agent(s): _____
f. Agent(s) telephone including area code: _____

14. Has your insurance coverage ever been cancelled for non-payment of insurance premiums?

NO

15. Has your insurance coverage ever been cancelled for any other reason? No

If so, what was the reason?

N/A

City of Coral Gables, Florida

Offerer's Certification

WHEN OFFERER IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offerer hereto has executed this Proposal Form this ____ day of _____, 20 ____.

Print Name of Partnership

By: _____

Signature of General or Managing Partner

N/A

Witness

Print Name of Partner

Witness

Business Address

City/State/Zip

Business Telephone Number

State of Registration

State of Florida

County of _____

On this ____ day of _____, 20 __, before me, the undersigned Notary Public of the State of Florida,
personally appeared _____ as whose name(s) is/are Subscribe
(Name(s) of individual(s) who appeared before notary)
to the within instrument, and he/she/they acknowledged that he/she/they executed it.

WITNESS my hand
and official seal

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public: Print, Stamp or Type
as Commissioned.)

Personally known to me or
Produced identification:

(Type of Identification Produced)

DID take an oath, or **DID NOT** take an oath

City of Coral Gables, Florida

Offerer's Certification

WHEN OFFERER IS A CORPORATION

IN WITNESS WHEREOF, the Offerer hereto has executed this Proposal Form this 23 day of Jan, 2008⁹

PM Security Service, Inc
Print Name of Corporation

Florida
Print State of Incorporation

(CORPORATE SEAL)

By: [Signature]
Signature of President /other Authorized Officer

Christian Infante, V.P.
Print Name of President/other Authorized Officer

9700 NW 79 Ave.
Address of Corporation

Miami, FL. 33016
City/State/Zip

305-818-1617
Business Telephone Number

ATTEST:

By: [Signature]
Secretary

On this 23 day of Jan, 2008⁹ before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledge by

Christian Infante, V.P.
(Name of Corporate Officer(s) and Title(s))

of PM Security Service, Inc. FL. on behalf of the Corporation.
(Name of Corporation and State of Place of Incorporation)

WITNESS my hand
and official seal

[Signature]

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

Vanessa Herrera
(Name of Notary Public: Print, Stamp or Type
as Commissioned.)

NOTARY PUBLIC-STATE OF FLORIDA
Vanessa V. Herrera
Commission #DD708577
Expires: AUG. 26, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

Personally known to me, or
Produced identification:

(Type of Identification Produced)

DID take an oath, or DID NOT did not take an oath

City of Coral Gables, Florida

Offerer's Certification

**WHEN OFFERER IS A SOLE PROPRIETORSHIP OR
OPERATES UNDER A FICTITIOUS OR TRADE NAME**

IN WITNESS WHEREOF, the Offerer here to has executed this Proposal Form this ____ day of _____, 20 ____.

Print Name of Firm

By: _____
Signature of Owner

N/A

Witness

Print Name of Individual

Witness

Business Address

City/State/Zip

Business Telephone Number

State of Florida
County of _____

On this ____ day of _____, 20 __, before me, the undersigned Notary Public of the

State of Florida, personally appeared _____

(Name(s) of individuals(s) who appeared before notary)
and whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledged that
he/she/they executed it.

WITNESS my hand
and official seal

NOTARY PUBLIC, STATE OF FLORIDA

**NOTARY PUBLIC
SEAL OF OFFICE:**

(Name of Notary Public: Print, Stamp or Type
as Commissioned.)

Personally known to me, or
Produced identification:

(Type of Identification Produced)

DID take an oath, or **DID NOT** did not take an oath

NON-COLLUSION AFFIDAVIT

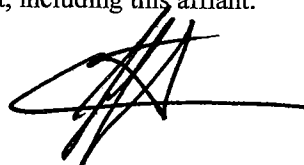
State of FL)

County of Dade)

ss.

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

- (1) Affiant is the Vice President
(Owner, Partner, Officer, Representative or Agent) of
PM Security Service, Inc. the Proposer that has submitted the
attached Proposal;
- (2) Affiant is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor and of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer or 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 bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.



City of Coral Gables, Florida

**City of Coral Gables
Vendor Performance Evaluation**

Date: _____ **Department / Division:** _____

Vendor Name: _____

Address: _____

Contact Person: _____ **Telephone:** _____

Resolution No.: _____ **Resolution Date:** _____

Good: _____ **Services:** _____ **P.O. #:** _____ **Amount \$:** _____

Contract Date: _____ **Term of Contract:** _____

Additional information: _____

For the past three months the goods and/or services provided have been:

Excellent: _____ **Satisfactory:** _____ **Needs Improvement:** _____ **Unsatisfactory:** _____

If goods and/or services need improvement or are unsatisfactory, please explain:

If applicable, please check your request to extend or not extend this contract: YES: ___ NO: ___

Evaluated by: _____
Name and Title **Department** **Date**

Reviewed by: _____
Name and Title **Department** **Date**

COMMENTS: Do you have recommendations on how to improve this contract? YES: ___ NO: ___

City of Coral Gables, Florida

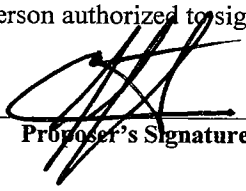
File: 2003-047.mst

DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that PM Security Service, Inc does:
(Name of Business)

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 work place, the business's policy of maintaining a drug-free workplace, any available drug counseling, Employee Assistance Programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee a copy of the statement specified in subsection (1) that are engaged in providing the commodities or contractual services that are proposed.
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 proposed, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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




Proposer's Signature

1/23/09

Date

City of Coral Gables, Florida

I CERTIFY THAT I AM AUTHORIZED TO EXECUTE THIS QUALIFICATION STATEMENT ON BEHALF OF THE APPLICANT. THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATION STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDED THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE CITY TO REJECT THE PROPOSAL, AND IF, AFTER TERMINATE THE AWARD AND/OR CONTRACT.


Signature

State of Florida

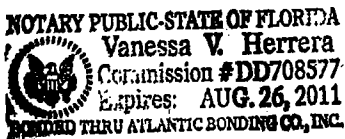
County of Miami

On this the 4 day of February, 2009, before me, the undersigned Notary Public of the State of Florida, personally appeared Christian Infante and whose name(s) is/are subscribes to
(Name(s) of individual(s) who appeared before notary)
the within instrument, and acknowledge it's execution.



NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:



Vanessa Herrera

(Name of Notary Public: Print, Stamp or Type as Commissioned.)

Personally known to me, or
Produced identification:

(Type of Identification Produced)

**CITY OF CORAL GABLES
LOBBYIST – ISSUE APPLICATION**

HAVE YOU BEEN RETAINED TO LOBBY ANY OF THE FOLLOWING FOR STATE PURPOSE?

CITY OFFICIALS: Mayor, City Commissioners, City Attorney, City Manager, Assistant City Manager, Heads or Directors of Departments, and their Assistant or Deputy, Police Major or Chief, Building and Zoning Inspectors, Board, or Committee Members.

FOR THIS PURPOSE: To encourage the passage, defeat or modification of any ordinance, resolution, action, or decision of the City Commission; or any action, decision or recommendation of any Board, Committee or City Official.

TIME PERIOD: During the time period of the entire decision-making process on an action, decision or recommendation which foreseeable will be heard or reviewed by the Commission, or a board or Committee.

IF THE FOREGOING APPLIES TO YOU, YOU ARE REQUIRED TO REGISTER AS A LOBBYIST AND TO FILE THE FOLLOWING INFORMATION, INDER OATH, WITH THE CITY CLERK FOR EACH ISSUE ADDRESSED.

Your Name: (Print)

N/A
LOBBYIST

Your Business Name: (Print)

Business Telephone Number:

Business Address:

Client you are representing on this issue:

Name of Client: (Print)

Client's Address:

Name of Corporation, Partnership, or Trust: (Print)

Names of all persons holding, directly or indirectly, a 5% or more ownership interest in the corporation, partnership, or trust:
(Print)

City of Coral Gables, Florida

ISSUE: Describe specific issue on which you will lobby: (Separate Application and Fee is required for each specific issue)

$$N/A$$

ISSUE FEE: You are required to pay a \$125.00 Issue Fee to the City Clerk prior to lobbying on a specific issue.

ADDITIONAL CLIENTS: You are required to fill out an additional Application for each additional Client represented on this issue, and attach to this Application.

I _____ hereby swear or affirm under penalty of
perjury that all the facts contained in this Application are true and that I am aware that these
requirements are in compliance with the provisions of Dade
County Code Sec. 2-11.1(s) governing Lobbying.

Date: _____

Signature of Lobbyist

\$125.00 Appearance Fee Paid: _____ Received by _____

Fees Waived for Not for Profit Organization (documentary proof attached) _____

Additional Client Application Attached: _____

**CITY OF CORAL GABLES
LOBBYIST
BIENNIAL REGISTRATION APPLICATION**

HAVE YOU BEEN RETAINED TO LOBBY ANY OF THE FOLLOWING FOR STATE PURPOSE?

CITY OFFICIALS:

Mayor, City Commissioners, City Attorney, City Manager, Assistant City Manager, Heads or Directors of Departments, and their Assistant or Deputy, Police Major or Chief, Building and Zoning Inspectors, Board, or Committee Members.

FOR THIS PURPOSE:

To encourage the passage, defeat or modification of any ordinance, resolution, action, or decision of the City Commission; or any action, decision or recommendation of any Board, Committee or City Official.

TIME PERIOD:

During the time period of the entire decision-making process on an action, decision or recommendation which will be heard or reviewed by the Commission, or a board or Committee.

IF THE FOREGOING APPLIES TO YOU, YOU ARE REQUIRED TO REGISTER AS A LOBBYIST AND TO FILE THE FOLLOWING INFORMATION, UNDER OATH, WITH THE CITY CLERK FOR EACH ISSUE ADDRESSED.

Name: (Print) _____

LOBBYIST

Business Name: (Print) _____

N/A

Business Telephone Number: _____

Business Address: _____

State the extent of any business or professional relationship with any current member of the City Commission.

PRINCIPALS REPRESENTED: List here all principals currently represented by you, including address and telephone number:

City of Coral Gables, Florida

ANNUAL REPORT: On July 1st of each year, you are required to submit to the City Clerk a signed statement under oath listing all lobbying expenditures in excess of \$25.00 for the preceding calendar year. A statement is required to be filed without expenditures.

ISSUE FEE: You are required to pay a \$125.00 Issue Fee to the City Clerk prior to lobbying on behalf of a specific issue and to fill out an Application stating under oath, your name, business address, the name of each principal employed by you to lobby, and the specific issue of which you wish to lobby.

NOTICE OF WITHDRAWAL: If you discontinue representing a particular client, a notice of withdrawal is required to be filed with the City Clerk.

BIENNIAL LOBBYIST REGISTRATION FEE: This Registration must be on file in the Office of the City Clerk prior to the filing of an Issue Application to lobby on a specific issue and the \$500.00 Biennial Lobbyist Registration Fee must be paid on or before October 1, 2000.

I _____ hereby swear or affirm under penalty of
(Print Name of Lobbyist)
perjury that I have read the provisions of Dade County Code Sec, 2-11.1(s)
governing Lobbying and that all of the facts contained in this Registration
Application are true and that I agree to pay the \$500.00 Biennial Lobbyist
Registration Fee on or before October 1, 2000 and on or before October 1,
of each even-numbered year thereafter, if I continue as an active Lobbyist in
the City of Coral Gables.

Signature of Lobbyist

STATE OF FLORIDA)
 }
COUNTY OF DADE)

BEFORE ME personally appeared N/A to me well known and known to me to be the person
described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said
instrument for the purposes therein expressed.

WITNESS my Hand and Official Seal this _____.

_____ Personally Known

_____ Produced ID

Notary Public
State of Florida

\$500.00 Fee Paid _____

Received By _____

\$500.00 Fee Waived for Not-for-Profit Organizations (documentary proof attached) _____

8.0 BID RESPONSE FORM:

HOURLY RATE \$11.80

HOLIDAY RATE \$11.80

Bidder's information:

Company Name: PM Security Service, Inc.

Contact Name : Christian Infante



Executive Summary

PM Security Service, Inc., qualifications presented below outlines our team's superior approach to providing the most comprehensive security needs in support of your highest quality security requirements.

- PM Security Service, Inc. is a uniformed division of class "D" License (unarmed) Security Officers.
- We provide 24-hour security service provided by highly trained and motivated personnel ready to protect your facility and personnel needs.
- We provide Quality Control and Performance Inspections on a regular basis provided by our Field Captains/Inspectors/ Supervisors.
- We are CPR Certified.
- We provide consulting services to determine special needs for additional technological, investigative, and/or management & security training needs.
- We make available the latest technology in government-approved surveillance equipment, detections methods and information analysis tools that enhance our capabilities as a highly effective and prominent security service organization.
- Our team of expert consultants can evaluate, assess, plan, develop strategy and/or perform inspections and drills that will meet and/or exceed any resource in the country.
- We provide uniforms, equipment, radios, etc. to all our personnel.
- We conduct periodic safety training to all our employees prior to beginning their assignment
- We are proud to be a part of the Drug-Free Workplace Program and as such, we conduct monthly drug screenings to ensure that all our employees are alert and drug free.
- We have established a reputation as an extremely professional security provider whose most important goal is to develop client trust and customer service as part of its mission and primary objective.

References

Allied Fuel Aviation @ Miami International Airport
Thomas Doherty, Manager
Ph: 305.871.7001
PO Box 996187 Miami, Fl. 33299
Email: Thomas.Doherty@alliedaviation.com

Atlas Traffic Management Systems, LLC. (3 Facilities)
Carlos Santamarina, Project Manager
Ph: 954.275.4740
2801 SW 46th Ave. Davie, Fl. 33314
Email: CSantamarina@AtlasTMS.com

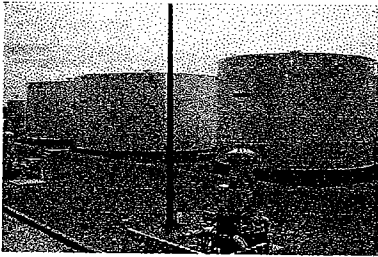
Leon Medical Centers
Carlos Nunez, Vice President
Ph: 305.986.0285
11501 SW 40th Street Miami, Fl. 33165
Email: CNunez@LeonMedicalCenters.com

Florida National College
Frank Andreu
4425 W. 20 Ave Hialeah, Fl. 33012
305 821-3333

West Flagler Associates
David Sonenstahl
PO Box 350940 Miami, Fl. 33135
305-631-4513

Additional references are available upon request.

Experience of PM Security Service, Inc.



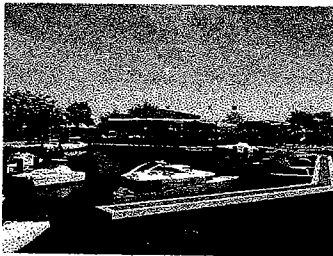
Miami International Airport

PM Security was chosen to protect this high terrorist risk facility that stores 14 million gallons of jet fuel on a daily basis.



Leon Medical Centers

Since 1996, PM Security has provided security services to their medical facilities. Currently PM is servicing their 5 medical facilities.



Grove Harbor Marina

In 2002 when the Marina first opened, PM Security was selected to provide unarmed security guard services to it's facility that stores over 200 boats.



Miami Stadium Apartments

PM Security provides security to this gated community located in Miami-Dade County. This requires access control and perimeter patrol services.

MasTec

Mastec

For over 3 years, PM has protected their 5 equipment yards from Dade to Palm Beach County.



Mr. Christian Infante
PM Security Service, Inc.
9700 NW 79th Ave.
Miami, Fl. 33016

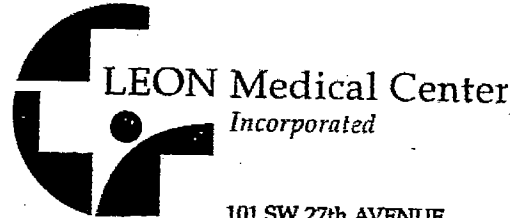
Dear Christian:

This letter is to document how pleased we are with the security guard services PM Security Services, Inc. has been providing since 2002. The officers conduct roving patrols over a 14-acre parcel as well as watch over a pier, pedestrian walkways around the property, and limited access to secured areas within the property. Your officers assigned are well trained, professional and courteous to our tenants.

I would like to thank you for training your officers in such a specialized facility which docks over 250 yachts and boats. I would not hesitate to recommend PM Security Services, Inc. to any facility manager or owner.

Sincerely,

Alan Lima
CEO/General Manager



101 SW 27th AVENUE
MIAMI, FLORIDA 33135
(305) 642-LEON (5366) *teleph*
(305) 642-7378 *facsimile*

August 28, 1996

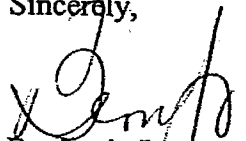
To Whom It May Concern:

This will inform that Leon Medical Centers here engaged the services of P.M. Security Services, Inc.

Furthermore, they have complied to our request and we are happy to have P.M. Security guarding are premises.

We would not hesitate to recommend these services.

Sincerely,


Benjamin Leon Jr.
CEO/President


MasTec

Christian Infante
Vice President
PM Security
9700 N.W. 79 Avenue
Miami, FL 33016

Dear Christian:

Just a few lines to convey our thanks for the rapid response of your Company when we had an immediate need for security services in Central Florida right after the last major hurricane. Your professionalism was evident to all. Needless to say, you certainly may use us as reference in future endeavors.

Sincerely,



Manny Brana
Director of Corporate Security
MasTec, Inc.



December 14, 2004

Mr. Christian Infante
PM Security Services, Inc.
9700 N.W. 79 Avenue
Miami, FL 33016

Dear Mr. Infante:

Thank you for the security guard services you have provided to this university at the CEAS site. We have found your security guard staff to be professional, well trained and courteous to our students and faculty.

Please feel free to list us as a reference. If I may be of further assistance do not hesitate to call me.

Sincerely,


Jesse L. Campbell
Assistant Vice President

JLC:JPS:bv

Recom PM Security:jlc

Department of Public Safety
University Park Campus, 11200 S.W. 8th Street • Miami, FL 33199 • Tel: (305) 348-2623 • Fax: (305) 348-4471 • www.fiu.edu 1526

Florida International University is an Equal Opportunity/Affirmative Action Employer and Institution • TDD via FRS 1-800-955-4771



Drug Free Workplace Program

PM Security Service, Inc. is proud to participate in the National Drug Free Workplace Program.

Objectives/goals:

1. To reduce drug use in the workplace
2. To increase productivity
3. To improve efficiency
4. To reduce accidents in the workplace
5. To demonstrate a more professional attitude and standard of conduct
6. To deliver better customer service

To achieve these goals, PM Security conducts:

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



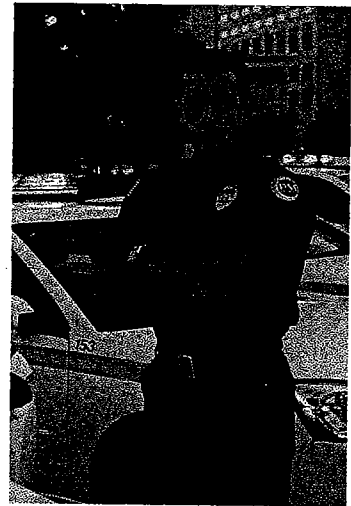


Hiring Format

PM Security Service, Inc. performs investigative background checks for all officers staffing our client's facilities.

PM Security while performing investigative background checks which will include the following:

- Social Security Number Verification
- Criminal History Search (7 years)
- Employment Verification
- Violent Sexual Offender Registry Search
- DMV Records (5 years)
- Florida HRS Abuse Registry



PM's officers will have employee history file in duplicates. Files will contain health checks and as well as all documented training and development to be in compliance with OSHA, FAA, and TSA.

PM Security has zero tolerance for any type of drug abuse. As part of our "Drug Free Program", monthly random drug tests are performed. Documentation is available for inspection. All officers working for City of Coral Gables will undergo criminal background checks before employment.

INVITATION TO BID

***IFB # 2008.12.04
Security Guard Services***

**ADDENDUM No. 1
*Issued Date: December 11, 2008***

ADDITION – SECTION 8.0 BID RESPONSE FORM

Insert Section 8.0 Bid Response Form (attached) to IFB 2008.12.04 for Security Guard Services.

Please acknowledge this Addendum in your package (Pg. 31)



Invitation to Bid (IFB 2008.12.04)
Security Guard Services
Thursday, December 11, 2008 at 10:00:00 AM
City of Coral Gables - Procurement Division

Contact Name DISAID A. TEJEDA
Company Name CSS Alliance
Address 1299 N.W. 36 st
City, State & Zip Miami FL 33126
Phone: 305-888-2420 Fax: 616-248-3277
e-mail: dtejeda@gccs.com

Contact Name Margie Rankin
Company Name Allied Barton
Address 6303 Blue Lagoon Dr Suite 200
City, State & Zip Miami FL 33126
Phone: 954-789-5219 Fax:
e-mail: margie.rankin@alliedbarton.com

Contact Name Alex Villazana
Company Name Weiser Security
Address 15495 Eagle Nest Lane Suite #235
City, State & Zip Miami Lakes, FL 33014
Phone: 305-882-6915 Fax: 305-882-6917
e-mail: AlexV@weisersecurity.com

Contact Name Julia Matos
Company Name American Guard Services
Address 1015 North American way. #108
City, State & Zip Miami, FL 33132
Phone: 305-373-7111 Fax: 305-374-0070
e-mail: juliamatos@american-guard-services.com

Contact Name Richard Wilkinson
Company Name Diamond Security
Address 2545 NW 72 Ave
City, State & Zip Miami, FL 33122
Phone: 786-256-4819 Fax: 305-418-8489
e-mail: RICHILSON@DIAMOND-SECURITY.COM

Contact Name Christian Infante
Company Name PM Security Service, Inc.
Address 9700 NW 79 Ave.
City, State & Zip Miami, FL 33016
Phone: 305-818-1617 Fax: 305-818-3510
e-mail: cinfante@PMSecurityService.com



Invitation to Bid (IFB 2008.12.04)
Security Guard Services
Thursday, December 11, 2008 at 10:00:00 AM
City of Coral Gables - Procurement Division

Contact Name PMINEIRA Teoche
Company Name PM SECURITY SERVICE INC
Address 9700 NW 79 Ave
City, State & Zip Miami FL 33070
Phone: 305-818-1617 Fax: 305-818-3570
e-mail: mtroche@pmsecurity.com

Contact Name CAELOS LOPEZ
Company Name MONARCH SECURITY SERVICES
Address 2550 NW 72 AVE # 218
City, State & Zip MIAMI FL 33122
Phone: 305-592-5200 Fax: 305-592-9555
e-mail: CL@MONARCHSECURITYSERVICES.COM

Contact Name Thomas M. Shopay
Company Name Vanguard Security, Inc.
Address 10145 N.W. 19th St.
City, State & Zip Miami, Florida 33172
Phone: (305) 592-9747 x1115 Fax: (305) 592-0338
e-mail: tshopay@vanguard-usa.com

Contact Name ERVESTO BARRIOS
Company Name DSI SECURITY ST. 101
Address 8249 NW 36 ST
City, State & Zip Miami FL 33166
Phone: 305-470-0188 Fax: 305-470-1281
e-mail: ebarrios@dsisecurity.com

Contact Name LOW NOGENSE
Company Name SAME AS ABOVE
Address _____
City, State & Zip _____
Phone: _____ Fax: _____
e-mail: _____

Contact Name OLALEKAN SHOKUNBI
Company Name BAYUS SECURITY SERVICES INC
Address 6600 NW 27TH AVENUE, SUITE 207
City, State & Zip MIAMI FL 33147
Phone: 786-251-5634 Fax: 305-836-8544
e-mail: bayussec@aol.com



Invitation to Bid (IFB 2008.12.04)
Security Guard Services
Thursday, December 11, 2008 at 10:00:00 AM
City of Coral Gables - Procurement Division

ALEX GARCIA

Contact Name _____
Company Name KENT SECURITY SERVICES
Address 14600 Biscayne Blvd.
City, State & Zip Miami, FL 33176
Phone: 305-919-9400 Fax: _____
e-mail: agarcia@kentsecurity.com

Contact Name _____
Company Name _____
Address _____
City, State & Zip _____
Phone: _____ Fax: _____
e-mail: _____

Contact Name _____
Company Name _____
Address _____
City, State & Zip _____
Phone: _____ Fax: _____
e-mail: _____

Contact Name _____
Company Name _____
Address _____
City, State & Zip _____
Phone: _____ Fax: _____
e-mail: _____

Contact Name _____
Company Name _____
Address _____
City, State & Zip _____
Phone: _____ Fax: _____
e-mail: _____

Contact Name _____
Company Name _____
Address _____
City, State & Zip _____
Phone: _____ Fax: _____
e-mail: _____

ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
01/23/2009

PRODUCER (305) 558-1101 FAX (305) 822-4722

Keen Battle Head & Company
7850 Northwest 146 Street
Suite 200
Miami Lakes, FL 33016THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.INSURED P.M. Security Service Inc.
9700 NW 79th Avenue
Miami, FL 33016

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Everest Indemnity Ins Co

INSURER B: United States Fire Ins Co

INSURER C: Bridgefield Employers Ins Co

INSURER D:

INSURER E:

COVERAGES

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

INSR/ADDL LTR ISSGD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	51GL003514091	01/08/2009	01/08/2010	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ex occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER				PRODUCTS - COMPROP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY	1337269005	11/01/2008	11/01/2009	COMBINED SINGLE LIMIT (Ex accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	083038599	12/12/2008	12/12/2009	WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/>
	E.L. EACH ACCIDENT \$ 500,000				
	E.L. DISEASE - EA EMPLOYEE \$ 500,000				
	E.L. DISEASE - POLICY LIMIT \$ 500,000				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				
	If yes, describe under SPECIAL PROVISIONS below.				
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Proof Of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL
____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,
BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY
OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Alex Perez/MAYLIN

MIAMI DADE COUNTY
PERMIT NO. 231
MUST BE KEPT AT PLACE OF BUSINESS
MUST BE DISPLAYED AT PLACE OF BUSINESS
MUST BE KEPT AT PLACE OF BUSINESS
MUST BE DISPLAYED AT PLACE OF BUSINESS

LOCAL BUSINESS TAX RECEIPT
MIAMI DADE COUNTY - STATE OF FLORIDA
EXPIRES SEP 10 2008
MUST BE KEPT AT PLACE OF BUSINESS
MUST BE DISPLAYED AT PLACE OF BUSINESS
MUST BE KEPT AT PLACE OF BUSINESS
MUST BE DISPLAYED AT PLACE OF BUSINESS

FIRST-CLASS
U.S. POSTAGE
PAID
MIAMI FL
PERMIT NO. 231

THIS IS NOT A BILL-DO NOT PAY

304257-9

RENEWAL

BUSINESS NAME / LOCATION
PM SECURITY SERVICE INC
9700 NW 79 AVE
33016 HIALEAH GARDENS

RECEIPT NO. 317995-9
STATE# B9200142

OWNER
PM SECURITY SERVICE INC
Sec. Type of Business
213 GUARD PATROL AGENCY

EMPLOYEE/S
50

THIS IS ONLY A LOCAL
BUSINESS TAX RECEIPT. IT
DOES NOT PERMIT THE
HOLDER TO VIOLATE ANY
EXISTING OR REGULATORY
OR ZONING LAWS OF THE
COUNTY OR CITY. FOR
DOES IT EXEMPT THE
HOLDER FROM ANY OTHER
PERMIT, OR RECEIPT
REQUIRED BY LAW. THIS IS
NOT A CERTIFICATION OF
THE HOLDER'S QUALIFICA-
TION.

DO NOT FORWARD

PM SECURITY SERVICE INC
JOSE INFANTE PRES
9700 NW 79 AVE
MIAMI FL 33016

PAYMENT RECEIVED
MIAMI DADE COUNTY TAX
COLLECTOR

09/08/2008
60020000145
000225.00

1309

SEE OTHER SIDE

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

CHARLES H. BRONSON
COMMISSIONER

DIVISION OF LICENSING

ISSUE DATE: 03/07/06

LICENSE NO. S 9900133

THE AGENCY OR SCHOOL NAMED BELOW IS
LICENSED AND REGULATED UNDER THE
PROVISIONS OF CHAPTER 493, FLORIDA STATUTES,
FOR THE PERIOD EXPIRING DECEMBER 23, 2008

SECURITY AGENCY

P. M. SECURITY SERVICE, INC.
9700 N.W. 79TH AVENUE
MIAMI, FL 33016

INFANTE, JOSE MIGUEL JR.
PRESIDENT
INFANTE, JOSE MIGUEL JR.
SECRETARY



Charles H. Bronson

CHARLES H. BRONSON
COMMISSIONER

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

**CHARLES H. BRONSON
COMMISSIONER**

DIVISION OF LICENSING

ISSUE DATE: 02/04/08

LICENSE NO. DS2700066

THE AGENCY OR SCHOOL NAMED BELOW IS
LICENCED AND REGULATED UNDER THE
PROVISIONS OF CHAPTER 493, FLORIDA STATUTES,
FOR THE PERIOD EXPIRING OCTOBER 26, 2009

SECURITY OFFICER SCHOOL/TRAINING FACILITY

P.M. SECURITY SERVICE, INC.
9700 N.W. 79 AVENUE
HIALEAH, FL 33016



Charles H. Bronson

**CHARLES H. BRONSON
COMMISSIONER**

Certificate of Training



Presented to

Christian Infante

for successful completion of the

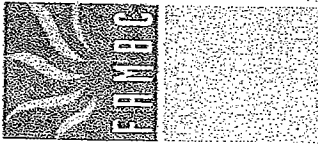
Department of Homeland Security

Protective Measures Course

November 17 – November 18, 2008

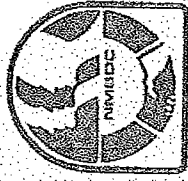
A handwritten signature in dark ink, appearing to read "Charles E. Payne".

Charles E. Payne
Chief, Office for Bombing Prevention



F R M B C

FLORIDA REGIONAL MINORITY BUSINESS COUNCIL, INC.



This Certifies That

P.M. Security Service, Inc.

meets the certification criteria as established by the

National Minority Supplier Development Council (NMSDC)

and adopted by the

Florida Regional Minority Business Council (FRMBC) Board of Directors

and qualifies as a

Minority Business Enterprise (MBE)

Service Contractor

Product Description:

561612

NAICS Code(s):

12/01/2008

Date of issue:

12/01/2009

Date of Expiration:

3M001594

Certificate Number:

Blair
President & CEO

State of Florida



Department of State

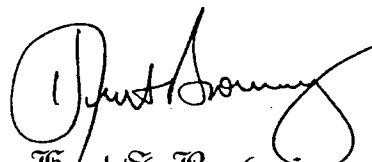
I certify the attached is a true and correct copy of the Articles of Incorporation of P.M. SECURITY SERVICE, INC., a corporation organized under the laws of the State of Florida, filed on October 30, 1992, as shown by the records of this office.

The document number of this corporation is P92000001040.



CR2EO22 (01-07)

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-second day of October, 2007


Kurt S. Browning
Secretary of State

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ARTICLES OF INCORPORATION
OF
P.M. SECURITY SERVICE, INC.

The undersigned, acting as incorporators of a Corporation under the Florida General Corporation Act, adopt the following Articles of Incorporation for such Corporation:

1. The name of the Corporation is:

P.M. SECURITY SERVICE, INC.

2. The period of duration of the Corporation is perpetual.

3. The Corporation is created for the purpose of engaging in any and all things allowed and permitted to be done under the statutes of the State of Florida, and to do any and all of the things hereinafter mentioned as fully and to the same extent as natural persons might or could do, to wit:

(a) Generally, to make and perform contract of any kind and description, and for the purpose of attaining any of the objects of the Corporation, to do and perform any other acts or things, and to exercise any and all powers which a co-partnership or natural person could do and exercise and which are now, or hereafter may be authorized by law, and generally do and perform any and all things necessary or incidental to the performing or carrying out of the powers hereinabove specifically delegated or implied.

4. AUTHORIZED SHARES:

NUMBER. The aggregate number of shares that the Corporation shall have the authority to issue is SEVEN THOUSAND FIVE HUNDRED (7,500) SHARES of Capital Stock with a par value of One Dollar (\$1.00) per share.

INITIAL ISSUE. One Hundred (100) shares of the Capital Stock of the Corporation shall be issued for cash at a par value of One Dollar (\$1.00) per share.

DIVIDENDS. The Holders of the outstanding capital stock shall be entitled to receive, when and as declared by the Shareholders, dividends payable either in cash, in property, or in shares of the capital stock of the Corporation.

5. The initial street address in Florida of the Initial Principal Office of the Corporation is:

5801 S.W. 8 Street
Miami, Florida 33144


The name of the initial registered agent is:

CARLOS A. TRIAY

whose registered office is located at:

250 Bird Road, Suite 301
Coral Gables, FL 33146

The undersigned agrees to act as the registered agent for the Corporation for service of process pursuant to applicable Florida Statutes.



CARLOS A. TRIAY

6. The corporation shall have no directors. The business of the corporation shall be managed by the stockholders of the corporation in accordance with the Florida Statutes.

7. INITIAL OFFICERS: The Initial Officers of the Corporation are:

PRESIDENT and SECRETARY:

JOSE M. INFANTE
5801 S.W. 8 Street
Miami, Florida 33144

TREASURER:

EILEEN DOMINGUEZ
5801 S.W. 8 Street
Miami, Florida 33144

8. The names and addresses of the Initial Incorporators and subscribers are as follows:

CARLOS A. TRIAY
250 Bird Road, Suite 301
Coral Gables, Florida 33146

9. The stockholders shall have the power to adopt, amend, alter, change or repeal the Articles of Incorporation when proposed and approved at a stockholders meeting, with not less than a unanimous vote of the common stock.

10. The stockholders shall at the first meeting called for that purpose, adopt By-Laws not inconsistent with these Articles and which shall be for the government of the Corporation and subordinate to these Articles of Incorporation and the laws of the State of Florida and the United States.


IN WITNESS WHEREOF, THE UNDERSIGNED has made and subscribed to these Articles of Incorporation at Coral Gables, Florida, on the 29 day of October, 1992.


CARLOS A. TRIAY

STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME, the undersigned authority, appeared CARLOS A. TRIAY, who is(are) to me known to be the person(s) described in and who subscribed to the above Articles of Incorporation, and he did freely and voluntarily acknowledge before me according to law that he made and subscribed the same for the purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and my official seal, at Coral Gables, Florida, in the said County and State, this 29 day of October, 1992.


NOTARY PUBLIC

My commission expires



"OFFICIAL NOTARY SEAL"
ESTHER YILIP
MY COMM. EXP. 6/4/94

**CERTIFICATE DESIGNATING (OR CHANGING) PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.**

In pursuance of Chapter 607.34 Florida Statutes, the following
is submitted, in compliance with said Act:

First-That, P.M. SECURITY SERVICE, INC., desiring to organize
under the laws of the State of Florida with its principal office,
as indicated in the articles of incorporation at City of Miami,
County of Dade, State of Florida, has named CARLOS A. TRIAY,
located at 250 Bird Road, Suite 301, City of Coral Gables, County
of Dade, State of Florida, as its agent to accept service of
process within this state.

ACKNOWLEDGEMENT

(Must be signed by designated agent)

Having been named to accept service of process for the above
stated corporation, at place designated in this certificate. I
hereby accept to act in this capacity, and agree to comply with the
provision of said Act relative to keeping open said office.

By: 
Signature of Registered Agent

FILED
OCT 30 PM 3:41
TALLAHASSEE, FLORIDA

CRA