

**AVENIR COMMUNITY DEVELOPMENT DISTRICT**  
**(Palm Beach Gardens, Florida)**  
**Security Services RFP Proposal Packet**

A) **Deadline for Submittal**

Proposal Due Date: On or before 12:00 p.m. on Thursday, April 21, 2022. **Interested firms must submit one electronic copy.**

B) **Avenir Community Development District - Background**

The Avenir Community Development District (the “District”) is a community development district established in 2017 pursuant to Ordinance 17, 2016, enacted by the City Council of the City of Palm Beach Gardens, Florida. The District encompasses 2,427.5 acres of land within the municipal limits of the City of Palm Beach Gardens, Florida, and is located on Northlake Boulevard. The District is a mixed-use development. The area for which security services is needed is limited to the Avenir Clubhouse amenity area, located at 12255 Avenir Drive, Palm Beach Gardens, Florida.

A five-person Board of Supervisors governs the District. Members are currently elected by the landowners of the District for terms of four-years each.

C) **Purpose of Request**

The District is soliciting proposals for overnight security for the Clubhouse amenity area from qualified Security Firms (each, a “Provider”). Specifically, the District requests one unarmed guard with a roving vehicle, to patrol the Clubhouse amenity area between the hours of 8:00 p.m. to 6:00 a.m., seven (7) days per week. Any firm interested in serving in this capacity should submit a proposal pursuant to the terms and conditions set forth herein and the attached Legal Advertisement of the RFP.

The District’s Board of Supervisors (the "Board") will review the proposals and make a choice of who to negotiate with to provide these services.

The District’s Manager and the District Counsel will thereafter enter into negotiations with the firm chosen by the Board to provide the services requested utilizing the form of agreement included at the end of this RFP Proposal Packet. Assuming an agreement is successfully negotiated, the selected firm will be engaged by the District for a term beginning May 1, 2022.

D) **Proposal Submittal Instructions**

Firms desiring to provide services for the District must submit one (1) electronic copy of the required proposal **via email to the District Manager at [jpierman@sdsinc.org](mailto:jpierman@sdsinc.org)** with subject marked “**Response to Request for Proposals to Perform Security Services**” no later than **April 21, 2022 at 12:00 p.m.** Although the District Manager will endeavor to acknowledge receipt of each email, it is ultimately the responsibility of each firm to confirm that their proposal was received prior to the deadline.

Any corrections to a proposal prior to the Submittal Deadline must be submitted by the firm using the same format. No changes or corrections will be allowed after the Submittal Deadline.

Each applicant should carefully examine the attached Legal Advertisement of the RFP and this Proposal Packet and make an electronic request to the District's Manager for interpretations or corrections of any ambiguity, inconsistency or error. Only electronic responses issued by the District Manager should be relied upon, and all such responses will be distributed to each firm that receives a copy of the RFP Proposal Packet.

Responses should be prepared simply, economically and provide straightforward and concise responses which satisfy the requirements of the RFP. Emphasis should be placed on the completeness and clarity of the content. The District shall not be liable for any expenses incurred in the preparation or presentation of the responses.

E) **Timetable**

The District has established the following timetable for selection of its Provider; however, the schedule is subject to change at the sole discretion of the District: (i) Proposals are due by 12:00 p.m. on Thursday, April 21, 2022, and Board consideration is currently scheduled for April 28, 2022, during the Board Meeting.

F) **Proposal Content**

Responses should contain the following information and be organized generally in the same order as presented below, namely:

(1) **Transmittal Letter.** Each response should include a letter of transmittal not exceeding one (1) page which must identify an officer of the firm authorized to commit to the firm's proposal. The transmittal letter must also identify the person in the firm who will serve as the firm's primary contact if the firm is selected as the Provider.

The following specific criteria will be evaluated and must be addressed in the proposal:

1. Company History and Organization;
2. Management Approach;
3. Personnel Selection Process;
4. Development and Retention of Personnel;
5. Total Quality Management Program;
6. Cost Proposal and Invoicing;
7. Training Programs;
8. Transition Plan; and
9. References

(2) **Insurance.** Each response should contain a statement setting forth the amount of the firm's current General Liability insurance and Professional Errors and Omissions insurance.

(3) **Business Ethics.** Disclose (i) any circumstance whereby the professional conduct of your firm or any of its employees is currently being investigated judicially or by an administrative agency or qualification board and (ii) any prior adverse decision or settlement relating to a violation of ethical standards by your firm or one of its employees, if any. (iii) Hiring practices in relation to any employee that will be involved with or at the District, in regards to the hiring of family members or residents of the District.

The District is not obligated to accept the lowest bid, and reserves the right to reject any and all bids or amend the scope of the project. All of the Bidders must be duly licensed or otherwise have the ability to perform work in accordance with all governing local authorities and to the satisfaction of those authorities.

G) **Legal Requirements and Disclosure**

PLEASE NOTE THAT ALL RESPONSES TO THIS RFP WILL BE A MATTER OF PUBLIC RECORD (pursuant to Chapter 119, Florida Statutes).

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid 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 construction or repair of a public building or public works, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the Provider services covered herein shall apply. Lack of such knowledge by an applicant shall in no way be cause for relief from responsibility. Applicants must be aware of their need to comply with the following State laws: (i) Chapter 286, Florida Statutes, regarding “Government in the Sunshine” and (ii) Chapter 119, Florida Statutes, involving Florida’s Public Records Law. The selected firm will be prohibited from discriminating against any employee, applicant, or client because of race, creed, national origin, sex or age with regard to but not limited to employment practices, rates of pay or other compensation methods and training selection.

The District reserves the right to accept or reject any or all proposals and to select the proposal(s) which, in the opinion of the District, will be in the best interest of the District and its assessment payers. The District also reserves the right to reject the response of any applicant which has previously failed in the proper performance of services of a similar nature.

H) **Scope of Services**

The Provider shall provide **unarmed**, overnight, uniformed security services at the Clubhouse amenity area from 8:00 p.m. to 6:00 a.m., 7 days-per-week basis. The Provider shall also provide a vehicle in which the guard will provide roving patrols of exterior building areas, pool, tennis courts, and playgrounds.

The Provider shall provide appropriate and necessary management and supervision for all Provider's employees and shall be solely responsible for instituting and invoking disciplinary action of employee not in compliance with Provider's rules and regulations, as well as any other policy established by the parties.

The Provider shall ensure hiring, training and administration of motivated and professional employees that meet or exceed both Provider's and the District's standards.

The Provider is responsible for the daily personal appearance of security personnel. Provider shall provide seasonal uniforms and weather-appropriate protective clothing necessary to support continuous performance of contract requirements.

The Provider shall agree to remove from the site, whenever required to do so by the District, with or without cause, any employee considered by the District to be unsatisfactory or undesirable to the District, within the limits of any applicable laws. Notification, including reason, must be provided to the District if any change in personnel is made by the Provider.

The Provider is responsible to communicate and work with municipality enforcement officers, should the need arise to do so.

Provider shall respond as necessary to accommodate additional duty hours as may be requested by the District.

The bidder is to address the following subjects in the response.

### **Company History and Organization**

Provide a brief company history, mission statement and organizational summary. Explain ownership (private or public) and include brief biographical information regarding the personnel who would be directly responsible for the management and local supervision of this project.

### **Management Approach**

Describe in detail how your firm will be organized to manage this project. Indicate by position or title the person who will have the overall responsibility for the District's account. Indicate the support staff available to this project manager by function. Bidder must supply an Organizational Chart depicting the structure of the local servicing office.

### **Personnel Selection Process**

Describe how recruitment and selection of security officers is accomplished. All personnel and supervision provided under this RFP must be thoroughly trained, experience and qualified to perform the work to which they are assigned. Bidder shall have a documented employment process which shall include application, interview, drug testing and background check phases. A written description of the Bidder's employment process and qualifications is to be included in the response.

### **Development and Retention of Personnel**

Describe your (Company) succession planning and development of officers, supervisors and managers. Include average retention of employees.

Describe methods and initiatives designed to promote employee retention.

### **Total Quality Management Program**

Outline administrative controls, plans and process to monitor and assure contract compliance of security services. Include methods of quality control, contract administration, audits, management inspection programs, conduct and job performance standards, corrective action planning and follow-up reporting.

### **Cost Proposal and Invoicing**

State your proposed fee for providing the services outlined herein.

Propose invoicing frequency and procedures and applicable discounts. All invoices will clearly identify applicable job site coding in order to associate Provider's actual costs with the District's job site or job codes. Explain how discounts (if any) will be applied for different payment terms.

### **Transition Plan**

Submit a projected Transition Plan for implementation if your firm is awarded the contract to include tasks and time frames. Include a list of all individuals assigned to your transition team with current contact information, telephone numbers and email addresses.

### **References**

Provide at least three (3) client references whose facilities are comparable in size, profile and security services hours to the District. Include (Company) name, address, contact person and contact number.

#### **I) Selection Criteria**

The selection criteria shall include, but is not limited to:

1. **Past Performance.** (10 points) Consideration will be given to the amount of work recently performed by the firm in Palm Beach County. Consideration will also be given to firms that have previous experience with other similar taxing districts (i.e., Chapter 298 districts, community development districts and other independent special districts).
2. **Ability to Meet Time and Budget Requirements.** (10 points)
3. **Location.** (10 points) Consideration will be given to firms with offices within Palm Beach County. Therefore, firms should provide the location of their Palm Beach County office, if any, and indicate whether it is the main office, the only office, branch office, etc.

4. **Recent, Current and Projected Workloads.** (10 points)
5. **Quality of Responses to the RFP.** (10 points) Consideration will be given to firms which clearly and concisely respond to this RFP.
6. **Established Business.** (10 points) Consideration will be given to the history of the firm and the number of years the firm has been doing business in Florida.
7. **Price.** (10 points) As described above.

**AVENIR COMMUNITY DEVELOPMENT DISTRICT  
NOTICE OF REQUEST FOR PROPOSALS FOR SECURITY SERVICES**

**NOTICE IS HEREBY GIVEN** that Avenir Community Development District (“District”) is soliciting Proposals from Security Firms (the “Provider”) for their service in the role of providing overnight security services for the Clubhouse amenity area within the District. Any qualified Firm interested in providing services must submit a proposal pursuant to the terms and conditions set forth in the hereinafter referenced RFP Proposal Packet.

Firms interested in submitting a proposal may contact Jason Pierman, Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410, telephone 561-630-4922 and/or toll free at 1-877-737-4922, e-mail: [jpierman@sdsinc.org](mailto:jpierman@sdsinc.org) between the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday, if there are any questions regarding this matter and to obtain an RFP Proposal Packet.

Proposals are required to be delivered **via email to the District Manager at [jpierman@sdsinc.org](mailto:jpierman@sdsinc.org)** with subject marked **“Response to Request for Proposals to Perform Security Services”** no later than **April 21, 2022, at 12:00 p.m.** 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 be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

The successful Provider will enter into a Security Services Agreement with the District that will begin May 1, 2022.

The District reserves the right to reject any or all proposals, to waive informalities and to re-advertise. There will be no fees paid to any firm for answering or responding to this RFP.

**BOARD OF SUPERVISORS  
AVENIR COMMUNITY DEVELOPMENT DISTRICT**

**PUBLISH: PALM BEACH DAILY BUSINESS REVIEW 03/29/22**

[FORM OF] SECURITY SERVICES AGREEMENT

THIS SECURITY SERVICES AGREEMENT (the "Agreement") is made and entered into this 1st day of May, 2022 (the "Effective Date"), by and between:

AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Palm Beach gardens, Palm Beach County, Florida, and whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 ("the District"), and

\_\_\_\_\_, a \_\_\_\_\_, whose address is \_\_\_\_\_ (hereinafter "Contractor").

**Recitals**

WHEREAS, the District was established for the purpose of purpose of planning, financing, constructing, installing, operating, and maintaining certain infrastructure, including but not limited to, a recreational facility known as the Avenir Clubhouse located within the District at 12255 Avenir Drive, Palm Beach Gardens, Florida (the "Clubhouse"); and

WHEREAS, the District has a need to retain an independent contractor to provide Security Services, as later defined, for the Clubhouse and Clubhouse property, and has solicited proposals from qualified companies pursuant to the Security Services RFP, incorporated herein by reference (the "RFP"); and

WHEREAS, Contractor has submitted its response to the RFP, dated April \_\_, 2022, to provide Security Services to the District, said proposal being attached hereto and incorporated herein as Exhibit A (the "Proposal"); and

WHEREAS, Contractor represents that it is qualified to serve as a security services contractor and has agreed to provide to the District such services identified, herein, in the RFP, and in the Proposal ("Security Services"); and

WHEREAS, the District Board of Supervisors selected Contractor to provide Security Services to the District; and

WHEREAS, District desires to engage Contractor to provide Security Services, as hereinafter described and upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**Section 1. Recitals.** The recitals stated herein are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**Section 2. Duties.** The duties, obligations and responsibilities of Contractor are to furnish and provide the Security Services to the District. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the



satisfaction of the District. Included as part of the Security Services to be provided by Contractor, but not limited to, are the following:

- a. Provide unarmed guard, with a roving vehicle to provide Security Services between the hours of 8:00 PM and 6:00 AM, seven (7) days a week;
- b. Provide a visible presence at the Clubhouse and Clubhouse property, including the Clubhouse, the exterior of the Clubhouse, the swimming pool area, the tennis courts, and the playground;
- b. Provide ongoing and continuous patrols of the Clubhouse and Clubhouse property and as requested by the District Manager of District, or his or her designee;
- d. Provide a visible presence within the District to deter any wrongdoing as much as is practicable;
- e. In the event security personnel witness to a wrongdoing or crime, security personnel shall attempt to acquire and report names, addresses, and phone numbers from the offenders and witnesses without exposing himself or herself to possible harm; and
- f. Provide reports to District on a weekly basis for each night worked detailing the activity of the officer and at the property during each shift, with such reports being in a format approved by the District and listing dates and times any security personnel are on site.

All personnel provided by Contractor pursuant to this Agreement shall perform the Security Services hereunder in a professional manner, consistent with the standard rules and code of conduct of such professionals and in compliance with all state, local, and federal laws, rules, and ordinances.

District may adjust the services and number of hours in which Security Services are to be provided under this Agreement.

**Section 3. Compensation.** District shall pay to the Contractor \$\_\_\_\_\_ per hour worked (the "Standard Rate") and \$\_\_\_\_\_ per hour for holidays per the Proposal for Security Services provided pursuant to this Agreement, for each security officer provided by the Contractor.

The District reserves the right to adjust the services and number of work hours authorized under this Agreement. District may request additional security officers at the Standard Rate by giving Contractor no less than 48 hours prior notice, by telephone or in writing, to Contractor. Compensation shall be paid to Contractor on a monthly basis. Contractor shall provide the District with a monthly invoice before the last day of each contractual service month representing the monthly installment due for that month. All invoices are due and payable upon receipt. Charges remaining unpaid thirty (30) days after receipt of the invoice shall bear interest at the rate of one percent (1%) per month. District, as a local government entity, is exempt from sales tax on this transaction.

**Section 4. Contractor's Acceptance of Conditions.** The Contractor has carefully examined the areas and properties within the District upon which Contractor will perform Security Services pursuant to this Agreement and has made sufficient tests and other investigations to be fully satisfied as to site conditions.

**Section 5. Waiver.** It is understood and agreed that the approval or acceptance by the District of any part of the work performed by Contractor under this Agreement as being in compliance with terms of this Agreement, shall not operate as a waiver by District of the strict compliance with any other terms and conditions of the Agreement and the related Security Services.

**Section 6. Indemnification; Limitation of Liability.**

A. Obligations under this section shall include the payment of all settlements, judgments, damages to property and for bodily injury, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

B. Contractor shall indemnify, save and hold the District harmless and shall defend the District from all loss, damage, or injury, including all judgments, liens, liabilities, debts, and obligations resulting directly from the negligent or intentional acts or omissions of Contractor's officers, directors, agents, assigns, or employees, that cause harm to persons or property in Contractor's performance of this Agreement, specifically including, but not limited, to all acts or omissions or negligence of Contractor's officers, directors, agents, assigns, or employees. Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes or any other laws.

**Section 7. Insurance.** Prior to the commencement of this Agreement and at any time upon request, Contractor shall provide evidence to District of compliance with the following insurance requirements:

- A. Commercial General Liability Insurance and Errors and Omission Insurance  
\$1,000,000 each occurrence, \$2,000,000 general aggregate
- B. Workers Compensation and Employers' Liability Insurance  
\$1,000,000 each occurrence
- C. Automobile Insurance  
\$1,000,000 each occurrence
- D. Employer's Liability Coverage  
\$500,000 each occurrence

Contractor shall pay for and maintain, at Contractor's expense, such insurance throughout the term and any extended terms of this Agreement. The District shall be named as an additional insured in the policies of insurance referenced in subsections A and C immediately above. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. Each Certificate of Insurance shall acknowledge that particular policy(ies) of insurance shall not be amended, modified, terminated, or canceled without the insurer first having provided at least thirty (30) days written notice to Contractor.

**Section 7. Independent Contractor.** Neither the Contractor nor any of its employees, agents, officers, directors, contractors, or representatives shall be deemed employees of the District, nor shall any such persons receive or be entitled to receive employee or other benefits from the District.

**Section 8. Site Manager.** The foreman for Contractor shall communicate with the District Manager on a regular basis for matters relating to the Security Services and upon each occurrence of the performance of the Security Services. The District may, in its discretion, notify Contractor that the District has hired a site manager with whom Contractor shall communicate regarding the Security Services. In addition to those requirements set forth in Contractor's Proposal, Contractor shall provide to District and shall regularly update on a bi-monthly basis the mobile

telephone, office telephone, and e-mail contact information for the Contractor's Field Supervisor, the Area Operations Manager, the Branch Manager, District Manager, and site supervisory personnel.

**Section 9. Term.** The performance of Security Services under this Agreement shall commence upon the District providing Contractor with a notice to proceed. The term of this Agreement shall be \_\_\_\_\_ ( ) years from the Effective Date, unless sooner terminated in accordance with this Agreement. The Agreement may be extended for up to three (3) additional one (1) year periods upon the mutual agreement of the parties hereto in writing and subject to appropriation of funds by the District Board of Supervisors.

**Section 10. Agreement.** This instrument, together with its Exhibit(s), shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

**Section 11. Employees.**

A. In addition to those requirements for background investigations performed by Contractor in connection with Contractor's hiring practices as may be referenced in Contractor's Proposal, Contractor shall, with respect to each employee providing or proposed to provide services to the District, also perform Florida Department of Law Enforcement (FDLE) checks, Drivers License checks, and sexual offender/sexual predator checks.

B. District agrees not to offer employment nor employ any Contractor employee during the employee's tenure with Contractor and for a period of six (6) months following the date of the employee's termination of employment with Contractor.

**Section 12. Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and Contractor.

**Section 13. Assignment.** This Agreement, or any portion thereof, shall not be assigned in any way by either party without the express written consent of the other party.

**Section 14. Termination.** District may terminate this Agreement for convenience and without any liability therefor by providing at least fifteen (15) days written notice to Contractor. Contractor may terminate this Agreement for convenience and without any liability therefore by providing at least thirty (30) days written notice to District. In addition, either party may terminate this Agreement immediately for breach, misconduct or other non-performance under this Agreement by the non-terminating party.

**Section 15. Notices.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by U.S. Certified Mail, Return Receipt Requested, postage prepaid, or by overnight delivery service, to the parties, as follows:

**A. If to the District:** Avenir Community Development District  
2501 A Burns Road  
Palm Beach Gardens, Florida 33410  
Attn: District Manager

**With a copy to:** Billing, Cochran, Lyles, Mauro & Ramsey, P.A.  
Las Olas Square, Suite 600  
515 East Las Olas Boulevard  
Fort Lauderdale, Florida 33301  
Attn: Dennis E. Lyles, Esq.

**B. If to Contractor:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

**Section 16. Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

**Section 17. Enforcement of Agreement.** In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

**Section 18. Controlling Law and Venue.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Palm Beach County, Florida.

**Section 19. Sovereign Immunity.** The Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.

**Section 20. Public Records.**

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and

2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

**C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**SPECIAL DISTRICT SERVICES, INC.  
2501A BURNS ROAD  
PALM BEACH GARDENS, FLORIDA 33410  
TELEPHONE: (561) 630-4922  
EMAIL: [JPIERMAN@SDSINC.ORG](mailto:JPIERMAN@SDSINC.ORG)**

**Section 21. E-Verify.** The Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Contractor agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Contractor shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Contractor is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Contractor shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Contractor is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this subsection.

**Section 22. Definitions.** Terms used in this Agreement that are defined in the Request for Proposal shall have the meanings indicated therein.

**Section 23. Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**Section 24. Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party hereto.

**Section 25. Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**Section 26. Conflict.** To the extent that there is a conflict with respect to any provisions of this Agreement, the RFP, or the Proposal, the provision in the main body of the Agreement shall govern over the RFP and the Proposal and the Proposal; shall govern over the RFP.

**Section 27. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

**Section 28. Emergency Response.** No later than \_\_\_\_\_, 2022, Contractor shall furnish District with a copy of its Emergency Management Plan (the "Plan"). Subsequent to review of the Plan by District management and the District Property Manager, District management shall present the Plan to the District Board of Supervisors for its review, comment, and acceptance. In addition to the requirements set forth in Contractor's Proposal, the Plan shall provide for immediate response by Contractor in the event of an impending hurricane or other weather-related event or a declared state of emergency. Immediate response shall mean that Contractor shall provide sufficient staff, equipment, vehicles, and supplies necessary to provide protection to District property and the public from any damages or injury. Compensation and staffing and equipment levels shall be detailed in the Plan to be presented to the District Board of Supervisors for acceptance.

**Section 29. Acts of God.** In the event of any strike or similar action, union picketing, labor disputes, disturbance, Acts of God, or other circumstances over which Contractor has no control and which causes the prevention of or the interference with the provision of Security Services under this Agreement, Contractor in its sole discretion reserves the right to suspend this Agreement until the cessation of such matters. During such period of cessation, District shall be relieved of any payment obligations to Contractor. This also includes but is not limited to hurricane warnings, mandatory evacuations, advisory evacuations or acts of terrorism. Nothing herein shall prohibit District from exercising its right to terminate the Agreement for convenience.

**Section 30. Responsibility for Losses.** Contractor shall not be responsible for any losses to District as a result of burglary, theft, fire or any other causes, except in the case of negligence or the part of Contractor or its employees. District shall orally notify Contractor of any loss or intended claim against Contractor's insurance carriers within three (3) business days of such loss occurring or having been discovered by District, whichever is later, and shall notify Contractor in writing within ten (10) days of such loss occurring or having been discovered by District.

**IN WITNESS WHEREOF**, the parties execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

Attest:

**AVENIR COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Jason Pierman, Secretary

By: \_\_\_\_\_  
Virginia Cepero, Chairperson  
Board of Supervisors

\_\_\_\_\_ day of \_\_\_\_\_, 2022

Witnesses:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

(CORPORATE SEAL)

\_\_\_\_\_ day of \_\_\_\_\_, 2022



**EXHIBIT A**

**CONTRACTOR'S PROPOSAL**