



City of Pembroke Pines

**FIRST AMENDMENT TO SECURITY GUARD SERVICES AGREEMENT  
BETWEEN THE CITY OF PEMBROKE PINES AND  
AMERICAN GUARD SERVICES, INC**

**THIS AMENDMENT (“First Amendment”)**, dated \_\_\_\_\_, is entered into by and between:

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

and

**AMERICAN GUARD SERVICES, INC**, a For Profit Corporation as listed with the California Division of Corporations, authorized to do business in the State of Florida, and with a business address of **1125 West 190<sup>th</sup> Street, Gardena, CA 90248**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, on **October 1, 2023**, the Parties entered into an Agreement (“Original Agreement”) for the provision of Security Guard Services, on an as-needed basis for an initial **three (3) year** period, which expires on **September 30, 2026**; and,

**WHEREAS** the Original Agreement authorized the renewal thereof at the expiration of the initial term for **two (2) additional, three (3) year** periods pursuant to written amendments to the Original Agreement; and,

**WHEREAS** the Parties desire to renew the term of the Original Agreement for an additional **three (3) year** period, commencing on **October 1, 2026**, and expiring on **September 30, 2029**, as set forth in this First Amendment.

**W I T N E S S E T H**

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

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

**SECTION 2.** The Original Agreement is hereby renewed for an additional **three (3) year** period, commencing on **October 1, 2026**, and expiring on **September 30, 2029** (“Renewal Term”).



**SECTION 3. Applicable Hourly Rates.** The hourly rates set forth below shall apply during the first year of the Renewal Term commencing on **October 1, 2026**, and continuing through **September 30, 2027**. Following the first year of the Renewal Term, the hourly rates shall be subject to Annual Adjustments in accordance with Section 4.1.1.1 of the Original Agreement.

Description	Hourly Wages	Overtime Wages	Burden Rate	Billable Hourly Rates	Billable Overtime Rates
Unarmed Officer	\$17.35	\$26.03	52.74%	\$26.50	\$39.75
Armed Officer	\$19.52	\$29.28	52.49%	\$29.77	\$44.66
Class G Armed Officer w/ Guardian Program Training	\$27.11	\$40.67	48.96%	\$40.38	\$60.57
City Center Armed Officer	\$29.27	\$43.91	48.28%	\$43.40	\$65.10
Golf Cart - Marked/Lighted	N/A	N/A	N/A	\$0.73	N/A
Patrol Vehicle - Marked/Lighted	N/A	N/A	N/A	\$4.40	N/A

**SECTION 4. Scrutinized Companies.**

4.1 CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

4.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

4.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

4.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

4.1.2.2 Is engaged in business operations in Syria.

**SECTION 5. Employment Eligibility.** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.



5.1 **Definitions for this Section.**

5.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

5.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

5.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

5.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

5.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

5.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

5.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

5.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**SECTION 6. Public Entity Crimes.** Pursuant to Section 287.133(2)(a), Fla. Stat., a



## City of Pembroke Pines

person or affiliate, as defined in Section 287.133(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this First Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

**SECTION 7. Discriminatory Vendor List.** Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this First Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

**SECTION 8. Human Trafficking.** Pursuant to Section 787.06(14), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this First Amendment and submitting the executed required affidavit, the CONTRACTOR represents and warrants that it does not use coercion for labor or services as provided by state law.

**SECTION 9. Antitrust Violations.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this First Amendment, CONTRACTOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this First Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

**SECTION 10. Compliance with Foreign Entity Laws.** CONTRACTOR (“Entity”)



*City of Pembroke Pines*

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hereby attests under penalty of perjury the following:

- 10.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: Section 287.138(2)(a), Florida Statutes);
- 10.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: Section 287.138(2)(b), Florida Statutes);
- 10.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);
- 10.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: Section 288.007(2), Florida Statutes);
- 10.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: Section 692.202(5)(a)(1), Florida Statutes); and,
- 10.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

**SECTION 11.** In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 12.** The Parties agree that in all other respects the Original Agreement shall remain in full force and effect, except as specifically modified herein.

**SECTION 13.** Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this First Amendment. The exhibits, if not physically attached, should be treated as part of this First Amendment and are incorporated herein by reference.

**SECTION 14.** Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this First Amendment.

**SECTION 15.** This First Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this First Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.



City of Pembroke Pines

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

**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

*Samuel F. Gordon* 5/28/26

Print Name: Samuel F. Gordon  
OFFICE OF THE CITY ATTORNEY

BY: \_\_\_\_\_

MAYOR ANGELO CASTILLO

ATTEST:

BY: \_\_\_\_\_

CHARLES F. DODGE, CITY MANAGER

\_\_\_\_\_  
GABRIEL FERNANDEZ, CITY CLERK

**CONTRACTOR:**

AMERICAN GUARD SERVICES, INC

DocuSigned by:  
Signed By: Gerald A. Gregory \_\_\_\_\_  
EBE33EB5D792467...

Date Signed: June 3, 2026

Printed Name: Gerald A. Gregory

Title: Executive Vice President



City of Pembroke Pines

**AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS**

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: June 3, 2026

ENTITY: American Guard Services, Inc.

SIGNED BY: DocuSigned by:  
*Gerald A. Gregory*  
EBE33EB5D792467... \_\_\_\_\_

NAME: Gerald A. Gregory

TITLE: Executive Vice President



City of Pembroke Pines

**AGREEMENT FOR THE PROVISION OF SECURITY GUARD SERVICES**  
**BETWEEN THE CITY OF PEMBROKE PINES**  
**AND AMERICAN GUARD SERVICES, INC.**

**THIS IS AN AGREEMENT (“Agreement”)**, dated October 1st, 2023 (“Effective Date”), by and between:

**CITY OF PEMBROKE PINES**, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

**AMERICAN GUARD SERVICES, INC.**, a For Profit Corporation, as listed with the California Division of Corporations, authorized to do business in the State of Florida, and with a business address of **1125 W 190th Street, Gardena, CA 90248** (hereinafter referred to as the “CONTRACTOR”). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

**WITNESSETH:**

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

**ARTICLE 1**  
**PREAMBLE**

In order to establish the background, context, and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the Parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **February 1, 2023**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **Security Guard Services** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**Request for Proposals (“RFP”) # TS-22-13**  
**“TS-22-13 Security Guard Services”**

1.2 On **March 14, 2023**, the bids were opened at the offices of the City Clerk.



1.3 On August 16th, 2023, the CITY Commission awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

## **ARTICLE 2**

### **SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR hereby agrees to provide **Security Guard Services**, on an as-needed basis, in accordance with the CITY's "**RFP # TS-22-13**", attached hereto and made a part hereof as **Exhibit "A"**, CONTRACTOR's response thereto, attached hereto and made a part hereof as **Exhibit "B"**, and the list of Locations set forth in **Exhibit "C"**, attached hereto and by this reference made a part hereof. CONTRACTOR agrees to perform all services required pursuant to this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form, and any subsequent purchase orders and/or amendments hereto. The services herein required shall be deemed non-exclusive; CONTRACTOR acknowledges that this Agreement does not preclude the CITY from using other vendors which provide the same or similar services during the term of this Agreement, as provided by the CONTRACTOR, on an as-needed basis.

2.1.1 On an as needed basis, the CITY may from time to time submit a purchase order/service request to CONTRACTOR for specified **Security Guard Services** which shall be more particularly described therein. The number of personnel and hours of service required pursuant to the purchase order/service request will be solely specified by the CITY. In the event CONTRACTOR does not have the capacity to perform as required by an applicable purchase order it may reject the CITY's request in writing, and CITY will proceed to engage another eligible service provider. In the event of acceptance, CONTRACTOR shall provide the specified services in accordance with **Exhibit "A"** and **Exhibit "B"**, pursuant to the applicable purchase order and shall timely submit to the CITY an invoice detailing the fees and costs owed for such services.

2.1.2 Locations for the provision of **Security Guard Services** in accordance with this Agreement (each having an associated "Property", collectively the "Properties") are listed in **Exhibit "C"** attached hereto and by this reference made a part hereof. The CITY, at its sole discretion, reserves the right to award each Location individually and more than one (1) Location at any given Property address. Location numbers, Properties, schedules, and type of security listed in **Exhibit "C"** for the performance of services may be amended from time to time, on an as-needed basis, at the sole discretion of the CITY. Such amendments may provide for the inclusion of additional, and/or previously unanticipated services.



*City of Pembroke Pines*

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2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor available to enforce these policies and procedures at the CONTRACTOR's expense.

2.4 CONTRACTOR shall schedule regular meetings with the CITY representatives at least once a month to discuss the progress and performance of the Security Guard Services, as more specifically described in **Exhibit "A"** and herein.

2.5 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.6 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

2.8 The Parties hereby agree that CONTRACTOR is the prime contractor providing the products and services described herein, and may only use subcontractors that are authorized and approved by CITY. CONTRACTOR shall not subcontract any of its obligations under this Agreement without first obtaining the CITY's prior written consent. In the event the CITY does consent in writing to any additional subcontracting arrangement, CONTRACTOR shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Agreement. Any subcontract entered into by CONTRACTOR shall name the CITY as a third party beneficiary.

2.9 **Return of Keys.** Upon completion of services rendered or termination of this agreement, CONTRACTOR must promptly return to CITY all CITY keys and/or access cards. By agreeing herein, CONTRACTOR understands that any loss or failure to return a CITY key shall subject CONTRACTOR to the costs associated with key replacement and/or re-keying. For keys unlocking several doors, replacement and re-keying costs can be substantial. In case of failure to



return a key and failure to pay for key replacement and/or lock re-keying, CONTRACTOR understands that CITY shall enforce by all legal means its right to repayment for all costs incident to key replacement and/or lock re-keying.

### **ARTICLE 3**

#### **TERM AND TERMINATION**

3.1 CONTRACTOR shall perform the Security Guard Services more particularly described in Article 2 of this Agreement, for an initial **three (3) year** period commencing on the **Effective Date** listed above, and expiring **three (3) years** from the Effective Date.

3.2 This Agreement may be renewed for **two (2), additional, three (3) year** renewal terms upon mutual consent of the Parties, evidenced by a written amendment to this Agreement extending the term thereof.

3.3 **Post Contractual Obligations.** In the event that the term or a subsequent renewal term of this Agreement expires, the CONTRACTOR agrees to continue providing services, at the current or then current rates, on a month-to-month basis until the CITY establishes a new contract for services.

3.4 **Termination for Convenience.** This Agreement may be terminated by CITY for convenience, upon providing **seven (7) calendar days** of written notice to CONTRACTOR for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination. Notwithstanding the foregoing, CONTRACTOR may terminate this Agreement for convenience, upon **one hundred fifty (150) calendar days'** prior written notice to CITY.

3.5 **Default by CONTRACTOR.**: In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of **thirty (30) calendar days** after receipt by CONTRACTOR of written notice of such neglect or failure.

### **ARTICLE 4**

#### **COMPENSATION AND METHOD OF PAYMENT**

4.1 CITY hereby agrees to compensate CONTRACTOR monthly for actual Security Guard Services performed by CONTRACTOR, in accordance with the hourly rates listed in **Exhibit "B"** and set forth here below, as may be adjusted annually:

4.1.1 Applicable Hourly Rates.

Description	Hourly Wages	Overtime Wages	Burden Rate	Billable Hourly Rates	Billable Overtime Rates
Unarmed Officer	\$ 16.00	\$ 24.00	52.74%	\$ 24.44	\$ 36.66
Armed Officer	\$ 18.00	\$ 27.00	52.49%	\$ 27.45	\$ 41.18
Class G Armed Officer w/ Guardian Program Training	\$ 25.00	\$ 37.50	48.96%	\$ 37.24	\$ 55.86
City Center Armed Officer	\$ 27.00	\$ 40.50	48.28%	\$ 40.04	\$ 60.06
Golf Cart - Marked/Lighted	N/A	N/A	N/A	\$ 0.73	N/A
Patrol Vehicle - Marked/Lighted	N/A	N/A	N/A	\$ 4.40	N/A

4.1.1.1 Annual Adjustments. The “Hourly Wages” as set forth in Section 4.1.1.1 of this Agreement, as amended from time to time, for the CONTRACTOR’s employees shall be automatically adjusted annually, on the anniversary date of the agreement, according to the Consumers Price Index for All Urban Consumers (“CPI-U”) All Items in Miami-Ft. Lauderdale, West Palm Beach, FL, (1982-84=100) Not Seasonally Adjusted, as published by United States Department of Labor, Bureau of Labor Statistics in the Detailed Report Series ID: CUURS35BSA0, CUUSS35BSA0 ([https://data.bls.gov/pdq/SurveyOutputServlet?data\\_tool=dropmap&series\\_id=CUURS35BSA0,CUUSS35BSA0](https://data.bls.gov/pdq/SurveyOutputServlet?data_tool=dropmap&series_id=CUURS35BSA0,CUUSS35BSA0)) for the preceding month of April or three percent (3%), whichever is less, but not less than zero percent (0%).

4.2 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.3 **Method of Billing and Payment.** CITY will make its best efforts to pay CONTRACTOR within thirty (30) calendar days of receipt of proper invoice, which invoice must include the total shown to be due. Invoices shall include information such as the date(s) of service, the amount of time spent, a description of the service(s) performed, and any other information reasonably required by CITY. The CITY shall within thirty (30) calendar days, from the date the CITY’s Municipal Security Manager or his/her designee, approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY’s Municipal Security Manager or his/her designee.

Payment will be made to CONTRACTOR at:  
**American Guard Services, Inc.**  
**1125 W 190<sup>th</sup> Street**  
**Los Angeles, CA 90248**



## **ARTICLE 5**

### **CHANGES IN SCOPE OF WORK**

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Work, as described herein. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality, and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. In no event will the CONTRACTOR be compensated for any work which has not been described either herein or in a separate written agreement executed by the parties hereto.

5.2 While requesting changes that would increase, decrease, or otherwise modify the scope of services CONTRACTOR shall continue work, however, in no event will CONTRACTOR be compensated for any work that has not been described either herein, in a purchase order, or separate written agreement executed by the parties hereto.

## **ARTICLE 6**

### **INDEMNIFICATION**

6.1 CONTRACTOR shall indemnify and hold harmless the CITY, its officers, agents, assigns, employees, consultants, separate contractors, any of their subcontractors, and sub-subcontractors from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from performance of this Agreement, the failure of CONTRACTOR to take out and maintain insurance as required under this Agreement, and any negligent act or omission of CONTRACTOR, its employees, agents, partners, principals, subcontractors, and/or officers. **Nothing set forth herein shall be construed to require the Contractor to indemnify and hold harmless any indemnitee herein from claims, demands, suits, causes of action or proceedings and any resulting liability, losses, damages and attorneys' fees and costs, to the extent caused by the sole negligence of any indemnitee herein or any third party other than Contractor, its employees, agents, servants, partners principals and/or subcontractors.** The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

6.2 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

6.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.



6.4 CONTRACTOR shall be liable for any accident, loss, injury or damages to persons and/or property arising out of and/or resulting from CONTRACTOR's performance of the work required by this Agreement.

6.5 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

## **ARTICLE 7** **INSURANCE**

7.1 CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein required.

7.2 CONTRACTOR AND ALL SUBCONTRACTORS, SHALL NOT BE ALLOWED TO commence work under this AGREEMENT until the Contractor has obtained all insurance required by this Insurance Section, including the purchase of a Policy of Insurance naming the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms must be agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines, nor shall any SUBCONTRACTOR be allowed to commence work under this AGREEMENT until the SUBCONTRACTOR complies with the Insurance requirements required by this Insurance Section, including the duty to purchase a Policy of Insurance which names the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms are agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines.

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

7.4 Certificates of Insurance shall provide for thirty (30) calendar days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) calendar days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) calendar days prior to the expiration of the date of such insurance, a renewed certificate of



insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

## 7.6 REQUIRED INSURANCE

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

- 7.6.1 General Liability/Professional Liability: \$3,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage which shall include coverage under the policy for the armed operations of all security guard personnel. If the use of firearms is covered under a special insurance policy, the City should be named as an Additional Insured on the policy. A primary policy can be combined with excess coverage to equal the \$3,000,000. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

Aggregate Reduction: CONTRACTOR shall advise the CITY in the event any aggregate limits are reduced below the required per-occurrence limit. At its own expense, the CONTRACTOR will reinstate the aggregate limits to comply with the minimum requirements and shall furnish the CITY with a new certificate of insurance showing such coverage is in force.

1. Each Occurrence Limit - \$3,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$3,000,000
4. General Aggregate Limit - \$3,000,000
5. Products & Completed Operations Aggregate Limit - \$3,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.**

Yes No

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



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

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption for CITY to exempt CONTRACTOR.

Yes No

7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

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

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

7.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence.

Yes No

7.6.4 Umbrella/Excess Liability Insurance in the amount of \$3,000,000.00 as determined appropriate by the CITY depending on the type of job and exposures contemplated. A primary policy can be combined with excess coverage to equal the \$3,000,000. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

7.6.5 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**



## 7.7 REQUIRED ENDORSEMENTS

- 7.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein. CONTRACTOR shall include the CITY as an additional insured to the extent of the CONTRACTOR's indemnification obligations under this Agreement. CONTRACTOR shall also hold the CITY, its agents, officers, subcontractors, and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder, except to the extent such claims for damages are solely caused by the negligence of the CITY.
- 7.7.2 Waiver of all Rights of Subrogation against the CITY.
- 7.7.3 Thirty (30) calendar day Notice of Cancellation or Non-Renewal to the CITY.
- 7.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 7.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 7.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property Policies as their interest may appear.

7.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

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

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

## **ARTICLE 8**

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

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



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

## **ARTICLE 9**

### **INDEPENDENT CONTRACTOR**

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

## **ARTICLE 10**

### **AGREEMENT SUBJECT TO FUNDING**

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

## **ARTICLE 11**

### **UNCONTROLLABLE FORCES**

11.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes,



storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions.

11.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

## **ARTICLE 12** **GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

## **ARTICLE 13** **SIGNATORY AUTHORITY**

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

## **ARTICLE 14** **DEFAULT OF CONTRACT & REMEDIES**

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

14.2 **Corrective Action Procedures and Infraction Fees**. If, in the judgment of CITY, CONTRACTOR fails to perform the services in accordance with the requirements of this Agreement, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement and the Corrective Action Procedures of the Quality Assurance Plan, as set forth in **Exhibit "A"**. In addition to the foregoing CITY reserves the right to impose Infraction Fees as set forth in **Exhibit "A"** for violations set forth therein. CITY shall be the sole judge of CONTRACTOR's failure to perform.

14.3 **Default of Contract**. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:



14.3.1. The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

14.3.2. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) calendar days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) calendar days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) calendar day period and thereafter diligently prosecutes such cure to completion.

14.3.3. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

14.3.4. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) calendar days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) calendar days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.

14.4 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONTRACTOR to comply with all provisions of this Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) calendar days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement.

14.4.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to CONTRACTOR.

14.4.2. CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR together with the costs incident thereto to such default.



City of Pembroke Pines

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14.4.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

14.4.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) calendar days of the receipt by CONTRACTOR of such notice from CITY.

#### **ARTICLE 15** **BANKRUPTCY**

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

#### **ARTICLE 16** **MERGER; AMENDMENT**

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

#### **ARTICLE 17** **DISPUTE RESOLUTION**

In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute. CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

#### **ARTICLE 18** **PUBLIC RECORDS**

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



*City of Pembroke Pines*

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

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

18.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

18.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

18.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth herein.

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

**CITY CLERK  
601 CITY CENTER WAY, 4<sup>th</sup> FLOOR  
PEMBROKE PINES, FL 33025  
(954) 450-1050  
[mgraham@ppines.com](mailto:mgraham@ppines.com)**

**ARTICLE 19  
SCRUTINIZED COMPANIES**

19.1 CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended,



a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

19.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

19.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

19.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

19.1.2.2 Is engaged in business operations in Syria.

## **ARTICLE 20** **EQUAL BENEFITS FOR EMPLOYEES**

20.1 CONTRACTOR certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that CONTRACTOR currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances.

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

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

20.4 CONTRACTOR must conspicuously make available to all employees and applicants for employment the following statement:

**“During the performance of a contract with the City of Pembroke Pines, Florida, the CONTRACTOR will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City of**



**Pembroke Pines Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.**

If CONTRACTOR has questions regarding the application of Section 35.39 of the City of Pembroke Pines Code of Ordinances to CONTRACTOR’s duties pursuant to this Agreement, contact Human Resources at (954) 954-392-2092 or [drotstein@ppines.com](mailto:drotstein@ppines.com).

20.5 By executing this Agreement, CONTRACTOR certifies that it agrees to comply with the above and Section 35.39 of the City of Pembroke Pines Code of Ordinances, as may be amended from time to time.

**ARTICLE 21  
EMPLOYMENT ELIGIBILITY**

21.1 **E-Verify.** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

21.1.1 **Definitions for this Section.**

21.1.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

21.1.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

21.1.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

21.1.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

21.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

21.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

21.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The



## City of Pembroke Pines

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Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

21.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

### **ARTICLE 22** **MISCELLANEOUS**

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

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

22.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

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





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

22.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

22.9 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

22.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

22.11 **Entire Agreement and Conflicts.** This Agreement represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. In the event of a conflict between this Agreement, **Exhibit "A"**, **Exhibit "B"**, and **Exhibit "C"**, this Agreement shall prevail, followed by **Exhibit "A"**, **Exhibit "C"**, and then **Exhibit "B"**.

22.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

22.13 **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

22.14 **Protection of CITY Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

22.15 **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

22.16 **Compliance with Statutes.** It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable.



*City of Pembroke Pines*

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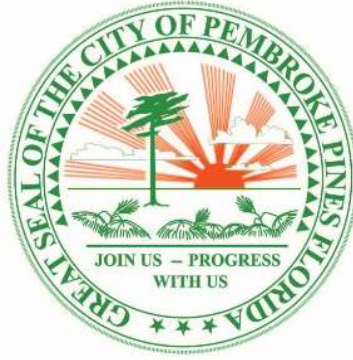
22.16.1 **Services to be Performed at CITY Schools.** CONTRACTOR shall comply with Chapter 1012, Florida Statutes, which requires Level II background screening for individuals who are vendors performing services at a Florida public school or district, if applicable.

22.17 **Additional Background Screening Requirements.** In addition, to any other background screening requirements that may be required in this Agreement and/or by statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies, the CONTRACTOR shall ensure that all employees that are providing services to the CITY, shall complete and pass a **Level II background check.**

**SIGNATURE PAGE FOLLOWS**



## Exhibit "A"



# Security Guard Services

## Request for Proposals # TS-22-13

<b>General Information</b>		
Project Cost Estimate	\$700,000 annually	See Section 1.7.1
Project Timeline / Contract Term	This contract shall be for an initial three-year period with two additional three-year renewal terms.	See Section 1.7.6
Evaluation of Proposals	Evaluation Committee	See Section 1.10
Non-Mandatory Virtual Pre-Bid Meeting	10:00 a.m. on February 16, 2023 livestreamed on <a href="https://ppines.webex.com/meet/purchasing">https://ppines.webex.com/meet/purchasing</a> from the Public Services Building, Large Conference Room, located at 8300 S. Palm Drive, Pembroke Pines, FL 33025.	See Section 1.11.1
Question Due Date	February 20, 2023	See Section 1.11
Proposals will be accepted until	2:00 p.m. on February 28, 2023	See Section 1.11
Proposal Security / Bid Bond	Not Applicable	Not Applicable
Payment and Performance Bonds	Not Applicable	Not Applicable
Grant or Federal Funding Information	Not Applicable	Not Applicable

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



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ATTACHMENTS

Attachment A: Non-Collusive Affidavit

Attachment B: Sample Insurance Certificate

Attachment C: Specimen Contract - **Contractual Services Agreement**

Attachment D: Pricing Sheet / Proposed Shift Schedule



## **SECTION 1 - INSTRUCTIONS**

### **1.1 NOTICE**

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

#### **RFP # TS-22-13 Security Guard Services**

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

If you have any problems downloading the solicitation, please contact the Bonfire Support at [Support@GoBonfire.com](mailto:Support@GoBonfire.com).

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

The City requires all questions relating to the solicitation be entered through the "Messages" section for the specific project on the <https://ppines.bonfirehub.com/> website. Under the "Messages" section, vendors will find the "Opportunity Q&A" tab in which they can ask their specific question(s). Responses to the questions will be provided online at [https://ppines.bonfirehub.com](https://ppines.bonfirehub.com/). Such request must be received by the "Question Due Date" stated in the solicitation. The issuance of a response via Bonfire is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

**Proposals will be accepted until 2:00 p.m., Tuesday, February 28, 2023.** Proposals must be **submitted electronically at <https://ppines.bonfirehub.com/>**. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk's Office, in the City Hall Administration Building, 4<sup>th</sup> Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

#### **1.1.1 VIRTUAL BID OPENING**

The City may not be opening up the physical location for public access.

As a result, meetings may be a combination of in-person and virtual, all as provided by law. **In any event, the public is encouraged to attend the bid opening process virtually in lieu of attending the meeting in person.**



## City of Pembroke Pines

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Bid openings for this project will be live-streamed from the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025 at **2:30 PM on the bid due date**.

While recognizing the importance of public accessibility to the bid openings, and considering public health concerns, in the abundance of caution, the City is requesting that interested parties utilize live streaming as a safe way for vendors and the public to view the bid opening process in lieu of attending the meeting in person.

The public is invited to attend the meeting virtually via the Cisco Webex Meetings platform.

- WebEx Meeting Link: <https://ppines.webex.com/meet/purchasing>
- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the **Cisco Webex Meetings app** from <https://www.webex.com/downloads.html>, to view and listen to the meeting, however please make sure to mute your phone/microphone/device's audio and camera as the **public may attend the meeting but will not be allowed to comment or participate in the proceedings.**

If any member of the public requires additional information about this meeting or has any questions about how to access the meeting, please contact:

Danny Benedit, Procurement Department  
City of Pembroke Pines  
8300 South Palm Drive,  
Pembroke Pines, FL 33025  
954-518-9022  
[purchasing@ppines.com](mailto:purchasing@ppines.com)

### **1.2 PURPOSE**

The City of Pembroke Pines is hereby seeking proposals from qualified Contractors for Security Guard Services in a manner that ensures the highest level of security at each facility where services are provided.

The Contractor shall provide, in all instances as required by the City within the scope of this solicitation, adequate number of personnel to provide the services stipulated herein at the designated locations and hours, as may be amended by the City. In addition, the Contractor shall provide all items necessary to provide the service including adequate uniforms, equipment, and vehicles.

### **1.3 BACKGROUND**



**City of Pembroke Pines**

Below is list of locations, schedules, and the type of security needed at each of these locations. The City reserves the right to award each location individually. The locations, schedules, and type of security may be amended by the City as needed.

<b>Location</b>	<b>Schedule</b>	<b>Type of Security</b>	<b>Estimated Hours Per Week</b>	<b>Estimated Hours Per Year</b>
Academic Village (Pool & Water Tank) 17189 Sheridan Street, Pembroke Pines, FL 33331	7:00 p.m. - 7:00 a.m. Mon - Fri  24 hours per day Sat & Sun	1 Unarmed Officer	108	5,616
Storage Lot 10801 Pembroke Road, Pembroke Pines, FL 33025	7:00 p.m. - 7:00 a.m.  7 days per week	1 Unarmed Officer with a Marked/Lighted Golf Cart	84	4368
Pines Place Guardhouse 8210 Florida Drive, Pembroke Pines, FL 33025	24 hours per day 7 days per week	1 Unarmed Officer	168	8,736
Howard C. Forman Human Services Campus 8300 S. Palm Drive, Pembroke Pines, FL 33025 (Various Other Locations)	7:00 p.m. - 7:00 a.m.  7 days per week	1 Unarmed Officer with a Marked/Lighted Patrol Vehicle	84	4,368
Utilities Customer Services 8300 S. Palm Drive, Pembroke Pines, FL 33025	6:30 a.m. - 6:00 p.m. Mon - Thu	1 Armed Officer	46	2,392
WasteWater Treatment Plant 13955 Pembroke Road, Pembroke Pines, FL 33027	24 hours per day 7 days per week	1 Unarmed Officer with a Marked/Lighted Golf Cart	168	8,736
City Hall 601 City Center Way, Pembroke Pines, FL 33025	7:00 a.m. - 6:30 p.m. Mon - Thu	City Center Armed Security Officer	46	2,392
Central EDC (Summer Session) 12200 Sheridan Street, Building P Pembroke Pines, FL 33026	6:30 a.m. - 6:30 p.m. Mon - Fri	Class G Armed Security Officer with Guardian Program Training	60	540
West EDC (Summer Session) 1600 SW 184 Avenue, Pembroke Pines, FL 33029	6:30 a.m. - 6:30 p.m. Mon - Fri	Class G Armed Security Officer with Guardian Program Training	60	540

**1.4 OBJECTIVES**



It is the intent of the City to protect its students, personnel, and/or property by means of well-trained experienced, alert, interested, and reliable Contractor personnel. Contractor shall impress upon its personnel that their primary duty and responsibility is to safeguard the students, employees, the general public, and City property. This general order supersedes all others. Contractor personnel shall act in a courteous and professional manner at all times.

The types of services required under this Solicitation are:

- Unarmed Security Officer
- Armed Security Officer
- Class G Armed Security Officer with Guardian Program Training
- City Center Armed Security Officer
- Marked/Lighted Security Golf Cart Patrol
- Marked/Lighted Security Car Patrol

Each of these services requires special technical and managerial proficiencies; therefore, specific prior experience requirements must be met to adequately provide such services. Services at a given location shall be provided by a single Contractor.

Services shall be available to the City on a twenty-four (24) hour basis three-hundred and sixty-five days (365) a year (including all Federal and City observed holidays).

## **1.5 REQUIREMENTS**

### **1.5.1 Contractor**

Contractors shall provide documentation in their Proposal that demonstrates their ability to satisfy the minimum qualification requirements. Contractors who do not meet the minimum qualification requirements or who fail to provide supporting documentation may be deemed non-responsive.

The minimum qualification requirement for this Solicitation is:

Hold a valid class "B", Security Agency License, or class "BB" Security Agency Branch Office License, issued by the State of Florida, Division of Licensing. License must be valid at the time proposal is submitted. The Contractor shall maintain this qualification during the term of the Contract, including extensions and renewals thereof.

### **1.5.2 Communication System**

- A) **Handheld Radios / Mobile Phone Application, etc.:** The proposer shall identify the various aspects of their Communication System and how it will best meet the needs of the City and Contractor. The Communication System may be two-way handheld radios, licensed for use by the FCC, that are provided by the Contractor(s) to all on-duty personnel. The proposer may also utilize alternative systems, such as mobile



phone applications that track employees while on duty and allow a system for the employees to check-in with central dispatch, etc.

- B) **Central Dispatch Center:** Contractor shall have a stationary base station/office where the Central Dispatch Center is located. Dispatch Center shall have at least five (5) lines: four (4) dedicated telephone lines for incoming and outgoing voice phone calls, and one (1) additional dedicated line for fax and/or computer use. Contractor(s) Central Dispatch Center shall have a backup generator or other technology that allows for the continued operation of the Central Dispatch Center during power outages, inclement weather, man-made or natural disasters. The use of cellular phones and/or call forwarding for the main central dispatch telephone lines is unacceptable. A mobile transmitter/receiver or a handheld radio operated from the field or the office will not be considered sufficient to adequately provide dispatch service. The term "Office" does not include a home office, mail drop location, cellular phone or other location. Central Dispatch Center may be located out of the state but shall be independently operated by the Contractor. This Center shall not be outsourced to another company unless approved in writing by the City.

Central Dispatch Center shall be staffed by experienced Contractor(s) personnel twenty-four (24) hours a day, seven (7) days a week. Contractor(s) personnel assigned to the Central Dispatch Center shall have the ability and authority to take immediate action on behalf of the Contractor(s), as required. This station shall have a complete roster of all Contractor(s) personnel assigned to City posts, contact information, assignment locations and assignment hours. The Central Dispatch Center shall maintain a logbook or electronic technologies which maintain records of all activities (e.g. requests for service, incidents, status checks (radio or otherwise), failure to report for duty, etc.). The Central Dispatch Center shall conduct routine status checks of the Contractor(s) personnel and make notations of any failure or the Contractor(s) personnel to respond or report for assigned duties. The frequency of status checks shall be mandated solely by the City. The Central Dispatch Center shall also be able to make contact with Contractor(s) management twenty-four (24) hours a day, seven (7) days a week. Failure to comply with any of these requirements constitutes a material breach of a contract, issued as a result of this Solicitation, and may result in Infraction Fees and/or a Non-Performance being assessed.

The City reserves the right to visit the office space to be utilized to provide services, prior to award and during the term of the contract, to ensure space and equipment is adequate to provide the services required.

- C) **System Quality:** The Communications System among system users (e.g., all City and Selected Proposer(s) personnel) shall be strong and clear at all times, both transmitting and receiving. Selected Proposer(s) shall provide and maintain required system quality, as follows:
- 1) Ensure that the speed and quality of communications (radio or otherwise) is not detrimentally impacted by on-air congestion. If applicable, the Selected



Proposer(s) should select a channel, (i.e., frequency that is not overloaded with non-contract users).

- 2) Implement a program of maintenance and repair for all equipment to be used in providing services to the City. Such a program shall ensure the optimum performance of all equipment at all times, thereby allowing the system to meet the service requirements and quality standard specified in this Solicitation.
- 3) Have a sufficient number of spare equipment (such as but not limited to radios, chargers and charged batteries) in stock to provide for those that are inoperative in the field or in the repair shop. Malfunctioning communication devices (radios, etc.) shall be replaced within four (4) hours.
- 4) Ensure that all communication equipment has sufficient operating power at all times during a tour of duty. It may be necessary for the Selected Proposer(s) to implement a system by which fresh batteries, or charger radios, are delivered to the posts in order to meet this requirement. Wherever possible, the City may provide safe storage and electric power (for charging).

**D) City Evaluation of Communications System:** City's Municipal Security Manager or designee reserves the right to evaluate the Communication System at any time during the term of a Contract including any extensions or renewal thereof. Should there be a deterioration of performance and the Selected Proposer(s) is unable or unwilling to make necessary improvements, the City shall consider this a material breach of the Contract and may terminate the Contract issued. The City's Municipal Security Manager or designee shall be the sole judge of the adequacy of the Communication Systems.

### **1.5.3 Uniforms and Equipment**

#### **A) Standard Uniform for Security Officers**

Contractor(s) shall ensure that, at all times while in uniform, all personnel shall be fully equipped and wear complete City-approved uniforms including uniform jackets with required patches that are sewn on and name tags. Contractor(s) personnel shall wear uniforms whose color and style have been approved in advance by the City. Contractor(s) shall establish a dress code policy that includes: grooming and hygiene standards. Policy shall be approved in advance by the City. All personnel providing service to the City may be required to wear the same color and style of uniform, distinguished only by Contractor(s) identification patches. Uniforms do not have to be new, but shall be in good condition, and meet contractual standards. Uniforms shall consist of the following items:

- 1) Trousers, all-season weight.
- 2) Shirt/blouse, short or long sleeve.
- 3) Belt – solid black.
- 4) Duty Belt (high gloss style).



- 5) Socks – solid black in color.
- 6) Shoes – solid black Patent Leather, Corfam shoes or all black rubber sole shoes, no high heels, no platform shoes and no sneakers or tennis shoes (without medical waiver).
- 7) Shoulder patches to indicate the name of the Contractor(s) shall be sewn on and worn on both shoulders of the uniform jacket and shirt. No other identification of the Contractor(s) shall be worn or displayed on the uniform hat.
- 8) Nametags to be worn over the right shirt pocket.
- 9) Foul weather/cold weather clothing, including raincoats, boots, and/or security jackets, shall be required for those employees assigned to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing shall be identical in style and color for each Security Officer, and marked with Contractor(s) identification, logo or name, or an insignia. Jackets worn during cold weather shall be issued by the Contractor(s) along with company patch sewn to the jacket.
- 10) Wear clean, pressed uniforms at all times while on duty at a City Post.

#### **B) Personnel Equipment**

Except as specifically noted, or provided for in this Solicitation, all Contractor(s) personnel shall be equipped at all times while on duty with the following items:

- 1) Handcuffs and Key.
- 2) Flashlight; heavy-duty (2 or more D-cells or compact rechargeable lithium battery powered flashlights), for shifts during night time or in dark places.
- 3) Communication equipment such as two-way radio, licensed for use by the Federal Communications Commission (FCC) or alternative systems as approved by the City.
- 4) The following equipment shall be optional for security officers to carry, however the City highly recommends this equipment:
  - a. Mace foam style (officer shall be certified as per Florida State Statutes.)
  - b. Expandable Baton, e.g. ASP (officer shall be certified as per Florida State Statutes.)

**Note: All Contractor(s) personnel shall not carry any unauthorized equipment such as chemical agents, concealed weapons, personal radios, or other items not approved by the City or which is not included in a contract issued as a result of this Solicitation.**

#### **C) Armed Personnel Equipment**

In addition to the “Personnel Equipment” listed above, the Selected Proposer(s) shall issue to their armed personnel a company issued and owned Firearm. In no circumstance will an Officer’s personal weapons be acceptable as the Officer’s duty weapon in providing service to the City. The Firearm shall be a semiautomatic pistol



of a reputable manufacturer (e.g., Smith & Wesson, Colt, Glock, Ruger, Sig Sauer, Beretta, H&K, or Taurus), and ammunition that meets Florida State Statutes. All semiautomatic pistols shall be of the same manufacturer and caliber. All personnel shall be issued an ammunition pouch and a minimum three (3) fully loaded magazines with the number of rounds in accordance to the weapon's ammunition capacity. All armed personnel shall utilize a weapon triple retention holster compatible with the firearm, uniform, and other equipment. The holster shall be worn on the duty belt. All armed personnel shall be provided training for triple retention holsters.

Selected Proposer(s) shall observe the following safeguards regarding the use of firearms at all City facilities/buildings and service assignments. This includes, but is not limited to, the distribution of the following safeguards to all Officers on post and the inclusion of these safeguards in all training courses:

- 1) Firearms shall **not** be removed from their holsters for any reason except to be used in life-threatening situations or for inspection by the City's Municipal Security Manager or designee. Gun Belts shall be worn properly at all times except during restroom breaks. Violations of these policies may result in immediate removal from City contract and criminal prosecution, as warranted.
- 2) At no time will firearms (including gun belts and ammunition) be stored or left unsecured at any City location.
- 3) Firearms shall not be cleaned at City locations **at any time.**
- 4) Unauthorized weapons, holsters, and ammunition are expressly prohibited.
- 5) Armed Officers who do not have in their possession a current Florida Department of State "G" license shall be immediately removed from standing post at the City location.
- 6) Loss, theft, use, or misuse of weapons shall be reported immediately to the City's Municipal Security Manager.
- 7) Any incident that involves the display or discharge of a firearm shall be immediately reported to the City's Municipal Security Manager or designee.
- 8) Armed Officers shall follow all guidelines as set forth all in FSS Chapter 493.

#### **D) Vehicular Equipment**

Contractor(s) personnel may be required by the City to operate licensed and insured marked motor vehicles in order to monitor different posts, move between assignments, or to conduct vehicular patrols of an area. Likewise, they may be required to operate off-street motorized carts in order to conduct vehicular patrol of an area. Vehicles shall be provided, and all expenses for their maintenance and operation shall be paid by the Contractor(s). Contractor(s) shall provide, all personnel assigned to these services, a training class with a minimum of eight (8) hours of course instruction. The City shall approve vehicle types, color, markings,



lights, and other features. Any personnel assigned to a post where he/she will be operating a motorized vehicle, to include a golf cart, shall have a valid Florida driver's license.

**E) City Issued Equipment**

City shall furnish equipment to the Selected Proposer(s), to be used only in connection with the providing services to the City. Selected Proposer(s) shall be responsible for all equipment issued by the City to the Selected Proposer(s) solely for performance of the work contained herein. Selected Proposer(s) shall replace, or reimburse the City at current market rates, for all equipment that is lost, damaged, stolen, or made otherwise unavailable due to the negligence of the Selected Proposer(s) or their personnel. Upon termination/expiration of a Contract issued as a result of this Solicitation and all renewals or extensions thereof, all equipment shall be returned to the City in good operating condition, less reasonable wear and tear as defined by the City's Municipal Security Manager or designee.

- 1) **Keys:** Selected Proposer(s) shall be responsible for all keys that are issued by the City. Special care shall be exercised when dealing with Grand Master or Master keys. All lost keys shall be reported immediately to the City's Municipal Security Manager. Selected Proposer(s) shall provide adequate control and accountability for these keys. If a Grand Master or Master key under control of the Selected Proposer(s) is lost, the Selected Proposer(s) shall be liable for the cost of re-keying those buildings, facilities or locations impacted. Lost keys, other than Grand Master or Master keys shall result in the Selected Proposer(s) paying for the cost of re-keying all effected doors. The removal and/or duplicating of City issued keys without the expressed written consent of the City's Municipal Security Manager or designee is strictly prohibited.
- 2) **Phones:** City phones made available to the Selected Proposer(s) personnel are to be used for City business only. Personal and long distance calls are prohibited. Long distance or any unauthorized calls shall be reimbursed to the City within fourteen (14) business days of notice from the City. The use of personal Cellular phones is also prohibited except in emergency situations, violations of these procedures will result in Infraction Fees.

**Note: The Selected Proposer(s) shall be liable for any loss of or damage to City or private property, real or personal, that may result from the acts or omitted acts of its personnel in violation of a Contract issued as a result of this Solicitation or any derivative or supplemental documents (e.g. post orders) or directives.**

**1.5.4 Professional, Technical Licenses or Certificates, and Physical Requirements**

- 1) All personnel employed by the Contractor(s) to perform duties on any Contract issued as a result of this Solicitation shall be approved prior to performing said duties.



Contractor personnel shall keep active, and possess at all times while on duty, those professional, technical licenses or certificates as required by all Federal Regulations and Florida State Statutes. This includes a company issued photo I.D. card. All of the above, as applicable, are to be conspicuously displayed at all times while on duty. The Contractor(s) shall provide in all instances uniformed Security Officers, and armed if requested, to provide Security service at designated locations. The number of personnel and hours of service required will solely be specified by the City, to the Contractor(s) throughout the term of any Contract issued as a result of this Solicitation.

- 2) All licenses and other personnel requirements shall be maintained throughout the term of a Contract issued as a result of this Solicitation and any extensions or renewals thereof, as follows:

<b>License and Identification Cards</b>	<b>Requirement</b>
State of Florida "D" Security Officer License	Yes
State of Florida "G" Firearms License	*Yes
State of Florida Driver's License	**Yes

\* Only required if assigned to armed post.

\*\* Only required if assigned to vehicular patrol (e.g. motor vehicles or golf cart).

- 3) Personnel may not be employed by the Contractor(s) to provide services to the City if he/she currently or in the past has:
- Any Felony, Sexual or Domestic Violence conviction.
  - Discharged from the Military under any conditions other than Honorable.
  - Any history of irresponsible behavior including but not limited to any criminal activity, poor driving record.
- 4) The work performed under this Solicitation requires frequent and prolonged walking and standing. Occasionally, Security Officers may encounter and be required to subdue violent people. Physical stamina is a basic requirement of these positions. Any individual who cannot meet the physical requirements of the position, including inability discovered through the job performance, will not be qualified to work under a Contract issued as a result of this Solicitation. In addition, all personnel shall possess satisfactory interpersonal skills.
- 5) Contractor(s) personnel shall successfully complete a medical examination, to be conducted at the Contractor(s) expense prior to duty assignment or as required for reasonable cause, determined by the City. The results of the medical examination shall demonstrate the personnel's ability to perform the required services.

The medical and non-medical tests shall include, at a minimum:

- Psychological Testing
- Vision



- Physical Examination
- Speech
- Testing for drug and illegal substance use.
- Routine Urinalysis
- Audio
- PPD Skin Testing
- Background Screening
- Pulmonary Function Test

Thereafter, an annual examination(s) shall be conducted by the Contractor(s) and submitted to the City upon request. Cost of annual examinations shall be borne by the Contractor(s).

### **1.5.5 Selected Proposer(s) Project Manager and Security Officers**

#### **A) General**

The Project Manager(s) and Security Officer(s) employed by the Selected Proposer(s) to provide services to the City shall meet certain minimum qualifications or standards regarding background, experience, health, and licensure, as established in this section, unless specifically and individually waived in writing by the City. The City reserves the right to interview and approve any personnel.

- 1) Shall have a High School Diploma, GED or Degree, which shall be from a United States accredited and verifiable institution.
- 2) Shall have an FDLE and national criminal history background verification completed demonstrating a history of responsible behavior and that the candidate is free from previous or open criminal offenses prior to providing service to the City. An annual national background verifications shall be conducted and submitted to the City Municipal Security Manager or designee upon request. The City Municipal Security Manager or designee maintains the sole discretion to determine the demonstration of responsible behavior and may waive these requirements if determined to be in the best interest of the City.
- 3) Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.
- 4) Shall be at least twenty-one (21) years of age.
- 5) Shall be able to communicate proficiently (both oral and written) in English. Security work often deals with life/safety issues; therefore, the Selected Proposer(s) Project Manager(s) and Security Officer(s) shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.

**B) Security Officer**

All Security Officers shall meet the requirements listed under section **1.5.5(A)** “**General**” along with the following requirements:

- 1) Shall have a valid Class “D” (and “G” when applicable) license from the Florida Department of State, pursuant to Florida Statute 493, and shall maintain this license at all times while providing service to the City under a Contract issued as a result of this Solicitation.
- 2) Shall have or acquire a valid State of Florida Driver’s license (required if Security Officer is assigned to vehicular patrol (e.g. motor vehicles or golf cart).
- 3) All Security Officers shall pass an extensive background investigation, which includes ten (10) years employment history check in addition to a Criminal Background Check and a fingerprint check with the FBI. This check is mandatory and shall be initiated and paid for by the Contractor.
- 4) Shall successfully complete a medical examination, to be conducted at Selected Proposer’s expense prior to duty assignment or when required for reasonable cause by the City. The results of the medical examination shall demonstrate the personnel’s ability to perform the services. The tests shall include, at a minimum, tests for communicable diseases, vision, color blindness, hearing, speech, and tests for drug and illegal substance use.
- 5) Must have a minimum one (1) year experience as a licensed Security Officer, or one (1) year management/supervisory experience, or one (1) year of accredited college course of study and/or its equivalent in credit hours.

**C) Class G Armed Security Officer with Guardian Program Training**

Selected Proposer(s) shall provide Class G Armed Security Officer(s) with Guardian Program Training when required by the City. All Class G Armed Security Officer(s) with Guardian Program Training shall meet the requirements listed under section **1.5.5(B)** “**Security Officer**” along with the following requirements:

- 1) Shall have a valid Class “G” license from the Florida Department of State, pursuant to Florida Statute 493, and shall maintain this license at all times while providing service to the City under a Contract issued as a result of this Solicitation.
- 2) Candidates must pass a psychological evaluation administered by a licensed psychologist designated by the Department of Law Enforcement and submit the results of the evaluation to the County’s Sheriff’s office.
- 3) Submit to and pass an initial drug test and subsequent random drug tests in accordance with the statutory requirements and the County’s Sheriff’s office.
- 4) Successfully complete ongoing training, weapon inspection, and firearm qualification on at least an annual basis.
- 5) Shall have completed the 144-hour “Coach Aaron Feis Guardian Program,” consisting of 12 hours of a certified nationally recognized diversity training and 132 total hours of comprehensive firearm safety and proficiency training



conducted by Criminal Justice Standards and Training Commission-certified instructors, or as revised from time to time.

**D) City Center Armed Security Officer**

Selected Proposer(s) shall provide Class G Armed Security Officer for the Lobby Security Desk located on the first-floor lobby of the Charles F. Dodge City Center. This Security Officer shall meet the requirements listed under section **1.5.5(C) "Class G Armed Security Officer with Guardian Program Training,"** however the officer may substitute the "Coach Aaron Feis Guardian Program" requirements, for the at least one of the following requirements:

- 1) Prior military experience; or
- 2) Prior Certified Law Enforcement Officer.

**E) Selected Proposer's Project Manager**

Selected Proposer shall provide a Project Manager to serve as the liaison on behalf of the Selected Proposer to the City. City Municipal Security Manager or designee shall be presented with the personnel file of the Selected Proposer(s) proposed candidates demonstrating all requirements and qualifications are fully satisfied and may conduct an interview of all proposed Selected Proposer(s) candidates and reserves the right to approve and/or remove any Selected Proposer(s) personnel assigned to this position. The Selected Proposer Project Manager (SPPM) shall be available to respond to requests for meetings and/or any incident(s) within thirty (30) minutes or as determined as "reasonable", as directed and determined by the City Municipal Security Manager or designee. SPPM shall be available to the City on a twenty-four (24) hour basis three-hundred and sixty-five days (365) a year (including all Federal and City observed holidays). SPPM shall have the full authority to act on behalf of the Selected Proposer(s) on all contractual matters. This position shall be at no direct cost to the City and all Selected Proposer(s) personnel acting in this role shall meet the requirements listed under section **1.5.5(A) "General"** along with the following requirements:

- 1) Shall have a valid "MB" / "M" (Manager of a Security Agency) State License from the Florida Department of State, and shall maintain this license at all times while providing service to the City under a Contract issued as a result of this Solicitation.
- 2) Shall have and maintain a valid State of Florida Driver's license as well as responsible driving history as applicable. Shall have a five (5) year diving history check completed demonstrating the candidate is free from habitual offenses, criminal charges, suspensions, or behaviors which may indicate irresponsible behaviors prior to providing services to the City. Thereafter, an annual Driver's License check shall be conducted and submitted to the City's Municipal Security Manager or designee upon request.
- 3) A Bachelor's degree in Criminal Justice or Management related field is preferred.
  - a. (or equivalent credit hours from an accredited institution) and a minimum of two (2) years of experience in the management and operation of security, police, Corrections or U.S. military services (Management is defined as but



not limited to the oversight of operations, training, policy development, supervision of personnel to include scheduling, payroll, disciplinary actions and recruiting).

- b. Note: Experience may substitute for the educational requirements on a year-to-year basis.

### **1.5.6 Jessica Lunsford Act**

Contractor must comply with the Jessica Lunsford Act. The law requires specific standards and procedures related to the background screening of individuals who provide contracted non-instructional services to Florida schools.

### **1.5.7 Polygraph Examination**

All Contractor(s) employees involved in an investigation shall complete a polygraph examination, upon request, as soon as possible but no later than five (5) working days from the date of request. The Polygraph Examiner shall be approved by the City. The City reserves the right to require any of the Contractor(s) personnel to submit to a polygraph examination as deemed necessary by the City. The Contractor(s) shall pay all costs associated with the examination. If the Contractor(s) employee refuses to submit to the examination or fails the examination, the employee shall not provide service to the City under any Contract issued as a result of this Solicitation and all renewals thereof.

### **1.5.8 Removal from Duties**

The City additionally reserves the right at its sole discretion, to have the Contractor(s) relieve any employee from a duty assignment, and/or remove the employee from further service under a Contract issued as a result of this Solicitation and all renewals thereof.

### **1.5.9 Work Materials**

Contractor(s) shall provide all work materials necessary for proper performance including, but not limited to, items such as bound log books, with preprinted consecutive numbered and lined pages, notebooks, pens, and pencils. Contractor(s), at no charge to the City, shall supply these materials, unless otherwise specified by the City. All post orders, logbooks, incident reports and records are the sole property of the City. These records are subject to inspection by the City at any time. Upon termination of any contract issued as a result of this Solicitation and all renewals thereof, Contractor(s) shall surrender all records or documents (e.g. log books, incident reports, etc.) to the City within seven (7) days of the contracts termination date.

## **1.6 SCOPE OF WORK**

All labor, supervision, equipment, and materials required to ensure the proper performance of this work, unless otherwise specified, shall be furnished by the Contractor. Hours required at any site are to be determined by the City.



While providing this service, the Contractor will have at least one individual on site. A series of patrols will be performed at regular intervals at the various sites. These patrols will include entire sites, and security personnel will not be expected to enter the buildings, unless specified otherwise. Contractor shall have a system to assure complete and timely patrols of area at each location.

### **1.6.1 Descriptive Tasks and Responsibilities**

- A) **Security Officer:** The specific tasks for the Security Officers will be determined at a later date and contingent upon the specific facility, location, or assignment needs. The required tasks shall be approved by the City. An example of general tasks for the Security Officer is listed below and may include but is not limited to the following:
- 1) Report to work on time and shall remain on assigned duties until relieved as required.
  - 2) Maintain good personal and uniform appearance, be courteous to the public and the City personnel at all times. Uniforms shall be clean and pressed and include name tags.
  - 3) Cover an assignment at a fixed post or patrols an area or facility for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to others or to property.
  - 4) Intervene to terminate injurious acts and detains individuals for further investigation or arrest where circumstances and conditions warrant as stated in the State of Florida Security Officer's Handbook (FSS Chapter 493).
  - 5) Communicate effectively with the public and the City personnel, directs visitors to personnel and services within the facility.
  - 6) Ensure that Lost and Found functions are conducted only by City personnel.
  - 7) Conduct patrols in accordance with routes and schedules established in the Post Orders. Where installed and in working order, reporting systems shall be used by uniformed personnel to record their presence at the designated posts.
  - 8) Raise and lower flags at designated times (where applicable).
  - 9) Refuse acceptance of any mail or packages without written authorization from the Building Manager/Facility Contact.
  - 10) Lock and unlock gates and doors at designated times.
  - 11) Turn lighting or electronic equipment on and off as required.
  - 12) Respond to reports of sick or injured persons, and then notifies the Central Dispatch Center and appropriate authorities (e.g., 911 (Police / Fire), Building Manager/Facility Contact).
  - 13) Report safety hazards, malfunctioning equipment, spills, and other such matters to appropriate Facility Contact personnel. Any such incident will require a Logbook entry be made and an incident report completed.
  - 14) Monitor and operate facility fire alarm and intrusion detection systems and other protection devices or facility equipment as required.
  - 15) Respond to scene of locally activated fire, burglary or other alarms, or other emergency situations; evaluates situations encountered and takes action as prescribed in Post Orders and/or facility/building self-protection plans.



- 16) Investigate questionable acts or behavior observed or reported on City premises and questions witnesses and suspects to ascertain or verify facts, and notifies authorities if warranted.
  - 17) Operate a marked motor vehicle where required.
  - 18) Maintain order and uses good judgment and discretion in handling unruly or trespassing public.
  - 19) Maintain daily logs and writes daily reports, incident reports, and non-employee injury reports. Incident reports shall be on a form pre-approved by the City. All incident reports completed by Contractor(s) personnel will require a unique case number and will need to be submitted to the City.
  - 20) Provide escort services to City employees and visitors as required.
  - 21) Maintain a professional atmosphere within areas of assignment.
  - 22) Shall not read any non-work related items while providing services to the City. In addition newspapers and magazines are prohibited from being anywhere on post. It is the responsibility of each officer to ensure at the start of each shift that this policy is followed (e.g., they need to be sure that there are no unauthorized reading materials, Televisions, Radios, CD, MP-3 players or any other unauthorized items in the area of the post). Officers will be held responsible and Infraction Fees may be assessed.
  - 23) Shall not use City telephones for calls of a personal nature without prior approval of the Building Manager or Facility Contact (when applicable) in each instance. Personnel cellular telephones should not be used unless authorized.
  - 24) Ensure that only authorized personnel are permitted access to closed or restricted facilities. Positive photo identification shall be presented. The Security Officer shall verify the picture on the I.D. is the same as the person presenting it. This may include calling residents in a residential building (such as from the Pines Place Guardhouse) or calling offices in office building (such as City Hall) to confirm that the person is allowed access to the property, or confirming via a list, provided by the City, of authorized individuals.
- B) **Selected Proposer's Project Manager (SPPM):** SPPM may perform other duties for the Selected Proposer(s), but shall be available at all times to meet with or respond to City staff. Selected Proposer(s) shall provide a local telephone and cellular number or numbers where the SPPM (or identified alternate) may be reached twenty-four (24) hours per day, seven (7) days per week, on a year-round basis. An answering service or machine is not acceptable. The general tasks for the SPPM(s) is listed below and may include but is not limited to the following:
- 1) Acts as liaison between Selected Proposer(s) and City staff regarding all contractual issues
  - 2) Ensures all Selected Proposer(s) personnel are properly equipped and maintain good personal and uniform appearance and are courteous to the public and the City personnel at all times
  - 3) Ensures Selected Proposer(s) personnel are properly trained and approved for contractual services prior to their performance of duties at City assignments



- 4) Ensures both City and Selected Proposer(s) personnel have copies of schedules for required coverages
- 5) Reviews and updates Post Orders as required
- 6) Reviews and ensures accuracy, timeliness and proper delivery of Selected Proposer(s) invoicing
- 7) Reviews Selected Proposer(s) personnel incident reports and forwards all reports to City personnel as directed
- 8) Reviews weekly, monthly and annual reports generated by screening personnel and forwards all reports to City personnel upon request
- 9) Reviews and ensures all annual medical, criminal history and driver license checks meet contractual standards and is forwarded to City personnel upon request
- 10) Reviews and provides updates as needed to the Quality Assurance Plan (QAP)
- 11) Ensures all contractual standards are being met and reports all incidents or deficiencies to City personnel as directed
- 12) Responds to incidents of a critical nature or as requested by the City Municipal Security Manager or designee within thirty (30) minutes of notification.
- 13) Meets with the City's Municipal Security Manager or designee as directed to review and discuss ongoing operational issues

### **1.6.2 Reporting Requirements and Procedures**

Contractor(s) shall comply with the following reporting requirements and procedures:

- 1) A brief statement of any unusual events shall be written in the post logbook, so the City can identify the principals upon later inspection, if a further investigation is needed. All bound logbooks become the property of the City upon its replacement on the post. Hence, logbooks shall be kept in a clean and presentable manner and replaced as necessary to maintain this condition.
- 2) Contractor(s) shall maintain all logbooks during the term of a contract and any renewals or extensions thereof. Upon expiration of the contract or earlier as required by the City, the Contractor(s) shall deliver all such logbooks to the City at a place to be determined by the City within seven (7) days.
- 3) A copy of all reports shall be furnished to the City as directed or in critical incidents prior to the completion of each shift.
- 4) An Incident Report shall be completed whenever any unusual event and/or criminal event occurs. Such events include, but are not limited to the following: discharge of firearms, major criminal act, vandalism or any safety hazards. Officers shall consult the City when in doubt about any reports. If there are any injuries as a result of a firearm discharge, 911 is to be called immediately. The City shall be notified immediately after calling 911. Facility Contacts/ Building Managers and the appropriate Contractor(s) personnel shall also be notified.
- 5) Pertinent facts of daily events shall be written in the post logbook, however any incident that requires a report shall be verbally reported to the City immediately after the incident occurs, after authorities have been notified.



- 6) All employees shall follow the "Chain of Command." After exhausting efforts with Contractor(s) Management staff the next step will be the City. Failure to adhere to these guidelines may result in Infraction Fees and/or removal of the Contractor(s) personnel from providing services to the City.

### **1.6.3 Post Order**

Post Orders shall be written and contain complete duty instruction for staffing each individual post, including emergency procedures. All Security personnel shall have access to these Post Orders at all times while on duty. This may be accomplished by storing the Post Orders on site or, in the instance in which no secure storage is available, delivering them to the site at the beginning of each tour of duty. Post Orders define the basic work to be performed by Security Officers at the applicable facility or location. The City will provide generic Post Orders to Contractor(s). Contractor(s) shall meet with the Building Manager or Facility Contact and coordinate to develop site specific Post Orders. These site specific Post Orders shall be approved by the Building Manager/Facility Contact prior to the Contract start date. Once established, the Contractor(s) shall assure that monthly updated copies are available for the duration of Contract including any extensions or renewals thereof. Contractor(s) shall check each post monthly for any updates that maybe required to the applicable Post Orders. Contractor(s) shall take appropriate measures to ensure the protection of sensitive security information (e.g. Post Orders, Policies, Logbooks and Procedures). All materials considered security sensitive information shall not be copied, removed, or disclosed to any parties without the expressed permission of the City. Failure in this area may result in a Infraction Fees and/or Contractor(s) Non-Performance. Post Orders may include, but are not limited to, the following:

- 1) Facility/Building information (e.g., operating hours, chain of command).
- 2) Building rules and regulations.
- 3) Operation of equipment.
- 4) Roving patrol routes, schedules and duties.
- 5) Vehicular traffic control.
- 6) Access control procedures.
- 7) Emergency response procedures.
- 8) Security and fire control/alarm systems.
- 9) Hazardous conditions inspection/reporting.
- 10) Response to emergencies (e.g., fires, injury, or illness, etc.).
- 11) Procedures for raising, lowering, at half-staff U.S. and other flags.
- 12) Safeguarding persons and property.
- 13) Minimum number of hours for site orientation training.

**Note: The Contractor(s) must emphasize to its personnel, assigned to provide service to the City, that general orders to "Protect City Personnel and Property" supersede all Post Orders.**

**1.6.4 Scheduling/Post Coverage**

Contractor(s) shall provide copies of all personnel schedules that are assigned duties as a result of this Solicitation, to all parties as directed by the City upon request. The copies shall include the assigned personnel's name and contact information. As situations or emergencies arise, the Contractor(s) shall notify the appropriate City personnel as directed by the City of all personnel unable to arrive on time for their scheduled assignment. The Contractor(s) shall provide the appropriate qualified, trained, and City approved replacement as soon as possible or within a maximum of one (1) hour. In cases which the Contractor(s) are unable to accomplish the required staffing they shall immediately notify the City. Failure to provide required staffing or notification of tardiness may result in a Infraction Fees and/or a Contractor Non-Performance being issued.

**1.6.5 Relief/Break Period**

Security personnel shall not leave their assigned posts at the end of a shift until relieved by duty personnel assigned to the following shift, if such a shift is scheduled, or unless specifically authorized by the City. Contractor(s) shall provide breaks to personnel in accordance with Federal and Florida State law. Contractor(s) shall provide a sufficient number of relief personnel on a twenty-four (24) hour basis to facilitate meal and/or restroom breaks for their personnel at no cost to the City. Contractor(s) shall accomplish this task without impacting City security operations. All personnel who are on a break period shall be relieved by properly trained, qualified, and approved Contractor(s) relief personnel. All break periods shall be recorded on the Contractor(s) employee sign-in sheets and assigned location logbooks, which shall accurately reflect all periods of time of such occurrences. Any violations of this procedure may result in removal of the employee from working on any Contract issued as a result of this Solicitation and may result in Infraction Fees or a Contractor(s) Non-Performance being issued.

Note: In regards to the "Class G Armed Security Officers with Guardian Program Training" that provide services to the Early Development Centers (EDCs) during summer, they typically would take their break in place, and notify the site management team when they had to use the restroom.

In regards to the "City Center Armed Security Officer" the security officer would normally "break in place" and also coordinate with the City's Municipal Security Manager's Office, in which a member of the City's Municipal Security Manager's Office would usually cover the post while the officer takes a restroom break.

Specifics would be coordinated between the awarded contractor(s) and the City's Municipal Security Manager.

**1.6.6 Emergencies**



All personnel assigned to a contract as a result of this Solicitation may be diverted by the City from their normal assignment to meet emergency situations or special duty assignments. When the personnel diverted are no longer needed for the special work assignments, they shall return to their normal assignments. No additional cost shall be charged to the City for such diversion, and the Contractor(s) shall not be penalized for the normal daily work not completed due to the emergency. Incidents of this nature shall be reported in accordance with procedures outlined in the facility Post Orders.

#### **1.6.7 Changes in Assignment**

The City may, at any time, by written or verbal instructions, make changes to all existing service(s). These changes may include, but are not limited to: scheduling changes, increases or decreases in the hours or type of service(s), and modifications in equipment requirements.

#### **1.6.8 New Assignments/Notice of Extended Hours**

The City will attempt to give the Contractor(s) eight (8) hours of notice for new assignments. Failure to provide services may result in Infraction Fees and/or a Contractor(s) Non-Performance. An extension of hours for regularly scheduled service(s) may occur from time to time to cover new assignments.

#### **1.6.9 Guard Checks**

Contractor(s) shall implement and use available systems to make sure that the security officers are actively performing duty. This may include use of guard tour systems or similar, radio calls, or GPS. Contractor(s) shall notify the City in writing as to what system will be used by Contractor(s) under this Contract. Contractor(s) shall provide reports to the City upon receipt of the request from the City.

#### **1.6.10 Limitation On Employee-Hours And Assignments**

No personnel of the Contractor(s) assigned to the City's Contract shall provide more than twelve (12) hours of service, including all break periods, in a twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period. This limitation may be waived by the City in emergency situations that are beyond the control of the Contractor(s), (e.g., weather conditions, civil disturbances, natural disasters, etc.) and prevent the next shift from getting to their assignment. Each occurrence will require an individual waiver provided by the City.

#### **1.6.11 Inability to Provide Additional Requested Service**

Contractor(s) shall provide additional services when requested, however, if unable to provide these additional services, the Contractor(s) shall immediately notify the City verbally and in writing (within 24 hours of the request for additional service) with a detailed explanation for its inability to satisfy the request. If the Contractor(s) refuses to



accept the additional requested services the City may award the new assignment to another Contractor(s) providing similar services to the City. Such new assignment may become permanent, at the City's discretion. Any costs incurred by the City as a result of inability or refusal shall be the responsibility of the Contractor(s). In addition, the Contractor(s) may incur Infraction Fees.

#### **1.6.12 Quality Assurance Plan**

Selected Proposer(s) shall establish and maintain a Quality Assurance Plan (QAP) to ensure that all requirements stated in the Solicitation are met. Changes to this plan during the term of the Contract shall be transmitted to and approved by the City's Municipal Security Manager or designee as they are made. The plan shall include, but not be limited to, the following:

- 1) **QAP Contractual Review Plan:** Selected Proposer(s) shall provide for the periodic review of all contractual requirements and services as identified in the Solicitation and related contractual documents (e.g., Post Orders, Quality Assurance Plan). The plan shall identify the activities to be inspected on both a scheduled and unscheduled basis; how often and in what manner the inspections will be accomplished and the name and rank of personnel who will perform the inspections.
- 2) **Customer Satisfaction Program:** Selected Proposer(s) shall implement a customer satisfaction program to include customer satisfaction surveys to be conducted at a minimum twice yearly. City's Municipal Security Manager will pre-approve the format for the surveys. Any negative feedback received shall eventually be followed by corrective action plan to be approved by the City's Municipal Security Manager.
- 3) **Corrective Action Procedures:** Selected Proposer(s) shall have established procedures to respond to and correct deficiencies in service that may have been identified by the City's Municipal Security Manager or designee. The Selected Proposer(s) will be provided a time frame in which the corrective action shall be completed. If the Selected Proposer(s) is unable to complete the corrective action within the prescribed time allotted by the City's Municipal Security Manager or designee, then the Selected Proposer(s) may submit a written request for an extension of time. Failure to complete any corrective action within the prescribed time on the part of the Selected Proposer(s) will result in Infraction Fees and/or a Selected Proposer(s) Non-Performance.

#### **1.6.13 Failure to Perform**

1) **Infraction Fees:** Selected Proposer(s) shall be liable for damages, indirect or direct, resulting from its failure to meet all contractual requirements or standards. City's Municipal Security Manager or designee, in their sole discretion, will determine the damages arising from such failure. City's Municipal Security Manager's or designee's assessment of all Infraction Fees will be final. City will accomplish this by requiring the Selected Proposer(s) to furnish a company issued check with the specified amount of the Infraction Fees to the City. This check shall be submitted to the Technology Services



office, attention to the City's Municipal Security Manager or designee, within fourteen (14) business days of the notification. Failure to submit (or submit in a timely fashion) the required payment of the Infraction Fees shall result in further damages being assessed and/or a Selected Proposer(s) Non-Performance being issued. Repeated violations or patterns of violations will result in a doubling or tripling of the amount of Infraction Fees. Subsequent violations will result in a Selected Proposer(s) Non-Performance. Any of these violations may result in Selected Proposer(s) personnel being removed from the post and/or Contract issued as a result of this Solicitation at the request of the City's Municipal Security Manager or designee. A written notice of a violation and intent to impose Infraction Fees shall be provided to the Selected Proposer(s) in the form of an Infraction Report. Infraction Reports shall be issued to the Selected Proposer(s) promptly by the City's Municipal Security Manager or designee, in order to afford the Selected Proposer(s) time to notify the City of extenuating circumstances.

<b>Infractions</b>	<b>Violation</b>	<b>Special Violation</b>
The 1st infraction may result in Infraction Fees of	\$100.00	\$500.00
The 2nd infraction	\$200.00	\$1,000.00
The 3rd and subsequent infractions	\$300.00	\$1,500.00

The graduation of Infraction Fees will occur with the involvement of the same facility, Selected Proposer(s) personnel and a pattern of the same incidents at multiple posts (i.e. repeated violations of the same type). Violations discovered subsequently to the infraction(s) occurrence shall be treated in the same manner (e.g. three infractions are discovered after the fact the first, second and third step damages would all apply.) Any violations committed by Selected Proposer(s)'s personnel may result in the suspension or removal from duty of said personnel at the discretion of the City's Municipal Security Manager or designee. Violations that may result in the assessment of Infraction Fees include, but are not limited to, the following;

#### **A) Personnel Violations**

- 1) Late for duty
- 2) Sleeping on duty
- 3) Failure to follow post orders
- 4) Abandoning post
- 5) Inappropriate Behavior
- 6) Improper or badly soiled uniform or failure to adhere to dress code
- 7) Failure to conspicuously display on person Security officer licenses (D & G), Company ID.
- 8) Failure to make report
- 9) Improper guard tour rounds
- 10) Improper State licensure (e.g. not on person, expired)
- 11) Improper records, reports or logbook
- 12) Improper reading materials other than work related (e.g., newspapers and magazines)
- 13) Improper audio/video devices other than work related
- 14) Unauthorized visitors on post

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- 15) Not signing in or out in logbook
- 16) Vehicle irregularities
- 17) Post opened or closed late
- 18) Personal phone use
- 19) Failed to report for duty

**B) Administrative Violations**

- 1) Improperly or insufficiently equipped
- 2) No radio or inoperative radio
- 3) No vehicle or inoperative vehicle
- 4) No weapon or ammunition violation
- 5) Inadequate writing skills
- 6) Inadequate training
- 7) Lack of contract supervision.
- 8) Excessive hours on duty (not approved in advance by City's Municipal Security Manager)
- 9) Violations of local, State, or Federal laws, Regulations, or Ordinances
- 10) Failure to provide Security Officers for "special requests" assignment after making commitment
- 11) Criminal records check not complete
- 12) Contractor personnel with criminal records
- 13) Difficulty in speaking or understanding English, and/or being understood by others
- 14) Failure to have current Post orders on site
- 15) Invoicing Discrepancies or Inaccuracies
- 16) Contract Section Violations

**C) Special Violations**

- 1) Reassignment of any personnel previously suspended or removed from duty by the City
- 2) Assignment of personnel not properly qualified or approved for duty
- 3) Failure to notify the City of an arrest of personnel within the required time frame
- 4) False or Misleading Statements by personnel
- 5) Deducting money from an employee's paycheck as a result of Infraction Fees
- 6) Failure to immediately report the display or discharge of a Firearm.
- 7) Failure to staff a duty assignment (open post)
- 8) Failure to make proper notifications regarding open duty assignments (open post)

**Note:** The Selected Proposer(s) shall NOT pass along to its personnel any Infraction Fees assessed for infractions on any Contract issued as a result of this Solicitation. Such conduct constitutes a violation that may result in additional Infraction Fees to the selected proposer.

**1.6.14 Court Appearances**



Selected Proposer(s) personnel may be required to testify in various judicial proceedings on behalf of the City. These personnel shall coordinate all Contract-related court appearances with the City's Municipal Security Manager or designee when such appearances are required. Any Selected Proposer(s) personnel required to make a court appearance shall be remunerated by the Selected Proposer(s) at the same hourly rate as would be earned while on duty under any Contract issued as a result of this Solicitation and all extensions or renewals thereof, and the Selected Proposer(s) shall in turn be remunerated by the City at the stipulated billing rate. Selected Proposer(s) shall invoice for the actual hours the employee spent at court, of whether or not his/her testimony was used and/or provided (Court delays are common, and multiple appearances by the testifying employee may be required). A copy of the original subpoena shall be submitted with the corresponding invoice. Contract-related Court testimony on behalf of the City shall take priority over all other scheduled duties, and the Selected Proposer(s) shall coordinate with the City's Municipal Security Manager or designee to ensure that this is done with no impact to daily operations. Selected Proposer(s) personnel scheduled to testify on behalf of the City due to their Contract related duties shall appear for court testimony in full uniform however, without chemical weapons, batons, cuffs or firearms.

## **1.7 PROJECT COST ESTIMATE, TIMELINE & CONTRACT PERFORMANCE**

### **1.7.1 Project Cost Estimate and Burden Rate**

Staff estimates this project to cost approximately \$700,000 annually, which does not include owner's contingency.

### **1.7.2 Burden Rate**

In addition to proposing the hourly wages for each position included in the contract, the proposer will be required to submit their proposed burden rate for the employees.

The Contractor shall have sole responsibility for determining and providing benefits for Contractor employees. These costs will be included as part of the Contractor's proposed Burden Rate.

In addition to any applicable employee benefits and other payroll costs, including taxes, the Burden Rate shall also cover, but not be limited to the Contractor's applicable Overhead and Profit, Printing/Copying Costs, Insurance, Contractor's Technology Software Systems, Communications Systems, Firearms, Equipment, Internet Costs, Office Supplies, Logbooks, Tools, Uniforms, etc.

The Burden Rate shall be multiplied by the hourly wages of the employees, and then added to the hourly wage for the employees to determine the actual billable hourly rate for the employees.

For example, if the proposer proposes an hourly wage of \$15.00 and a burden rate of 35%, the total billable rate for that position would be \$20.25.



### **1.7.3 Invoicing**

The Contractor will invoice the City each month for hourly services actually performed. The invoice shall include the employee names, positions, hourly wage, burden rate, and billable rate for the employees, the guard post locations, along with the times worked and number of hours they have worked for each specified day in the specified billing period.

The Contractor shall prepare verification data of any items questioned for the amount claimed and provide complete cooperation during such investigation of any areas in the invoice subject to question. The City will be responsible for paying the remainder of each month's invoice when individual invoice line-items are awaiting dispute resolution. Invoices shall include backup for all cost, including but not limited to logbook entries, printouts of electronic site check-ins through guard tour systems, etc.

### **1.7.4 Minimum Wage**

On November 3, 2020, Florida voters approved Florida Amendment 2, which amended Florida's constitution to gradually increase the state's minimum wage from \$8.56 an hour to \$15 an hour by the year 2026, according to the following schedule:

<b>Effective Date</b>	<b>Minimum Wage</b>	<b>Increase \$</b>	<b>Increase %</b>
Jan. 01, 2021	\$ 8.65	\$0.09	1.05%
Sep. 30, 2021	\$10.00	\$1.35	15.61%
Sep. 30, 2022	\$11.00	\$1.00	10.00%
Sep. 30, 2023	\$12.00	\$1.00	9.09%
Sep. 30, 2024	\$13.00	\$1.00	8.33%
Sep. 30, 2025	\$14.00	\$1.00	7.69%
Sep. 30, 2026	\$15.00	\$1.00	7.14%

As a result, the City recommends for the proposed contractors to propose hourly wages for the proposed positions under this contract to be at least \$15 per hour.

### **1.7.5 Annual Adjustments**

The hourly wages for the Contractor's employees shall be automatically adjusted annually according to the annual Consumers Price Index (CPI) for All Urban Consumers (CPI-U) Miami-Ft. Lauderdale, FL Area, Not Seasonally Adjusted as published by US Dept. of Labor for the month of April or 3%, whichever is less, but not less than 0%.

In the event that there is a drastic increase in CPI, and the Contractor feels that an increase in excess of the rate above is needed, the Contractor shall provide documentation to justify any additional increase, which must be approved by the City via a written amendment.



### **1.7.6 Contract Length**

This contract shall be for an initial three-year period with two additional three-year renewal terms.

### **1.7.7 Specimen Contract**

A Specimen contract is included herein for general information of bidder. Upon award of the proposal, the awarded contractor shall be required to sign and agree to the terms of the attached Specimen Contract.

### **1.7.8 Manner of Performance**

The Contractor(s) shall perform all its obligations and functions under this Contract in accordance with the requirements and standards contained herein and in a professional and businesslike manner. The Contractor(s) shall use its best efforts to coordinate its activities with and adjust its activities to the needs and requirements of the City of Pembroke Pines.

### **1.7.9 Poor Performance**

The City of Pembroke Pines reserves the right to terminate the agreement with Successful Contractor(s), including revocation of registration, for any reason that the City determines is in the best interests of its residents and citizens, including but not limited to:

- Excessive complaints.
- Failure to perform as required.
- Failure to provide necessary documentation
- Unethical business practices.
- Expiration or revocation of any required license or certification.
- Falsification of documents.
- Failure to pay fees, if required.

## **1.8 PROPOSAL SUBMISSION**

The <https://ppines.bonfirehub.com> website allows for vendors to complete, scan and upload their documents as part of the proposer's submittal on the website.

Prospective proposers interested in responding to this solicitation are requested to provide all of the information listed in this section. Submittals that do not respond completely to all of requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged.



The Bonfire system utilizes "Questionnaires" to request the following information from prospective proposers.

### **1.8.1 Project Cost: Pricing Sheet / Bid Tables (25 points)**

1. The vendor must download the City's Pricing Sheet (**Attachment D: Pricing Sheet / Proposed Shift Schedule**) and provide their pricing by updating the yellow highlighted cells and uploading the document in excel format under the Pricing Sheet / Bid Tables section on the Bonfire website.

### **1.8.2 Questionnaires**

#### **Tab 1 - Experience and Ability (25 points):**

The relative experience and qualification of each applicant's proposed team, with respect to the project scope, will be judged and a relative rating assigned. This parameter expresses the general and specific project-related capability of the in-house staff and indicates the adequate depth and abilities of the organization which it can draw upon as needed. This will include management, technical, and support staff. Major consideration will be given to the successful completion of previous projects comparable in design, scope, and complexity.

1. Explain your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm.
2. Describe the size of your firm.
3. Describe your firm's financial history, strength and stability.
4. Describe your firm's range of activities.
5. Describe the specialized experience and technical competence of the firm or persons with respect to working on similar projects
6. Do you have a minimum of two (2) years' experience? Please provide proof of such experience.
7. The firm must provide information on their proximity to and familiarity with the area in which the project is located.
8. Explain the availability and access to the firm's top level management personnel.
9. Please describe the past record of performance of the firm or person with respect to accessibility to clients, ability to meet schedules, communication and coordination skills.
10. Identify the contact person and supervisory personnel who will work on the various projects, including the relative experience of all professionals proposed for use on the team.
11. Provide summaries of key persons and on-site staff to be assigned to the project with emphasis on their experience with similar work.
12. Explain the ability and experience of the field staff with specific attention to project related experience.



13. Contractor should list any applicable qualification, including education, experience, honors and awards received, and professional associations of which the firm and/or its personnel are members.
14. Provide the recent, current, and projected workload of the firm.
15. What is your reputation compared to your peers in the market?
16. What is your reputation like among customers and how have you developed it?
17. How does your service differ from similar competitors'? How do you win and retain business?
18. A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.

**Tab 2 - Previous Experience / References Form (15 points):**

Provide specific examples of similar contracts delivered by the proposed team members. Provide details on related projects (preferably where the team was the same). References should be from the last five years and should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications.

In regards to the References Form portion, you will have the ability to enter information for 5 different references including the Reference Contact Information and the specific Project Information.

In addition, **do not provide references for City of Pembroke Pines projects.**

1. **Previous Experience:**
  - a. How many clients have you provided Services for?
  - b. What similar or related projects have you worked on within the past three years?
  - c. What challenges did you face and how did you overcome them?
  - d. How many of your clients are repeat clients?
  - e. How much of your revenue is derived from managing projects similar to ours?
2. **References Form:** Please provide references for your Services.
  - a. **References Contact Information**
    - i. Name of Firm, City, County or Agency
    - ii. Address
    - iii. Contact Name
    - iv. Contact Title
    - v. Contact E-mail Address



vi. Contact Telephone #

**b. Project Information**

- i. Name of Contractor Performing the work
- ii. Name and location of the project
- iii. Nature of the firm's responsibility on the project
- iv. Project duration
- v. Completion (Anticipated) Date
- vi. Size of project
- vii. Cost of project
- viii. Work for which staff was responsible
- ix. The results/deliverables of the project

**Tab 3 - Firm's Understanding and Approach to the Work (30 points):**

**1. Statement of Understanding:**

- a. Provide a narrative statement demonstrating an understanding of the overall intent of this RFP, as well as the methods used to complete assigned tasks.
- b. Please clearly describe all aspects of the project proposed.

**2. Approach:**

- a. Describe Proposer's approach, identifying specific key tasks, in performing the services described in the Scope of Services, including Proposer's specific policies, plans, procedures or techniques to be used in providing the services. The Proposer shall describe the responsibilities of Proposer's management and key staff personnel that will perform work in this project.
- b. Describe Proposer's plan to remediate performance deficiencies as it relates to the services in this project.
- c. Describe the Proposer's approach as it relates to using force or a situation in which an individual possesses, displays, or attacks with a deadly weapon.
- d. Describe the Proposer's response experience and proposed approach in handling the discovery of an unattended package at a customer's facility.
- e. Describe in detail the critical elements of success in providing the highest level of security to the City.

**3. Proactive Management Plan:**

- a. Describe the Proposer's proactive management plan which will aid in reducing the felony and misdemeanor crimes at City facilities. The plan should include the following details:
  - i. Proposer's policy on response to resistance, the use of force, detention of subjects suspected of perpetrating a criminal offense.
  - ii. Proposer's experience in enforcing dedicated laws at customer facilities whether on a federal, state or local level.
  - iii. Proposer's experience in dealing with violent crimes such as robbery, battery, assault, sexual battery/assault, and homicide.



- iv. Proposer's experience in providing detailed crime statistics and their activities resulting from observed, rising trends in criminal activities.
4. **Emergency Plan:**
  - a. Provide a summary explanation of your Emergency Plan addressing the proposer's disaster preparedness, emergency operations, and continuity of operations plan that ensures coverage of posts at all times, including shift changes during times of hurricanes, civil unrest or disorder, or other unplanned event that may require the relocation of the Proposer's employees. Note – Please upload a copy of the plan (**See section 1.8.4 for additional information**).
  - b. Describe the Proposer's past participation and proposed approach in emergency drills.
5. **Communication and Dispatching System:**
  - a. Please identify the location of the Central Dispatch Office.
  - b. Is the Central Dispatch Office independently operated by the Contractor? If not, please advise who operates the Central Dispatch Office.
  - c. Explain whether or not the proposer will utilize two-way handheld radios, or an alternative method. If using an alternative method, please advise why the proposer believes that the alternative method is the best solution.
  - d. Describe Proposer's communication and dispatching systems and practices. Provide overview of the systems equipment and any related software. Describe how and to what degree systems and procedures will aid Proposer in providing superior control and distribution of field personnel.
  - e. How would the contractor ensure that the speed and quality of communications (radio or otherwise) is maintained throughout the contract between the Contractor's staff, Central Dispatch Office, and City.
  - f. How will the Contractor ensure that the security officers are actively performing their required duties. This may include use of guard tour systems or similar, radio calls, or GPS. The City may, at its discretion, request a real-time demonstration of the Contractor's proposed system, as part of the oral presentations or visits to the Contractor's other existing sites prior to contract award.
6. **Quality Assurance Plan:**
  - a. Describe Proposer's process and role of Proposer's key staff in developing, implementing and maintaining the Proposer's Quality Assurance Plan. Outline Proposer's plan to remediate performance deficiencies.
  - b. Describe Proposer's process when amending Operational Procedures, providing for and conducting training on new or revised procedures, improved or enhanced technology, amended legislative changes, or changes in, or new procedures adopted by the City.
7. **Personnel:**
  - a. Describe Proposer's ability to satisfy all of the personnel qualifications. If Proposer cannot currently meet the requirements, explain how Proposer



will attain the required key personnel. Key personnel includes all partners, project manager, and other key professional staff, such as a dispatcher, that will perform work and/or services in this project.

- b. Include Proposer's assurance that the key personnel described in its proposal shall be available to perform the services described, and that the Proposer has sufficient reserve personnel to adequately perform the services described in the event of illness, accident, or other unforeseeable events of a similar nature. Describe Proposer's approach to ensure the availability of personnel at all times, including Proposer's contingency plan, if any.
  - c. Describe how the proposer staff's the necessary amount of employees to reduces the likelihood of staff members having to work overtime hours.
  - d. State Proposer's recruitment policy, procedures, methods and resources utilized for recruiting personnel, including conducting background investigations, verification of applicant's employment history, criminal and civil background checks, etc.
  - e. Describe the proposer's ability to recruit personnel and manage a security operation which requires constant, and often prolonged, verbal interaction with the public and avoiding misconduct associated with these verbal interactions.
  - f. Describe in detail the personnel development plan and professional opportunities for the Proposer's personnel, turnover rate and retention procedures implemented by the Proposer.
  - g. Describe the proposer's employee benefit plan, including what health benefits, insurance, retirement plans, paid time off, etc. that the proposer provides to their employees covered under this contract. Note – Please upload a copy of the plan (**See section 1.8.4 for additional information**).
- 8. Training Program:**
- a. Describe and the current and proposed training program implemented by the Proposer to train its personnel. Note – Please upload a copy of the proposer's current training manual describing (**See section 1.8.4 for additional information**) describing Proposer's process for providing and conducting training on new and revised procedures, improved or enhanced technology, amended or legislative changes, or changes in or new procedures adopted by the City. The information shall include but not limited to the following elements:
    - i. Training program: number of hours and training curriculum
    - ii. Training of newly hired security officers
    - iii. Orientation of newly hired security officers
    - iv. Continuing education/training
    - v. In-service training/on the job training
    - vi. Training resources
    - vii. Training instructors
- 9. Readiness and Timeline:**
- a. Describe Proposer's ability and readiness to begin providing services as requested herein, assuming a start date of **June 1st, 2023**.



- b. Identify if the proposer anticipates a need to hire additional staff, implement new training schedule, purchase of equipment, etc., to provide services under this contract. Proposer should include a time-line to get this accomplished.
- 10. Concerns:**
- a. Identify any issues or concerns of significance that may be appropriate.

### **1.8.3 Other Completed Questionnaires**

1. Contact Information Form
2. Proposer's Background Information
3. Vendor Registration Checklist

### **1.8.4 Other Completed Documents**

1. Attachment A: Non-Collusive Affidavit
2. Licenses:
  - a. Provide a copy of the Proposer's Class "B", Security Agency License, or Class "BB" Security Agency Branch Office License, issued by the State of Florida, Division of Licensing. Failure to provide this documentation may result in the proposer being deemed non-responsive.
3. Emergency Plan
  - a. Provide your Emergency Plan addressing the proposer's disaster preparedness, emergency operations, and continuity of operations plan that ensures coverage of posts at all times, including shift changes during times of hurricanes, civil unrest or disorder, or other unplanned event that may require the relocation of the Proposer's employees.
4. Employee Benefit Plan
  - a. Provide a copy of your employee benefit plan, including what health benefits, insurance, retirement plans, paid time off, etc. that the proposer provides to their employees covered under this contract.
5. Current Training Program Manual
  - a. Provide a copy of the proposer's current training manual describing Proposer's process for providing and conducting training on new and revised procedures, improved or enhanced technology, amended or legislative changes, or changes in or new procedures adopted by the City.



Note – The information shall include but not limited to the following elements:

- i. Training program: number of hours and training curriculum
- ii. Training of newly hired security officers
- iii. Orientation of newly hired security officers
- iv. Continuing education/training
- v. In-service training/on the job training
- vi. Training resources
- vii. Training instructors

### **1.8.5 Optional Documentation**

#### **1. Trade Secrets:**

- a. The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.
- b. Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.
- c. EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE BONFIRE WEBSITE AS A SEPARATE ATTACHMENT, IN THIS SECTION, CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.



- d. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.

**2. Financial Statements:**

- a. The City is **not** requesting the vendor to submit any financial statements for this project and prefers if the vendor does not submit financial statements. In addition, if the City needs a copy of the vendor's financial statements, the City can contact the vendor after the bid due date to request those documents. However, if the vendor does submit the financial statements, they should be uploaded in this section.
- b. Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

**3. Additional Information:**

- a. Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.

**1.9 VENDOR REGISTRATION DOCUMENTS**

The <https://ppines.bonfirehub.com/> website will allow vendors to update their information and documents on an as-needed basis. This process is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will allow vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

**Furthermore, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information.**



The following documents can be completed prior to the bidding process through the <https://ppines.bonfirehub.com/> website and do not need to be attached to your submittal as the Bonfire website will automatically include it.

**1.9.1 Vendor Information Form**

**1.9.2 Form W-9 (Rev. October 2018)**

- a. Previously dated versions of this form will delay the processing of any payments to the selected vendor.

**1.9.3 Company Profile Form**

**1.9.4 Sworn Statement on Public Entity Crimes Form**

**1.9.5 Equal Benefits Certification Form**

**1.9.6 Vendor Drug-Free Workplace Certification Form**

**1.9.7 Scrutinized Company Certification**

**1.9.8 E-Verify System Certification Statement**

- a. Effective January 1, 2021, pursuant to Section 448.095, Florida Statutes, the City may not enter into a contract with a vendor/contractor/subcontractor unless that vendor/contractor/subcontractor is registered with and uses the E-Verify system administered by the U.S. Department of Homeland Security ("DHS").
- b. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

**1.9.9 Veteran Owned Small Business Preference Certification**

- a. If claiming Veteran Owned Small Business Preference Certification, business must attach the "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
- b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Veteran Owned Small Business Preference based on their sub-contractors' qualifications.



### **1.9.10 Local Business Tax Receipts**

### **1.9.11 Local Vendor Preference Certification**

## **1.10 EVALUATION OF PROPOSALS & PROCESS OF SELECTION**

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the solicitation. Evaluations shall be based upon the information and references contained in the proposals as submitted. **As such, the Proposal should be as comprehensive as possible; clearly describing the details of services that the Proposer intends to provide.**
- B. The City will convene an Evaluation Committee and brief its members on the scope of the project and the services required. The Evaluation Committee will evaluate proposals based on the following criteria

<b>Criteria</b>	<b>Points</b>
Project Cost	25 points
Experience and Ability	25 points
Previous Experience / References Form	15 points
Firm's Understanding and Approach to the Work	30 points
Local Vendor Preference/ Veteran Owned Small Business Preference*	5 points
<b>Total Points</b>	<b>100 points</b>

*\*Please note that the Local Vendor Preference is used to evaluate the submittals received from proposers and are assigned point totals, a preference of five (5) points of the total evaluation point shall be given to the Local Pembroke Pines Vendor(s); a preference of two and a half (2.5) points of the total evaluation point shall be given to the Local Broward County Vendor(s), all other vendors shall receive zero (0) points. Vendors must submit the attached Local Vendor Preference Certification Form in order to qualify for these evaluation points.*

*Veteran Owned Small Business (VOSB) is also used to evaluate the submittals received from proposers and are assigned point totals, a preference of two and a half (2.5) points of the total evaluation point shall be given to the Veteran Owned Small Businesses. Vendors must submit the attached Veteran Owned Small Business Preference Certification Form in order to qualify for these evaluation points.*

*All other vendors shall receive zero (0) points.*

- C. The Evaluation Committee shall have the option to short-list the proposers based on the criteria listed above. In addition, the Evaluation Committee may schedule a meeting for the firms to make presentations and answer questions of clarification as part of its evaluation. As part of this process, the firms shall have officials of the appropriate



management level present and representing the firm. The project manager should be available. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished.

- D. The Evaluation Committee will make a recommendation to the City Commission for award of contract. The contract shall be awarded to the most responsive/responsible proposer(s) whose proposal(s) is/are determined to be the most advantageous to the City taking into consideration the evaluation criteria. The City intends to award a primary, secondary and tertiary firm to ensure that the City has coverage during the term of the contract(s).

### **1.10.1 SCORING FOR PROJECT COST CRITERIA**

The Evaluation Committee will utilize the following when calculating the weighted score of each vendor related to the **Project Cost** criteria.

The **Project Cost** for each proposer will be multiplied against the City's estimated amounts, to determine the Proposal amounts for each proposer.

Then the **Lowest Proposal** will be divided by **Proposer "X" Cost Proposal** times the **Maximum Available Points for the Pricing Criteria = Proposer "X" Cost Score**.

**Example:**

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

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

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

Maximum Points Available for the "Project Cost" criteria: 25

Calculation:

Firm "A": Lowest price and receives 25 points

Firm "B":  $\$10,000/\$15,000 \times 25$  points = 16.67 points

Firm "C":  $\$10,000/\$20,000 \times 25$  points = 12.50 points

### **1.11 TENTATIVE SCHEDULE OF EVENTS**

<b>Event</b>	<b>Time &amp;/or Date</b>
Issuance of Solicitation (Posting Date)	<b>February 7, 2023</b>
Non-Mandatory Pre-Bid Meeting	<b>February 16, 2023 at 10:00 a.m.</b>
Question Due Date	<b>February 20, 2023</b>
Anticipated Date of Issuance for the Addenda with Questions and Answers	<b>February 22, 2023</b>
Proposals will be accepted until	<b>2:00 p.m. on February 28, 2023</b>
Proposals will be opened at	<b>2:30 p.m. on February 28, 2023</b>



Evaluation of Proposals by Evaluation Committee	<b>March 2023</b>
Recommendation of Contractor to City Commission award	<b>April 2023</b>
Anticipated Contract Commencement Date	<b>June 1, 2023</b>

### **1.11.1 NON-MANDATORY VIRTUAL PRE-BID MEETING**

There will be a non-mandatory virtual pre-bid meeting on **February 16, 2023 at 10:00 a.m.** livestreamed from the Public Services Building, Large Conference Room, located at 8300 S. Palm Drive, Pembroke Pines, FL 33025.

While recognizing the importance of public accessibility to the meeting, and considering public health concerns, in the abundance of caution, the City is requesting that interested parties utilize live streaming as a safe way for vendors and the public to participate in the meeting in lieu of attending the meeting in person.

The public is invited to attend the meeting virtually via the Cisco Webex Meetings platform.

- WebEx Meeting Link: <https://ppines.webex.com/meet/purchasing>
- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the **Cisco Webex Meetings app** from <https://www.webex.com/downloads.html/>, to view, listen and participate in the meeting.

If any member of the public requires additional information about this meeting or has any questions about how to access the meeting, please contact:

Danny Benedit, Procurement Department  
 City of Pembroke Pines  
 8300 South Palm Drive,  
 Pembroke Pines, FL 33025  
 954-518-9022  
[purchasing@ppines.com](mailto:purchasing@ppines.com)

### **1.12 SUBMISSION REQUIREMENTS**

Bids/proposals **must be submitted electronically** at <https://ppines.bonfirehub.com/> on or before **2:00 p.m. on February 28, 2023.**



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

In addition, the vendor must complete any questionnaires on the <https://ppines.bonfirehub.com/> website and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded.

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the <https://ppines.bonfirehub.com/> website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. Bonfire Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact [Support@GoBonfire.com](mailto:Support@GoBonfire.com) with ample time before the bid closing date and time.

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

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

#### **1.13.1 CURRENT CONTRACT**

Question # 1	Who is the current incumbent?
Answer	The City is currently using FPI Security Services, Inc.

Question # 2	What is the current annual contract amount?
Answer	\$705,037.12

Question # 3	Has the city enforced Liquidated Damages or Infraction Fees during the current contract term? If so, please provide the total amount of damages enforced.
Answer	No.

#### **1.13.2 CURRENT STAFFING AND RATES**

Question # 1	How many security officers do you currently have and is current provider operating under a collective bargaining agreement?
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*City of Pembroke Pines*

Answer	The current contractor provides approximately 23 guards throughout the City's various locations and these guards are not under a collective bargaining agreement.
Question # 2	Please provide the current provider billing rates and employee wages?
Answer	<p>Below are the current regular hourly billable rates (not the hourly wages that the guard receives):</p> <p>\$16.85 - Unarmed Security Officer            \$16.85 - Armed Security Officer            \$27.00 - Class G Armed Security Officer with Guardian Program Training            \$31.67 - City Center Armed Security Officer            \$0.45 - Marked/Lighted Security Golf Cart Patrol            \$2.25 - Marked/Lighted Security Car Patrol</p> <p>The City is not currently aware of what the hourly wages are for the employees provided by the current contractor.</p>
Question # 3	Is there a prevailing wage?
Answer	No, the City does not have a living wage ordinance and does not have a required minimum wage to be paid to the contractor's officers/staff.
Question # 4	Will annual billing rate adjustments be allowed based upon wage increases?
Answer	See Section 1.7.5.
Question # 5	Do you require onsite superior?
Answer	No.
Question # 6	Is the project manager position part of the estimated total hours listed or are these in addition to those listed hours? Is the position billable or non-billable?



*City of Pembroke Pines*

Answer	No. In regards to the "Selected Proposer's Project Manager", per Section 1.5.5 (E), "[...] This position shall be at no direct cost to the City[...]"
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Question # 7	How many hours of on-the-job training are new officers required to complete?
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Answer	Training shall be determined by proposer based on regulatory requirements and certifications, along with best practices.
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Question # 8	Can you please describe the post duties at the City Center Armed Security Officer position?
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Answer	The primary mission of the City Center Armed Security Officer is to stop any lethal threats. The secondary mission requires the officer to interact with City employees and visitors, sign-in and sign-out visitors, and monitor the City's Video Management System for the City Center facility. The officer also opens and secures the building daily for the 4-day work week, from Monday through Thursday. A key attribute for any officer filling this position would be to have effective communication skills and proficient report writing.
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**1.13.3 EQUIPMENT**

Question # 1	What type of security surveillance equipment exists?
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Answer	Cameras and checkpoint scanners at the Health Park and Academic Village. The City Center facility also has a Video Management System.
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Question # 2	Do you require portable 2-way radios?
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Answer	No.
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Question # 3	Does the contractor need to provide radio repeaters or are these already in place?
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Answer	The City does not anticipate that the contractor would need to provide any radio repeaters.
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**1.13.4 VEHICLES**

Question # 1	Does the City have a preference for the Marked/Lighted Patrol Vehicle? Sedan, SUV, Compact, Electric, etc.?
Answer	No. However all vehicles must be in good working order, must be of good professional appearance, and approved by the City before use.

Question # 2	What is the average annual mileage or weekly mileage for patrol vehicles?
Answer	<p>The City cannot confirm the current weekly miles, however the number of miles used is very minimal.</p> <p>A Marked/Lighted Golf Cart is currently needed at the Pembroke Road Storage Lot and the Wastewater Treatment Plant.</p> <p>While a Marked/Lighted Patrol Vehicle is currently needed at the Howard C. Forman Human Services Campus.</p> <p>The City currently provides a golf cart at the Academic Village campus for the security guard to use at no cost to the contractor. The City intends to keep providing the golf cart to the awarded contractor, however the City may require a Marked/Lighted golf cart to be provided by the contractor at this location at the unit price submitted by the contractor. The average mileage is unknown to the City.</p>

Question # 3	Can fuel for the vehicles be direct billed?
Answer	No, fuel cannot be billed to the City.

**1.13.5 OTHER**

Question # 1	Does the central dispatch center need to be locally operated?
Answer	Per Section 1.5.2 (B) Central Dispatch Center: “[...]Central Dispatch Center may be located out of the state but shall be independently operated by the Contractor. This Center shall not be outsourced to another company unless approved in writing by the City.”



## **SECTION 2 - INSURANCE REQUIREMENTS**

### 2.1 INDEMNIFICATION:

Yes No

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

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

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

2.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

2.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this



Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

## 2.6 REQUIRED INSURANCE

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

- 2.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. (*For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit*)

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

Yes No

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

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



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

Yes No

- 2.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

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

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

- 2.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

- 2.6.4 Umbrella/Excess Liability Insurance in the amount of **\$2,000,000.00** as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

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

Yes No

- 2.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than **\$1,000,000** per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*



*City of Pembroke Pines*

Yes No

- 2.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years)*

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

Yes No

- 2.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

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

Yes No

- 2.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

- 2.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement.



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

Yes No

- \* 2.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

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

Yes No

- 2.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)*

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

Yes No

- \* 2.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.



If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

- ✓  2.6.13 General Liability/Professional Liability: \$3,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage which shall include coverage under the policy for the armed operations of all security guard personnel. If the use of firearms is covered under a special insurance policy, the City should be named as an Additional Insured on the policy. A base policy can be combined with excess coverage to equal the \$3MM. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

1. Each Occurrence Limit - \$3,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$3,000,000
4. General Aggregate Limit - \$3,000,000
5. Products & Completed Operations Aggregate Limit - \$3,000,000

## 2.7 REQUIRED ENDORSEMENTS

- 2.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 2.7.2 Waiver of all Rights of Subrogation against the CITY.
- 2.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 2.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 2.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 2.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

2.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

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

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



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

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

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

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

### **3.2 CONFLICT OF INSTRUCTIONS**

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

### **3.3 ADDENDA or ADDENDUM**

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

### **3.4 INTERPRETATIONS AND QUESTIONS**

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. The City requires all questions relating to the solicitation be entered through the "Messages" section for the specific project on the <https://ppines.bonfirehub.com/> website. Under the "Messages" section, vendors will find the "Opportunity Q&A" tab in which they can ask their specific question(s). Responses to the questions will be provided online at <https://ppines.bonfirehub.com>. Such request must be received by the "Question Due Date" stated in the solicitation. Questions received after "Question Due Date" shall not be answered. Interpretations or clarifications in response to such questions will be issued via Bonfire. The issuance of a response via Bonfire is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Bonfire Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact Bonfire support at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) with ample time before the bid closing date and time.

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

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

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



permits or licenses required, if necessary, in order to provide this service.

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

### **3.6 WARRANTIES FOR USAGE**

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

### **3.7 BRAND NAMES**

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

### **3.8 QUALITY**

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

the latest model, of the best quality, and highest grade workmanship, unless otherwise noted.

### **3.9 SAMPLES**

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

### **3.10 ESTIMATED QUANTITIES**

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased pursuant to this solicitation. Estimated quantities will be used for comparison and ranking purposes only. The City is not obligated to contract for a given amount of commodities/services subsequent to the award of this solicitation. The City reserves the right to issue separate purchase orders as needed, issue a blanket purchase order, and release partial quantities, or any combination of the preceding as deemed necessary by the City.

### **3.11 DEVELOPMENT COSTS**

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

### **3.12 PRICING**

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

Proposer warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening



unless otherwise stated by the City or proposer.

### 3.13 DELIVERY POINT

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

### 3.14 TAX EXEMPT STATUS

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

### 3.15 CONTRACT TIME

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

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

### 3.16 COPYRIGHT OR PATENT RIGHTS

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

### 3.17 PUBLIC ENTITY CRIMES

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not

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

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

### 3.18 CONFLICT OF INTEREST

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

### 3.19 FACILITIES



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

### **3.20 ENVIRONMENTAL REGULATIONS**

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

### **3.21 SIGNATURE REQUIRED**

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

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

The signed bid shall be considered an offer on the part of the proposer or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on

the part of the proposer or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

### **3.22 MANUFACTURER'S CERTIFICATION**

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

### **3.23 MODIFICATION OR WITHDRAWAL OF PROPOSAL**

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the Bonfire website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

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

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 p.m. at the office of the City Clerk, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.

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

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall



## City of Pembroke Pines

remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

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

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

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

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

### 3.25 RESERVATIONS FOR REJECTION AND AWARD

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

after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of proposer from bid list(s).

### 3.26 BID PROTEST

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

### 3.27 INDEMNIFICATION

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

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

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

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



or independent contractors pursuant to or in the performance of the Contract.

**Indemnification for Design Professionals and Construction Contracts:** The Successful Proposer shall indemnify and hold harmless the CITY, its officers and employees, from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the CITY, its officers and employees, may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent such claims are caused by the negligence, recklessness, or intentional wrongful conduct of the Successful Proposer and other persons employed or utilized by the Successful Proposer during performance of the resulting Agreement.

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

### 3.28 DEFAULT PROVISION

In the case of default by the proposer or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the proposer or contractor responsible for any excess costs occasioned or incurred thereby.

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Proposer to accept the Award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated. Upon default by the successful Proposer to meet any terms of this agreement, the City will notify the Proposer five (5) days (weekends

and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

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

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

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

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

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

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

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

Additional provisions may be included in the specimen contract.

### 3.29 ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a



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

### **3.30 LOCAL GOVERNMENT PROMPT PAYMENT ACT**

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

### **3.31 SCRUTINIZED COMPANIES LIST**

In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

- (a) Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
  1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
  2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that boycott Israel List, Scrutinized Companies with activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

### **3.32 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS**

The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.



Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE BONFIRE WEBSITE AS A SEPARATE ATTACHMENT CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.

The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.

### **3.33 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES**

It is hereby made part of this solicitation that the submission of any bid response to this advertised request constitutes a bid made under the same or similar terms and conditions, for the same price, or better price, to other government agencies if agreeable by the proposer and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this

solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

### **3.34 CONE OF SILENCE**

**Prohibited Communication:** In accordance with the Cone of Silence Ordinance, Section 35.40 of the City's Code of Ordinances, during the course of a sealed competitive solicitation, a cone of silence shall be in effect between:

(1) Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a sealed competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a sealed competitive solicitation, including a person or entity's representative; and

(2) The City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a sealed competitive solicitation, including any member of the selection/evaluation committee.

**Effective Dates:** A cone of silence shall be in effect during a sealed competitive solicitation process beginning upon the advertisement for the sealed competitive solicitation or during such other procurement activities as declared by the City Commission, and shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the sealed competitive



solicitation, or takes other action which ends the sealed competitive solicitation process.

**Permitted Communication:** The cone of silence shall not apply to:

(1) Written or oral communications with legal counsel for the city, the Procurement Department staff for the city, and the person or persons designated in the sealed competitive solicitation as the contact person for clarification or information related to the sealed competitive solicitation.

(2) Public presentations, asking questions, or providing feedback at pre-bid meetings, site visits or conferences or at a selection, evaluation or negotiation meeting related to the sealed competitive solicitation.

(3) Contract negotiations with the selected entity.

**Violations:** Any action in violation of this section shall be cause for disqualification of the bid or the proposal.

### 3.35 E-VERIFY

Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

1) Definitions for this Section:

a) "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

b) "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

c) "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2) Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including subvendors / subconsultants / subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

c) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply



## City of Pembroke Pines

will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

### **3.36 JESSICA LUNSFORD ACT**

Background screening requirements for Contractor's performing services for or at City's Charter Schools. (1) Except as provided in §§1012.467 or 1012.468, Florida Statutes, non-instructional school employees or contractual personnel who (i) are permitted access on school grounds when students are present, (ii) who have direct contact with students or, (iii) who have access to or control of school funds must meet level 2 screening requirements as described in §1012.32, Florida Statutes. Contractual personnel shall include any Contractor, individual, or entity under contract with the City engaged to perform services for or at City's Charter Schools.

(2) Every 5 years following employment or entry into a resulting contract in a capacity described in subsection (1), each person who is so employed or under contract with the City must meet level 2 screening requirements as described in §1012.32, Florida Statutes, at which time the City shall request the Department of Law Enforcement to

forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening. If, for any reason following employment or entry into a resulting contract in a capacity described in subsection (1), the fingerprints of a person who is so employed or under contract with the City are not retained by the Department of Law Enforcement under §1012.32(3)(a) and (b), Florida Statutes, the person must file a complete set of fingerprints with the City. Upon submission of fingerprints for this purpose, the City shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening, and the fingerprints shall be retained by the Department of Law Enforcement under §1012.32(3)(a) and (b), Florida Statutes. The cost of the state and federal criminal history check required by level 2 screening shall be borne by the Contractor, or the person fingerprinted. Under penalty of perjury, each person who is employed or engaged to perform a resulting contract in a capacity described in subsection (1) must agree to inform his or her employer or the party with whom he or she is under contract within 48 hours if convicted of any disqualifying offense while he or she is employed or under a resulting contract in that capacity. (3) If it is found that a person who is employed or under contract in a capacity described in subsection (1) does not meet the level 2 requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.



**NON-COLLUSIVE AFFIDAVIT**

BIDDER is the

\_\_\_\_\_,  
(Owner, Partner, Officer, Representative or Agent)

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

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

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

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

Printed Name/Signature \_\_\_\_\_

Title \_\_\_\_\_

Name of Company \_\_\_\_\_

Exhibit "A"

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD[YY])

PRODUCER

THIS 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.

## INSURERS AFFORDING COVERAGE

INSURED

**YOUR COMPANY NAME HERE**

- INSURER A:
- INSURER B.
- INSURER C.
- INSURER D.
- INSURER E.

**Companies providing coverage**

## 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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDYY)	POLICY EXPIRATION DATE (MM/DDYY)	LIMITS								
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc	<b>Must Include General Liability</b>			EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<b>SAMPLE CERTIFICATE</b>											
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
	OTHER												

**Certificate must contain wording similar to what appears below**

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL

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

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

**City of Pembroke Pines**  
**601 City Center Way**  
**Pembroke Pines FL 33025**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THE POLICY CANCELLATION SHALL BE IN WRITING AND SHALL BE EFFECTIVE AT LEAST 30 DAYS WRITTEN NOTICE.

**City Must Be Named as Certificate Holder**

AUTHORIZED REPRESENTATIVE



**CONTRACTUAL SERVICES AGREEMENT**

**THIS IS AN AGREEMENT**, dated the \_\_\_\_\_ day of \_\_\_\_\_, «Contract\_Signature\_Year», by and between:

**THE CITY OF PEMBROKE PINES**, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

«Vendor\_Name\_Upper\_Case», a «Vendor\_Business\_Type», authorized to do business in the State of Florida, with a business address of «Vendor\_Address\_Line\_1», «Vendor\_Address\_Line\_2» (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

**WITNESSETH:**

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

**ARTICLE 1**  
**PREAMBLE**

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On «Solicitation\_Advertisement\_Date», the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide «Service\_Description» as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

«Solicitation\_Type\_Abbreviation» # «Solicitation\_Number»  
“«Solicitation\_Title»”

1.2 On «Bid\_Opening\_Date», the bids were opened at the offices of the City Clerk.

1.3 On «Commission\_Award\_Date», the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.



1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

## **ARTICLE 2**

### **SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR hereby agrees to perform the services for the «**Service Description**», as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, "**«Solicitation Type Abbreviation» # «Solicitation Number»**", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the CONTRACTOR'S expense.

2.4 CONTRACTOR shall schedule regular meetings with the CITY representatives at least once a month to discuss the progress of the work and maintenance of the «**Service Description**», as more specifically described in **Exhibit A**.

2.5 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.6 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the



work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

### **ARTICLE 3**

#### **TERM AND TERMINATION**

3.1 CONTRACTOR shall perform the maintenance services associated with the Property as identified in **Exhibit "A"** attached hereto and made part hereof, for an initial **«Initial\_Contract\_Length»** period commencing on **«Commencement\_Date»** and ending on **«Termination\_Date»**.

3.2 This Agreement may be renewed for **«Contract\_Renewal\_Terms»** upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof.

3.3 *Post Contractual Obligations:* In the event that the term of this agreement expires, the CONTRACTOR agrees to continue providing services, at the current rates, on a month to month basis until the CITY establishes a new contract for services.

3.4 *Termination for Convenience:* This Agreement may be terminated by CITY for convenience, upon **«Termination\_for\_Convenience»** of written notice by the terminating party to the other party for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

3.5 *Default by CONTRACTOR:* In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure.

### **ARTICLE 4**

#### **COMPENSATION AND METHOD OF PAYMENT**

4.1 The CITY hereby agrees to compensate CONTRACTOR for all services performed by CONTRACTOR pursuant to the provisions of this Agreement.

4.2 Based on a **«Compensation\_Type»** **«Compensation\_Amount\_Written»** (**«Compensation\_Amount\_Numerical»**), which includes an owner's contingency fee of **«Contingency\_Fee\_Written»** (**«Contingency\_Fee\_Numerical»**), payable in monthly payments for actual services performed for maintenance services. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services.



4.3 The CITY shall within thirty (30) days, from the date the City's Public Service Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the City Public Services Director or his or her assignees.

4.4 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

#### **ARTICLE 5** **CHANGES IN SCOPE OF WORK**

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

#### **ARTICLE 6** **PERFORMANCE BOND**

6.1 At the time of the execution of this Agreement, CONTRACTOR shall have in effect a Performance Bond guaranteeing to the CITY the completion and performance of the Scope of Services and work covered in this Agreement. The Performance Bond shall at all times be valid and in force to cover the Work being performed. The Performance Bond shall be executed by a Surety Company approved by the U.S. Treasury Department, licensed to do business in the State of Florida, and having a registered agent in Broward County.

6.2 The CONTRACTOR agrees to keep such Bonds, or a replacement thereof, in force at all times during the course of performance of this Agreement. In addition to the foregoing requirements, such Bond shall contain provisions, whether by attaching endorsements or supplemental agreements, guaranteeing to the CITY the completion of services of the performance of this Agreement. CONTRACTOR may comply with the requirements of this provision by causing said Bond to specifically name the CITY as one of the parties to whom the protection afforded by said Bond is extended or as an alternative, may furnish the CITY with a separate Performance Bond meeting the same criteria provided above.

#### **ARTICLE 7** **INDEMNIFICATION**

7.1 The CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims,



demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from the CONTRACTOR's acts, errors, or omissions or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

7.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

7.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

7.4 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

## **ARTICLE 8** **INSURANCE**

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

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

8.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial



strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

8.4 Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

8.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

#### 8.6 REQUIRED INSURANCE

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

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.**

8.6.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and



his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

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

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

8.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

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

8.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

8.6.5 Sexual Abuse may not be excluded from any policy.

## 8.7 REQUIRED ENDORSEMENTS

8.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein

8.7.2 Waiver of all Rights of Subrogation against the CITY

8.7.3 30 Day Notice of Cancellation or Non-Renewal to the CITY

8.7.4 CONTRACTORS' policies shall be Primary & Non-Contributory

8.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY

8.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

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



8.9 Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

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

### **ARTICLE 9**

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

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

### **ARTICLE 10**

#### **INDEPENDENT CONTRACTOR**

10.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the



CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

#### **ARTICLE 11**

#### **UNCONTROLLABLE FORCES**

11.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

11.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

#### **ARTICLE 12**

#### **AGREEMENT SUBJECT TO FUNDING**

12.1 This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

#### **ARTICLE 13**

#### **VENUE**

13.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

#### **ARTICLE 14**

#### **SIGNATORY AUTHORITY**

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



**ARTICLE 15**  
**MERGER; AMENDMENT**

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

**ARTICLE 16**  
**DEFAULT OF CONTRACT & REMEDIES**

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

16.1.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty, FIVE HUNDRED DOLLARS (\$500.00) for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

16.1.3 **Correction of Work.** If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

16.2 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

16.2.1. The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.

16.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.



16.2.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

16.2.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

16.2.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

16.3 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct him to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of CONTRACTOR and proceed to perform services under the Agreement, at its own cost and expense.

16.3.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the CONTRACTOR had the CONTRACTOR continued to perform the services under the Agreement.

16.3.2. If such Surety fails to perform, the CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default.

16.3.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR,



CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

## **ARTICLE 17** **BANKRUPTCY**

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

## **ARTICLE 18** **DISPUTE RESOLUTION**

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

### 18.2 **Operations During Dispute.**

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

18.2.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

18.2.3 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

## **ARTICLE 19** **PUBLIC RECORDS**



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

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

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

19.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

19.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

19.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in **Article 16**.

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

**CITY CLERK  
601 CITY CENTER WAY, 4<sup>th</sup> FLOOR  
PEMBROKE PINES, FL 33026  
(954) 450-1050  
[mgraham@ppines.com](mailto:mgraham@ppines.com)**

**ARTICLE 20  
MISCELLANEOUS**



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

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

20.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

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

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

20.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

20.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY                      Charles F. Dodge, City Manager



City of Pembroke Pines

City of Pembroke Pines  
 601 City Center Way  
 Pembroke Pines, Florida 33025  
 Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney  
 Goren, Cherof, Doody & Ezrol, P.A.  
 3099 East Commercial Boulevard, Suite 200  
 Fort Lauderdale, Florida 33308  
 Telephone No. (954) 771-4500  
 Facsimile No. (954) 771-4923

Contractor    **«Vendor\_Contact\_Title»**  
                   **«Vendor\_Name»**  
                   **«Vendor\_Address\_Line\_1»**  
                   **«Vendor\_Address\_Line\_2»**  
                   **E-mail:               «Vendor\_Email»**  
                   **Telephone No:       «Vendor\_Phone\_Number»**  
                   **Cell phone No:       «Vendor\_Cell\_Number»**  
                   **Facsimile No:       «Vendor\_Fax\_Number»**

20.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

20.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

20.9 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

20.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

20.11 **Entire Agreement and Conflicts:** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the RFP and the CONTRACTOR's bid proposal, this Agreement shall govern, then the RFP, and then the bid proposal.



20.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

20.13 **Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit Court in and for Broward County.

20.14 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

20.15 **Protection of City Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

20.16 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

20.17 **Compliance with Statutes.** It shall be the Contractor's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable; **specifically the Jessica Lunsford Act – Chapter 1012, Florida Statutes, which provides for the screening of individuals who are vendors or contractors with a Florida public school or district.**

20.18 **Additional Background Screening Requirements.** In addition, to any other background screening requirements that may be required in this Agreement and/or by statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies, the CONTRACTOR shall ensure that all employees that are providing services to the CITY, shall complete and pass a **Level II background check.**

20.19 **Scrutinized Companies.** CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:

20.19.1 Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or



20.19.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

20.19.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or

20.19.2.2 Is engaged in business operations in Syria.

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HAS BEEN INTENTIONALLY LEFT BLANK**



City of Pembroke Pines

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

**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

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

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

APPROVED AS TO FORM:

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

**CONTRACTOR:**

«Vendor\_Name\_Upper\_Case»

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

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

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

**IN WITNESS OF THE FOREGOING**, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, «Contract\_Signature\_Year».

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

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

Exhibit "A"

Attachment D (REVISED 2023-03-09)

Vendor Name:

Security Guard Services - Pricing Sheet / Proposed Shift Schedule

Description	Hourly Wages	Overtime Wages	Burden Rate	Billable Hourly Rates	Billable Overtime Rates	Estimated Regular Hours Per Year	Estimated Overtime Hours Per Year	Total Estimated Annual Cost
Unarmed Officer		\$ -		\$ -	\$ -	31,824		\$ -
Armed Officer		\$ -		\$ -	\$ -	2,392		\$ -
Class G Armed Officer w/ Guardian Program Training		\$ -		\$ -	\$ -	720	360	\$ -
City Center Armed Officer		\$ -		\$ -	\$ -	2,080	312	\$ -
Golf Cart - Marked / Lighted	N/A	N/A	N/A		N/A	13,104		\$ -
Patrol Vehicle - Marked / Lighted	N/A	N/A	N/A		N/A	4,368		\$ -
								\$ -

Location	Schedule	Department	Coding	Type of Security	Regular / Overtime	Number of Hours per week	Number of Hours per year	Number of employees (vehicles) per shift	Cost per hour	Total Cost per week	Total Bi-Weekly Cost	Total Annual Cost
Academic Village (Pool & Water Tank) 17189 Sheridan Street, Pembroke Pines, FL 33331	7:00 p.m. - 7:00 a.m. Mon - Fri  24 hours per day Sat & Sun	Utilities	471-536-6010-534990-0000-000-0000-00510 (60%) & 001-572-7001-534990-0000-000-0000 (40%)	Unarmed Officer	Regular	108	5,616	1	\$ -	\$ -	\$ -	\$ -
Storage Lot 10801 Pembroke Road, Pembroke Pines, FL 33025	7:00 p.m. - 7:00 a.m. 7 days per week	Recreation	001-572-7001-534990-0000-000-0000	Unarmed Officer	Regular	84	4,368	1	\$ -	\$ -	\$ -	\$ -
				Golf Cart - Marked / Lighted	Regular	84	4,368	1	\$ -	\$ -	\$ -	\$ -
Pines Place Guardhouse 8210 Florida Drive, Pembroke Pines, FL 33025	24 hours per day 7 days per week	Housing Division	001-554-8002-534990-0000-000-0000-00603	Unarmed Officer	Regular	168	8,736	1	\$ -	\$ -	\$ -	\$ -
Howard C. Forman Human Services Campus 8300 S. Palm Drive, Pembroke Pines, FL 33025 (Various Other Locations)	7:00 p.m. - 7:00 a.m. 7 days per week	Howard C. Forman Campus	001-519-6008-534990-0000-000-0000	Unarmed Officer	Regular	84	4,368	1	\$ -	\$ -	\$ -	\$ -
				Patrol Vehicle - Marked / Lighted	Regular	84	4,368	1	\$ -	\$ -	\$ -	\$ -
Utilities Customer Services 8300 S. Palm Drive, Pembroke Pines, FL 33025	6:30 a.m. - 6:00 p.m. Mon - Thu	Utilities	471-536-6010-534990-0000-000-0000-00510	Armed Officer	Regular	46	2,392	1	\$ -	\$ -	\$ -	\$ -
WasteWater Treatment Plant 13955 Pembroke Road, Pembroke Pines, FL 33027	24 hours per day 7 days per week	Utilities	471-535-6022-534990-0000-000-0000	Unarmed Officer	Regular	168	8,736	1	\$ -	\$ -	\$ -	\$ -
				Golf Cart - Marked / Lighted	Regular	168	8,736	1	\$ -	\$ -	\$ -	\$ -
City Hall 601 City Center Way, Pembroke Pines, FL 33025	7:00 a.m. - 6:30 p.m. Mon - Thu	Recreation	001-519-6001-534990-0000-000-0000-00345	City Center Armed Officer	Regular	40	2,080	1	\$ -	\$ -	\$ -	\$ -
					Overtime	6	312		\$ -	\$ -	\$ -	\$ -
Central EDC (Summer Session) 12200 Sheridan Street, Building P Pembroke Pines, FL 33026	6:30 a.m. - 6:30 p.m. Mon - Fri	Central EDC	001-569-5002-534990-0000-000-0000-00209	Class G Armed Officer w/ Guardian Program Training	Regular	40	360	1	\$ -	\$ -	\$ -	\$ -
					Overtime	20	180		\$ -	\$ -	\$ -	\$ -
West EDC (Summer Session) 1600 SW 184 Avenue, Pembroke Pines, FL 33029	6:30 a.m. - 6:30 p.m. Mon - Fri	West EDC	001-569-5002-534990-0000-000-0000-00208	Class G Armed Officer w/ Guardian Program Training	Regular	40	360	1	\$ -	\$ -	\$ -	\$ -
					Overtime	20	180		\$ -	\$ -	\$ -	\$ -
<b>Base Total</b>						<b>1,160</b>	<b>55,160</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>10% Owner's Contingency</b>	\$ -	\$ -	\$ -
<b>Grand Total with 10% Contingency</b>	\$ -	\$ -	\$ -

Note: Summer Session at the Early Development Centers are approximately 9 weeks.

Exhibit "A"

Attachment D (REVISED 2023-1

<b>Description</b>
Unarmed Officer
Armed Officer
Class G Armed Officer w/ Guardian Program Training
City Center Armed Officer
Golf Cart - Marked / Lighted
Patrol Vehicle - Marked / Lighted

Location	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Number of Hours per week
Academic Village (Pool & Water Tank) 17189 Sheridan Street, Pembroke Pines, FL 33331	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 11:59pm	12am - 11:59pm	108
Storage Lot 10801 Pembroke Road, Pembroke Pines, FL 33025	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	84
	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	84
Pines Place Guardhouse 8210 Florida Drive, Pembroke Pines, FL 33025	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	168
Howard C. Forman Human Services Campus 8300 S. Palm Drive, Pembroke Pines, FL 33025 (Various Other Locations)	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	84
	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	84
Utilities Customer Services 8300 S. Palm Drive, Pembroke Pines, FL 33025	6:30am - 6pm	6:30am - 6pm	6:30am - 6pm	6:30am - 6pm	N/A	N/A	N/A	46
WasteWater Treatment Plant 13955 Pembroke Road, Pembroke Pines, FL 33027	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	168
	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	168
City Hall 601 City Center Way, Pembroke Pines, FL 33025	7:00am - 6:30pm	7:00am - 6:30pm	7:00am - 6:30pm	7:00am - 12:30pm	N/A	N/A	N/A	40
	N/A	N/A	N/A	12:30pm - 6:30pm	N/A	N/A	N/A	6
Central EDC (Summer Session) 12200 Sheridan Street, Building P Pembroke Pines, FL 33026	6:30am - 6:30pm	6:30am - 6:30pm	6:30am - 6:30pm	6:30am - 10:30am	N/A	N/A	N/A	40
	N/A	N/A	N/A	10:30am - 6:30pm	6:30am - 6:30pm	N/A	N/A	20
West EDC (Summer Session) 1600 SW 184 Avenue, Pembroke Pines, FL 33029	6:30am - 6:30pm	6:30am - 6:30pm	6:30am - 6:30pm	6:30am - 10:30am	N/A	N/A	N/A	40
	N/A	N/A	N/A	10:30am - 6:30pm	6:30am - 6:30pm	N/A	N/A	20

Exhibit "A"

Attachment D

Vendor Name:

Security Guard Services - Pricing Sheet / Proposed Shift Schedule

Description	Hourly Wages	Overtime Wages	Burden Rate	Billable Hourly Rates	Billable Overtime Rates	Estimated Regular Hours Per Year	Estimated Overtime Hours Per Year	Total Estimated Annual Cost
Unarmed Officer		\$ -		\$ -	\$ -	31,824		\$ -
Armed Officer		\$ -		\$ -	\$ -	2,392		\$ -
Class G Armed Officer w/ Guardian Program Training		\$ -		\$ -	\$ -	720	360	\$ -
City Center Armed Officer		\$ -		\$ -	\$ -	2,080	312	\$ -
Golf Cart - Marked / Lighted	N/A	N/A	N/A		N/A	13,104		\$ -
Patrol Vehicle - Marked / Lighted	N/A	N/A	N/A		N/A	4,368		\$ -
								\$ -

Location	Schedule	Department	Coding	Type of Security	Regular / Overtime	Number of Hours per week	Number of Hours per year	Number of employees (vehicles) per shift	Cost per hour	Total Cost per week	Total Bi-Weekly Cost	Total Annual Cost
Academic Village (Pool & Water Tank) 17189 Sheridan Street, Pembroke Pines, FL 33331	7:00 p.m. - 7:00 a.m. Mon - Fri 24 hours per day Sat & Sun	Utilities	471-536-6010-534990-0000-000-0000-00510 (60%) & 001-572-7001-534990-0000-000-0000 (40%)	Unarmed Officer	Regular	108	5,616	1	\$ -	\$ -	\$ -	\$ -
Storage Lot 10801 Pembroke Road, Pembroke Pines, FL 33025	7:00 p.m. - 7:00 a.m. 7 days per week	Recreation	001-572-7001-534990-0000-000-0000	Unarmed Officer	Regular	84	4,368	1	\$ -	\$ -	\$ -	\$ -
				Golf Cart - Marked / Lighted	Regular	84	4,368	1	\$ -	\$ -	\$ -	\$ -
Pines Place Guardhouse 8210 Florida Drive, Pembroke Pines, FL 33025	24 hours per day 7 days per week	Housing Division	001-554-8002-534990-0000-000-0000-00603	Unarmed Officer	Regular	168	8,736	1	\$ -	\$ -	\$ -	\$ -
Howard C. Forman Human Services Campus 8300 S. Palm Drive, Pembroke Pines, FL 33025 (Various Other Locations)	7:00 p.m. - 7:00 a.m. 7 days per week	Howard C. Forman Campus	001-519-6008-534990-0000-000-0000	Unarmed Officer	Regular	84	4,368	1	\$ -	\$ -	\$ -	\$ -
				Patrol Vehicle - Marked / Lighted	Regular	84	4,368	1	\$ -	\$ -	\$ -	\$ -
Utilities Customer Services 8300 S. Palm Drive, Pembroke Pines, FL 33025	6:30 a.m. - 6:00 p.m. Mon - Thu	Utilities	471-536-6010-534990-0000-000-0000-00510	Armed Officer	Regular	46	2,392	1	\$ -	\$ -	\$ -	\$ -
WasteWater Treatment Plant 13955 Pembroke Road, Pembroke Pines, FL 33027	24 hours per day 7 days per week	Utilities	471-535-6022-534990-0000-000-0000	Unarmed Officer	Regular	168	8,736	1	\$ -	\$ -	\$ -	\$ -
				Golf Cart - Marked / Lighted	Regular	168	8,736	1	\$ -	\$ -	\$ -	\$ -
City Hall 601 City Center Way, Pembroke Pines, FL 33025	7:00 a.m. - 6:30 p.m. Mon - Thu	Recreation	001-519-6001-534990-0000-000-0000-00345	City Center Armed Officer	Regular	40	2,080	1	\$ -	\$ -	\$ -	\$ -
					Overtime	6	312		\$ -	\$ -	\$ -	\$ -
Central EDC (Summer Session) 12200 Sheridan Street, Building P Pembroke Pines, FL 33026	6:30 a.m. - 6:30 p.m. Mon - Fri	Central EDC	001-569-5002-534990-0000-000-0000-00209	Class G Armed Officer w/ Guardian Program Training	Regular	40	360	1	\$ -	\$ -	\$ -	\$ -
					Overtime	20	180		\$ -	\$ -	\$ -	\$ -
West EDC (Summer Session) 1600 SW 184 Avenue, Pembroke Pines, FL 33029	6:30 a.m. - 6:30 p.m. Mon - Fri	West EDC	001-569-5002-534990-0000-000-0000-00208	Class G Armed Officer w/ Guardian Program Training	Regular	40	360	1	\$ -	\$ -	\$ -	\$ -
					Overtime	20	180		\$ -	\$ -	\$ -	\$ -
<b>Base Total</b>						<b>1,160</b>	<b>55,160</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

10% Owner's Contingency	\$ -	\$ -	\$ -
<b>Grand Total with 10% Contingency</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Note: Summer Session at the Early Development Centers are approximately 9 weeks.

Exhibit "A"

Attachment D

<b>Description</b>
Unarmed Officer
Armed Officer
Class G Armed Officer w/ Guardian Program Training
City Center Armed Officer
Golf Cart - Marked / Lighted
Patrol Vehicle - Marked / Lighted

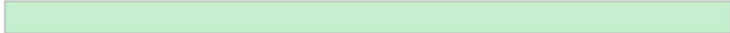




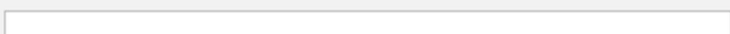

Location	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Number of Hours per week
Academic Village (Pool & Water Tank) 17189 Sheridan Street, Pembroke Pines, FL 33331	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 11:59pm	12am - 11:59pm	108
Storage Lot 10801 Pembroke Road, Pembroke Pines, FL 33025	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	84
	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	84
Pines Place Guardhouse 8210 Florida Drive, Pembroke Pines, FL 33025	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	168
Howard C. Forman Human Services Campus 8300 S. Palm Drive, Pembroke Pines, FL 33025 (Various Other Locations)	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	84
	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	84
Utilities Customer Services 8300 S. Palm Drive, Pembroke Pines, FL 33025	6:30am - 6pm	6:30am - 6pm	6:30am - 6pm	6:30am - 6pm	N/A	N/A	N/A	46
WasteWater Treatment Plant 13955 Pembroke Road, Pembroke Pines, FL 33027	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	168
	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	168
City Hall 601 City Center Way, Pembroke Pines, FL 33025	7:00am - 6:30pm	7:00am - 6:30pm	7:00am - 6:30pm	7:00am - 12:30pm	N/A	N/A	N/A	40
	N/A	N/A	N/A	12:30pm - 6:30pm	N/A	N/A	N/A	6
Central EDC (Summer Session) 12200 Sheridan Street, Building P Pembroke Pines, FL 33026	6:30am - 6:30pm	6:30am - 6:30pm	6:30am - 6:30pm	6:30am - 10:30am	N/A	N/A	N/A	40
	N/A	N/A	N/A	10:30am - 6:30pm	6:30am - 6:30pm	N/A	N/A	20
West EDC (Summer Session) 1600 SW 184 Avenue, Pembroke Pines, FL 33029	6:30am - 6:30pm	6:30am - 6:30pm	6:30am - 6:30pm	6:30am - 10:30am	N/A	N/A	N/A	40
	N/A	N/A	N/A	10:30am - 6:30pm	6:30am - 6:30pm	N/A	N/A	20



## Frequently Asked Questions regarding the Proposal Submission Form / Questionnaire

**Question 1)** In regards to the proposal submission form, it states "the summary worksheet shows your overall progress for the questionnaire", but we downloaded the file and fill in the requested information, and no value appears on the summary worksheet. Should we submit the form without the progress shown on the summary worksheet?

**Answer:** Please see attached example picture. In this example, Tab "1" has been fully completed, as a result, the "% Complete" column shows "100%" and the Progress Bar is fully green. The other Tabs or "Question Set"s are not complete, as a result, they show "0.00%" and the progress bar is empty and there is a pink box at the end of those rows. When you have completed all of the sections, all of your "% Complete" sections should be "100.00%" and your progress bars should be green.

Summary			
Question Set	Questions	% Complete	Progress
1	14	100.00%	
2	80	0.00%	
3	5	0.00%	
4	10	0.00%	
5	12	0.00%	
6	11	0.00%	
<b>Total</b>	<b>132</b>	<b>10.61%</b>	



**Question 2)** We completed all the boxes in all the sheets and even so, there are boxes in pink (as I understand the book is taking them as if they were not filled) and therefore the summary does not give 100%, in our case it gives 87.12%.

**Answer:** The issue is that all of your responses should be included in the "Response" Column... depending on the response that you put in the "Response" column (as some of the responses are selections from a drop down box), you will be required to also add a comment to the "Comment" column. See attached screen shot of acceptable and unacceptable responses. If a row shows that it is still in Pink, you need to add some information to either the "Response" column or the "Comment" column.

**Question Set 6: Vendor Registration Checklist**

**Question Set 6 Instructions**

The City has included various documents in the Vendor Registration portal on the Bonfire website. This process is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will allow vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

Furthermore, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information.

This section will summarize your responses to those relevant documents.

#	Question	Response	Comment
<b>Equal Benefits Certification Form</b>			
6.7.1	Which option did you select on the Equal Benefits Certification Form?	A) Complies	
<b>Vendor Drug-Free Workplace Certification Form</b>			
6.8.1	Which option did you select on the Vendor Drug-Free Workplace Certification Form?	Does Not Comply	A comment is required for this response
<b>E-Verify System Certification Statement</b>			
6.9.1	Did you submit a completed E-Verify System Certification Statement in the Vendor Registration Portal?	Yes	
<b>Local Business Tax Receipts</b>			
6.10.1	Did you submit your Local Business Tax Receipts in the Vendor Registration Portal?	No	I do not currently have a copy of the my Local Business Tax Receipts, however I am working on getting a copy to upload to the vendor registration portal.
<b>Scrutinized Company Certification</b>			
6.11.1	Did you submit a completed Scrutinized Company Certification in the Vendor Registration Portal?	Yes	
<b>11 Questions</b>		<b>81.82% Complete</b>	

# TS-22-13 - Security Guard Services

City of Pembroke Pines [Back to list](#)



## Project Details

**Project:** Security Guard Services

**March 2023**

[prev](#) [next](#)

**Ref. #:** TS-22-13

**Type:** RFP

**Status:** CLOSED

**Open Date:** Feb 7th 2023, 8:30 PM EST

**Intent to Bid Due Date:** Mar 14th 2023, 2:00 PM EDT

**Questions Due Date:** Feb 20th 2023, 8:00 PM EST

**Contact Information:** Procurement Department, 954-518-9020

**Close Date:** Mar 14th 2023, 2:00 PM EDT

**Days Left:** Submissions are now closed

Sun	Mon	Tue	Wed	Thu	Fri	Sat
26	27	28	1	2	3	4
OPEN						
5	6	7	8	9	10	11
OPEN						
12	13	14	15	16	17	18
OPEN						
19	20	21	22	23	24	25
26	27	28	29	30	31	1

### Project Description:

The City of Pembroke Pines is hereby seeking proposals from qualified Contractors for Security Guard Services in a manner that ensures the highest level of security at each facility where services are provided.

The Contractor shall provide, in all instances as required by the City within the scope of this solicitation, adequate number of personnel to provide the services stipulated herein at the designated locations and hours, as may be amended by the City. In addition, the Contractor shall provide all items necessary to provide the service including adequate uniforms, equipment, and vehicles.

### Important Events:



Exhibit "A"



PASSED	Open Date	Online Portal	Meeting date for the Opportunity	Feb 14th 2023, 10:00 PM EST	N/A
PASSED	Non-Mandatory Pre-Bid Meeting	Virtual	<a href="https://ppines.webex.com/meet/purchasing">https://ppines.webex.com/meet/purchasing</a>	Feb 16th 2023, 10:00 AM EST	No
PASSED	Questions Due Date	Online Portal	Deadline to submit Questions	Feb 20th 2023, 8:00 PM EST	N/A
PASSED	Close Date	Online Portal	Deadline for Submissions	Mar 14th 2023, 2:00 PM EDT	N/A
PASSED	Intent to Bid Due Date	Online Portal	Deadline to indicate your intent to Bid	Mar 14th 2023, 2:00 PM EDT	Yes

Commodity Codes:

US\_NAICS\_2017 5616 Investigation and Security Services

US\_NAICS\_2017 561612 Security Guards and Patrol Services

Supporting Documentation:

Download All Files

Search

File	Type	Description	Date Created	Actions
<b>Attachment D - Pricing Sheet - Proposed Shift Schedule (REVISED 2023-03-09).xlsx</b>	Other	Document - Questions & <a href="#">Read more...</a>	Mar 9th 2023, 9:10 AM EST	<a href="#">Download</a>
<b>Attachment D - Pricing Sheet - Proposed Shift Schedule.xlsx</b>	Documentation	Attachment D	Feb 7th 2023, 7:43 PM EST	<a href="#">Download</a>
<b>Bonfire FAQs regarding Questionnaires.pdf</b>	Other	Bonfire FAQ regarding Questionnaires	Aug 9th 2022, 4:55 PM EDT	<a href="#">Download</a>
<b>Bonfire General Submission Instructions for Suppliers.pdf</b>	Other	Bonfire General Submission Instructions for Suppliers	Feb 7th 2023, 8:40 PM EST	<a href="#">Download</a>
<b>Non-Collusive Affidavit.pdf</b>	Documentation	Attachment A	Aug 9th 2022, 4:55 PM EDT	<a href="#">Download</a>
<b>Sample Insurance Certificate.pdf</b>	Documentation	Attachment B	Aug 9th 2022, 4:55 PM EDT	<a href="#">Download</a>
<b>Specimen Contract - Contractual Services Agreement.pdf</b>	Documentation	Attachment C	Aug 9th 2022, 4:59 PM EDT	<a href="#">Download</a>
<b>TS-22-13 Q and A - Executive Summary 2.pdf</b>	Other	Document - Questions & Answers Part 2	Mar 8th 2023, 3:41 PM EST	<a href="#">Download</a>
<b>TS-22-13 Q and A - Executive Summary 3.pdf</b>	Other	Document - Questions & <a href="#">Read more...</a>	Mar 9th 2023, 9:10 AM EST	<a href="#">Download</a>
<b>TS-22-13 Q and A - Executive Summary.pdf</b>	Other	Document - Questions & Answers	Feb 16th 2023, 11:31 AM EST	<a href="#">Download</a>

## Exhibit "A"


[Requests](#) [Projects](#) [Vendors](#) [Insights](#) [Portal](#)
**Maria R.**  
 City of Pembroke Pi...

**TS-22-13 Security Guard  
Services.pdf**

Documentation 1) RFP

Feb 7th 2023, 7:18 PM  
EST
**Requested Information:**

Listed below are the documents and information needed to complete your submission:

**Project Cost: Pricing Sheet / Bid Table**

Name	Type	# Files	Requirement	Instructions	Actions
Completed Attachment D: Pricing Sheet	File Type: Excel (.xls, .xlsx)	1	REQUIRED		

**Questionnaires**

Name	Type	# Files	Requirement	Instructions	Actions
Proposal Submission (Q-34RX)	Questionnaire: Excel (.xlsx)	1	REQUIRED	You will need to fill out the provided Response Template for this Questionnaire.	<input type="button" value="Download"/>

**Other Completed Documents**

Name	Type	# Files	Requirement	Instructions	Actions
Non-Collusive Affidavit	File Type: PDF (.pdf)	1	REQUIRED		
Licenses	File Type: PDF (.pdf)	Multiple	REQUIRED		
Emergency Plan	File Type: PDF (.pdf)	Multiple	REQUIRED		
Employee Benefit Plan	File Type: PDF (.pdf)	Multiple	REQUIRED		
Current Training Program Manual	File Type: PDF (.pdf)	Multiple	REQUIRED		

**Optional Documentation**

Name	Type	# Files	Requirement	Instructions	Actions
Trade Secrets	File Type: PDF (.pdf)	Multiple	OPTIONAL		
Financial Statements	File Type: PDF (.pdf)	Multiple	OPTIONAL		
Additional Information	File Type: PDF (.pdf)	Multiple	OPTIONAL		

**Document Takers**

## Exhibit "A"



**Requests** **Projects** **Vendors** **Insights** **Portal**

**Maria R.**  
City of Pembroke Pi...

ABA Protection, Inc	<a href="#">1</a>	<a href="#">View</a>
Action Group MGMT	<a href="#">1</a>	<a href="#">View</a>
ADVANCED NATIONWIDE SECURITY CORPORATION dba Advanced Nationwide Janitorial Serv	<a href="#">9</a>	<a href="#">View</a>
Alert Patrol, Inc.	<a href="#">6</a>	<a href="#">View</a>
American Guard Services, Inc.	<a href="#">12</a>	<a href="#">View</a>
American Guard Services, Inc.	<a href="#">6</a>	<a href="#">View</a>
ATA GUARD SECURITY PROVIDER	<a href="#">6</a>	<a href="#">View</a>
Barbwire Security Company Inc	<a href="#">9</a>	<a href="#">View</a>
BidNet	<a href="#">9</a>	<a href="#">View</a>
blue shield security protection inc	<a href="#">9</a>	<a href="#">View</a>
BRIGHT LIGHT SECURITY SERVICES LLC	<a href="#">8</a>	<a href="#">View</a>
Cambridge LTD	<a href="#">12</a>	<a href="#">View</a>
Centurion Security Group, LLC	<a href="#">7</a>	<a href="#">View</a>
Consumer Investigations	<a href="#">12</a>	<a href="#">View</a>
Doyle Security Services, Inc.	<a href="#">7</a>	<a href="#">View</a>
Excelsior Defense, Inc.	<a href="#">5</a>	<a href="#">View</a>
FAR Government	<a href="#">9</a>	<a href="#">View</a>
fcsecurityacademy.com	<a href="#">9</a>	<a href="#">View</a>
FPI Security Services	<a href="#">10</a>	<a href="#">View</a>
Hands On Development	<a href="#">9</a>	<a href="#">View</a>
Homeland Intelligence and Protective Services, LLC	<a href="#">3</a>	<a href="#">View</a>
JamPol Protective Services Inc	<a href="#">9</a>	<a href="#">View</a>
KEMP GROUP INTERNATIONAL CORPORATION	<a href="#">12</a>	<a href="#">View</a>
1 Business Solutions	<a href="#">1</a>	<a href="#">View</a>

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Exhibit "A"



[Requests](#) [Projects](#) [Vendors](#) [Insights](#) [Portal](#)

**Maria R.**  
City of Pembroke Pi...

Management Writers, LLC	<a href="#">8</a>	<a href="#">View</a>
McCray Global Protection Corp.	<a href="#">1</a>	<a href="#">View</a>
Metropolitan Security Services, Inc. d/b/a Walden Security	<a href="#">7</a>	<a href="#">View</a>
North America Procurement Council Inc., PBC	<a href="#">3</a>	<a href="#">View</a>
NOVA SKIES SECURITY LLC	<a href="#">8</a>	<a href="#">View</a>
Onvia, Inc	<a href="#">11</a>	<a href="#">View</a>
PALADIN DEFENSE GROUP, INC.	<a href="#">7</a>	<a href="#">View</a>
PWXPress	<a href="#">7</a>	<a href="#">View</a>
Quality Professional Detective & Security Agency, LLC	<a href="#">8</a>	<a href="#">View</a>
Regions Security Services	<a href="#">9</a>	<a href="#">View</a>
Sanford Federal, inc dba FAR Group	<a href="#">7</a>	<a href="#">View</a>
SANFORD FEDERAL, INC.	<a href="#">2</a>	<a href="#">View</a>
Security Alliance, LLC	<a href="#">7</a>	<a href="#">View</a>
SFM Security Services, Inc.	<a href="#">10</a>	<a href="#">View</a>
Shay Enterprise	<a href="#">9</a>	<a href="#">View</a>
Shergroup USA LLC	<a href="#">12</a>	<a href="#">View</a>
St. Moritz Security Services, Inc.	<a href="#">1</a>	<a href="#">View</a>
Strategic Security Corp.	<a href="#">7</a>	<a href="#">View</a>
Universal Protection Service, LLC	<a href="#">12</a>	<a href="#">View</a>
US ALLIANCE MANAGEMENT	<a href="#">9</a>	<a href="#">View</a>
V.O.K. Protective Services, Inc.	<a href="#">11</a>	<a href="#">View</a>
Valley Flagging Service, LLC	<a href="#">1</a>	<a href="#">View</a>
' 1 Securing America	<a href="#">1</a>	<a href="#">View</a>

Viewing [view](#)

**Interested Subcontractors**

Vendors	Contact	Email	Phone	Subcontract Services
fcsecurityacademy.com	Henry Wright	wrighthenry50@gmail.com	9546886623	Security Guard Services, CPR certified and Security Officer's Training School .
Hands On Development	Jessica Hudson	Handsondevelopmenthca@gmail.com		security, consulting
JamPol Protective Services Inc	Glenford Taylor	admin@jampolprotectiveservices.com	954-534-0683	Security Guard Services, Certified Security Guard School, Mobile Fingerprinting Services, Background Verification Services (authorized vendor of FDLE, FBI and AHCA.)
Valley Flagging Service, LLC	Mark Giovanelli	markg@myvalleynational.com	7242393000	Security Guard Services

**Messages**

- [Public Notices \(5\\*\)](#)
- [Vendor Discussions \(22\\*\)](#)

**Search**

- Mark Gomes**

**Questions & Answers Part 3 with Revised Attachment D - Pricing Sheet**

Please see attachment for the responses to the posted questions. In addition, please see the revised ...

**9:10 AM**
- Byron Granda Paez**

**Questions & Answers Part 2**

Please see attachment for the responses to the posted questions.

**3:41 PM**
- Byron Granda Paez**

**Project Details Have Changed**

- Project Close Date changed - Project Intent to Bid Due Date Changed

**7:29 PM**

1

[Skip Top Navigation](#)

**Byron Granda Paez**



12:55 PM

**Byron Granda Paez**

**Questions & Answers**

Please see attachment for the responses to the posted questions.



11:31 AM

Click [New Public Notice](#) or click a conversation on the left to see message here.

### Submissions and Subcontracting

This project is not open for proposal submissions at this time.



## Vendor Discussions

### Questions

Question # 1

Subject: Questions

Please see the questions listed below. Thank you! 1. When was the current incumbent awarded the contract? Could you please provide us copy of current contract? 2. Are there any subcontractors being used for the current contract? 3. What was the initial term length of the current contract (for example, 1 year plus 4 year options, etc.)? 4. What was the start date of the initial contract? 5. Are there any other rates billed separately? 6. Are there any significant modifications from the previous contract to the new one? For instance, an increase in hours, a change in guard type (e.g., armed vs unarmed), a need for additional resources? 7. Are there any additional services that may be needed that are not listed in the RFP? For instance, the need of additional sites, seasonal required security, etc. 8. Will this contract be awarded to a single contractor, or will the contract be awarded to multiple firms?

Answer # 1

1. The current incumbent was awarded May 3, 2017. The attachment can be found online as the 5<sup>th</sup> attachment "[5. D. FPI Security Services Inc. - Security Guard Services \(all backup\)](https://ppines.legistar.com/LegislationDetail.aspx?ID=5992156&GUID=0C12B052-2932-4119-A22D-B7A02F25B73A&FullText=1)" in the following link: <https://ppines.legistar.com/LegislationDetail.aspx?ID=5992156&GUID=0C12B052-2932-4119-A22D-B7A02F25B73A&FullText=1>

2. No subcontractors currently being used.

3. Initial contract for 2 years with the ability for the agreement to be renewed for (2) additional (2) year terms.

4. Start date of the initial contract was May 10, 2017.

5. No.

6. Yes, there are significant modifications. We added a temporary unarmed position that lasted a little more than 12 months for a building that was pending demolition. We also added the City Center Armed Security Officer position with specific requirements and an interview process. As mentioned in the RFP, the City added (2) trained Guardians for (2) Early Development Centers during the "summer break". The City has provided a link to the previous agreement with related amendments.

7. The City may periodically have changing needs, including needs for additional security guard(s) at additional site(s) and will request these services when required.

8. As stated in Section 1.10(D) of the RFP, "The City intends to award a primary, secondary and tertiary firm to ensure that the City has coverage during the term of the contract(s)."



Question #2

Subject: Proposal

Hi! Can you provide the proposal submitted by FPI?

Answer # 2

The attachment can be found online as the 5<sup>th</sup> attachment "[5. D. FPI Security Services Inc. - Security Guard Services \(all backup\)](#)" in the following link:

<https://ppines.legistar.com/LegislationDetail.aspx?ID=5992156&GUID=0C12B052-2932-4119-A22D-B7A02F25B73A&FullText=1>



## Vendor Discussions # 2

### Questions

Question #3

Subject: Tab 1, Questions #11 and #12 Terms

How does the City define “key persons”, “on-site staff”, and “field staff” in relation to questions #11 and #12 of Tab 1 – Experience and Ability?

Answer #3

“Key Persons” include the Selected Proposer’s Project Manager (SPPM), Company Owners, Branch Managers and other relative staff that the City’s Municipal Security Manager will consult with on a regular basis and for any issues that may need to be escalated. “On-Site Staff” shall include any key staff in the Central Dispatch Center. “Field Staff” would include any existing officers that the proposer may place under this contract, along with any Training Officers that will be training any new field staff for the officer positions, if the proposer is awarded the contract. The City understands that the proposer may not have all of the officer positions available at this time, as they may need to hire new positions to fulfill the needs of this contract.

Question #4

Subject: Tab 2, Repeat Clients

How does the City define “repeat clients” (Tab 2, number 1.d., page 33)?

Answer #4

Any clients that have completed the initial term of their contract and has elected to renew the contract if there were available renewal terms. In addition, any clients that have entered into a new agreement after the initial term of the agreement has ended.

Question #5

Subject: contract term



We note that the contract term as stated in Section 1.7.6 on page 31 of the RFP that the contract term includes two additional three-year renewal terms. Are contract renewals determined by the City in its sole discretion, or are renewals contingent on mutual agreement of both parties?

Answer #5

The agreement may be renewed upon mutual consent, evidenced by a written amendment to the agreement extending the term for each of the two additional three-year renewal terms.

Question #6

Subject: obligation to indemnify

Our company stands behind our security services and regularly accepts the obligation to indemnify clients for any losses, costs or damages that are caused by the acts or omissions of our personnel in the performance of security services under client agreements. However, we cannot assume liability for the negligence of a client or any other third party. Can the provisions cited below be revised as follows to reflect that standard?

- Section 2.1.1 on page 48 of the RFP:
  - Insert the following sentence after the word "subcontractors" on line 7:
    - "Nothing set forth herein shall be construed to require the Contractor to indemnify and hold harmless any indemnitee herein from claims, demands, suits, causes of action or proceedings and any resulting liability, losses, damages and attorneys' fees and costs, to the extent caused by the negligence of any indemnitee herein or any third party other than Contractor, its employees, agents, servants, partners principals and subcontractors."
- Section 3.27 of the General Terms & Conditions on pages 58-59 of the RFP:
  - Insert the following at the end of "General Indemnification" paragraph on pages 58-59:
    - "Anything to the contrary notwithstanding, Successful Proposer's obligations herein shall not be construed to extend to any claims, damages, losses, liabilities and expenses to the extent caused or allegedly caused by the negligence of any indemnitee herein or any third party other than Successful Proposer or his subcontractors, agents, officers, employees or independent contractors."
- Section 7.1 on pages 4-5 of the Contractual Services Agreement:
  - Insert the following at the end of the section:
    - "Nothing set forth herein shall be construed to require the Contractor to indemnify and hold harmless any indemnitee herein from claims, demands, suits, causes of action or proceedings and any resulting losses, costs, expenses, liabilities, damages, orders, judgment or decrees, to the extent caused by the negligence of any indemnitee herein or any third



party other than Contractor, its employees, agents, servants, partners principals and subcontractors.”

#### Answer #6

Yes, however with the following modifications to your request:

- Section 2.1.1 on page 48 of the RFP:
  - Insert the following sentence after the word “subcontractors” on line 7:
    - “Nothing set forth herein shall be construed to require the Contractor to indemnify and hold harmless any indemnitee herein from claims, demands, suits, causes of action or proceedings and any resulting liability, losses, damages and attorneys’ fees and costs, to the extent caused by the sole negligence of any indemnitee herein or any third party other than Contractor, its employees, agents, servants, partners principals and subcontractors.”
- Section 3.27 of the General Terms & Conditions on pages 58-59 of the RFP:
  - Insert the following at the end of “General Indemnification” paragraph on pages 58-59:
    - “Anything to the contrary notwithstanding, Successful Proposer’s obligations herein shall not be construed to extend to any claims, damages, losses, liabilities and expenses to the extent caused ~~or allegedly~~ **caused** by the sole negligence of any indemnitee herein or any third party other than Successful Proposer or his subcontractors, agents, officers, employees or independent contractors.”
- Section 7.1 on pages 4-5 of the Contractual Services Agreement:
  - Insert the following at the end of the section:
    - “Nothing set forth herein shall be construed to require the Contractor to indemnify and hold harmless any indemnitee herein from claims, demands, suits, causes of action or proceedings and any resulting losses, costs, expenses, liabilities, damages, orders, judgment or decrees, to the extent caused by the sole negligence of any indemnitee herein or any third party other than Contractor, its employees, agents, servants, partners principals and subcontractors.”

#### Question #7

Subject: Counsel selected by our company’s insurers

Counsel selected by our company’s insurers will conduct a robust defense of any indemnified claim. Clients may participate in the defense of any such claim at their sole cost and expense. Can the second sentence of Section 3.27 of the General Terms & Conditions on page 58 of the RFP be replaced with the following to reflect those parameters? • “City reserves the right to



participate in the Successful Proposer's defense of an indemnified claim hereunder, at the City's sole cost and expense."

Answer #7

No.

Question #8

Subject: Umbrella/Excess Liability insurance

We note the specification in Section 2.6.4 on page 50 of the RFP for the Contractor to provide Umbrella/Excess Liability insurance. We interpret that specification to require Excess Liability Insurance written on an Umbrella form. Our company carries Excess Liability Insurance, but the policy is not written on an Umbrella form. Can the reference to "Umbrella/Excess Liability Insurance" be replaced with "Umbrella or Excess Liability Insurance" so as to permit the Contractor to provide either Umbrella Liability Insurance or Excess Liability Insurance?

Answer #8

Yes, this is acceptable.

Question #9

Subject: additional insureds

Our company routinely adds clients as additional insureds on our insurance policies, so long as our obligations are aligned with our indemnification obligations and limited to the specified insurance limits we have agreed to provide. The foregoing parameters are stated in our contracts, and the additional insured endorsements to all of our insurance policies cover each additional insured to the extent of those contractual requirements. Our additional insured endorsements are broadly written to cover each additional insured "where required by written contract." Furthermore, because our additional insured endorsements are blanket endorsements, additional insureds need not be expressly named in order to be covered. Can the provisions cited below be revised as follows to reflect those parameters? • Section 2.6.4 on page 50 the RFP: o Replace the penultimate sentence with the following:  "The City of Pembroke Pines must be included as an additional insured to the extent of the Contractor's indemnification obligations under the resulting contract and up to the required insurance coverage amount. Additional insured coverage may be provided by a blanket endorsement that covers additional insureds where required by written contract." • Section 2.6.13 on page 53 of the RFP: o On lines 4-5, replace the phrase "should be named as an Additional Insured on the policy" with the phrase "should be included as an Additional Insured, to the extent of the



Contractor's indemnification obligations under the resulting contract and up to the required insurance coverage amount on the policy. Additional insured coverage may be provided by a blanket endorsement that covers additional insureds where required by written contract." •

Replace Section 2.7.1 on page 53 of the RFP and Section 8.7.1 on page 7 of the Contractual Services Agreement with the following: o "The City of Pembroke Pines shall be included as an additional insured, to the extent of the Contractor's indemnification obligations under the resulting contract and up to the required insurance coverage amount, on each of the Liability Policies. Additional insured coverage may be provided by a blanket endorsement that covers additional insureds where required by written contract." • Replace the last sentence of Section 8.6.1 on page 6 of the Contractual Services Agreement with the following: o "The City of Pembroke Pines shall be included as an additional insured, to the extent of the Contractor's indemnification obligations under this contract and up to the required insurance coverage amount, with respect to this coverage. Additional insured coverage may be provided by a blanket endorsement that covers additional insureds where required by written contract."

Answer #9

No, we do not agree to be covered by a blanket endorsement. City must be specifically listed.

Question #10

Subject: Contractual Services Agreement

Can Section 8.8 of the Contractual Services Agreement be replaced with the following to reflect our company's indemnity and additional insured parameters explained above? • "Contractor shall include the City, as an additional insured, to the extent of the Contractor's indemnification obligations under this Agreement and up to the required insurance coverage amount, on each of the General Liability policies required herein. Contractor shall also hold the City, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder, except to the extent such claims for damages are caused by the negligence of the indemnitees herein or third parties other than Contractor, its employees, agents, servants, partners principals and subcontractors."

Answer #10

Yes, however with the following modifications to your request:

"Contractor shall include the City, as an additional insured, to the extent of the Contractor's indemnification obligations under this Agreement ~~and up to the required insurance coverage amount, on each of the General Liability policies required herein~~. Contractor shall also hold the City, its agents, officers, subcontractors, and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder, except to the extent such claims for damages are solely caused by the negligence of the City



~~indemnitees herein or third parties other than Contractor, its employees, agents, servants, partners principals and subcontractors."~~

Question #11

Subject: Florida Sales tax

Section 3.14 of the General Terms and Conditions on page 56 of the RFP states that the City is exempt from Florida Sales tax on the direct purchase of tangible property. Is the City also exempt from Florida Sales tax on the direct purchase of services such as the security services being procured pursuant to this RFP?

Answer #11

Yes, the City of Pembroke Pines falls under the "Municipal Government" Exemption Category and has a current Consumer's Certificate of Exemption issued pursuant to Chapter 212 of the Florida Statutes, and is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

Question #12

Subject: City's rights as an additional insured

We note that the City requires that the City's rights as an additional insured extend to the Contractor's entire tower of insurance. See the last sentence of Section 2.6.4 on page 50. Our company is a large, national security service provider, and we maintain insurance limits that are commensurate with our size and scope of operations. This requirement may appear facially fair, but in effect it compels big firms to provide much larger amounts of insurance. Although each bidder may offer the specified insurance coverage, in the case of a large bidder, the City would be getting access to tens of millions more insurance than it would from other smaller bidders. Such a result is unfair. That requirement also effectively precludes us from accessing any portion of our insurance to satisfy other claims from time to time. However, we appreciate the City's desire for additional coverage, and therefore we propose a compromise whereby the Excess Liability limits will be increased from \$2,000,000 to \$10,000,000 in exchange for omission of the last sentence. Is that compromise acceptable?

Answer #12

Yes, a \$10MM excess is acceptable, however, the Contractor shall still be liable for amounts above their limit and/or if the Contractor's insurance does not accept the claim.

**Question #13**

Subject: Contractor to carry Sexual Abuse & Molestation coverage

We note the requirement in Section 2.6.11 on page 52 of the RFP for the Contractor to carry Sexual Abuse & Molestation coverage. We also note that the last sentence of Section 2.6.11 requires that the City's rights as an additional insured extend to the Contractor's entire tower of insurance. • Our company does not carry stand-alone Sexual Abuse & Molestation coverage. However, our General Liability/Professional Liability Insurance contains no express exclusions for sexual abuse and molestation. May the Contractor elect to cover sexual abuse and molestation risks under the General Liability/Professional Liability Insurance described in Section 2.6.13 on page 53 of the RFP provided that coverage contains no express exclusions for sexual abuse and molestation? • Regarding the City's request in Section 2.6.11 for access to the Contractor's entire tower of insurance, if we transfer coverage of sexual abuse and molestation coverage to our General Liability/Professional Liability insurance described in Section 2.6.13, our company is not able to give the City access to that entire tower of Insurance for the same reasons discussed in our comments to Section 2.6.4 above. However, we are willing to increase all General Liability/Professional Liability insurance limits to \$10,000,000. Is that compromise acceptable?

**Answer #13**

Yes, as long as there is not an exclusion, and a statement is on the COI stating Sexual Abuse and Molestation Coverage is included in the GL/Excess policies.

**Question #14**

Subject: Professional Liability/Errors & Omissions Insurance

Our company carries Professional Liability/Errors & Omissions Insurance as part of the General Liability Insurance, rather than as a stand-alone policy. Can Section 8.6.4 on page 7 of the Contractual Services Agreement be revised as follows to reflect those parameters? • Insert the following sentence after the word "act" on line 2: o "Such coverage may be combined with the General Liability limits."

**Answer #14**

Yes, as long as there is not an exclusion, and a statement is on the COI stating Professional Liability/Errors & Omissions Coverage is included in the GL/Excess policies.



*Question #15*

Subject: reciprocal right to terminate

Can Section 3.4 on page 3 of the Contractual Services Agreement be revised to give the Contractor the reciprocal right to terminate the Agreement for convenience on 120 days' prior written notice to the City?

*Answer #15*

This Agreement may be terminated by CITY for convenience, upon 7 days prior written notice by the City. In addition, this Agreement may be terminated by CONTRACTOR for convenience, upon 150 days prior written notice to the City.

*Question #16*

Subject: Current Staffing

Are all open positions currently staffed? If not, can you please clarify which positions are currently open?

*Answer #16*

Yes, all positions are currently staffed with the exception of the Summer positions at the City's Early Development Centers (EDCs), which are staffed during the summer session.

*Question #17*

Subject: 10% Owner's Contingency

Attachment D - Pricing Sheet - Proposed Shift Schedule contains a 10% Owner's Contingency. Can you please explain what this means?

*Answer #17*

While the specifications contained in this solicitation have incorporated all anticipated work to be accomplished, there may be unanticipated work required of the vendor in conjunction with this solicitation.

For instance, the City may build a new building during the term of the contract and need Security Guard Services for this building. Similarly, the City may have a certain number of guards or



certain number of services being required for a specific location, and may find a need to increase the quantity of guards or services needed in these areas.

For these reasons, the City Commission may award a project with an "Owner's Contingency". This contingency or allowance authorizes the City execute change orders up to the amount of the contingency without the need to obtain additional Commission approval. The Owner's Contingency is usually based on a specified percent, such as 10%, of the proposed project amount and is established for the specific project being performed under the contract.

This dollar amount shall be shown on the specific project purchase order as a distinct item from the vendor's overall offer to determine the total potential dollar value of the contract. It is hereby understood and agreed that the vendor shall not expend any dollars in connection with the Owner's Contingency without the expressed prior approval of the City's authorized representative. Any Owner's Contingency funds that have not been utilized at the end of the project will remain with the Owner, the contractor shall only be paid for the proposed project cost as approved by the City Commission along with any Owner Contingency expenses that were approved by the City's authorized representative.

#### Question #18

Subject: Hourly Rates for both the Golf Cart and Patrol Vehicle

Attachment D - Pricing Sheet - The pricing sheet indicates Hourly Rates for both the Golf Cart and Patrol Vehicle. Can you verify that these rates should be hourly and if so, how many hours should they be based on? Typically, we quote Golf Cart and Patrol Vehicles as a Monthly rate.

#### Answer #18

Yes, the pricing for the Golf Cart and Patrol Vehicles are correctly listed as hourly rates based on number of hours used for the scheduled work, like the City's existing contract. As shown in Attachment D, in cell "G10" the number of hours per year for the Golf Cart is 13,104 hours, which is based on the information on cell "H17" and "H23" for the Storage Lot and Wastewater Treatment Plant facilities. Similarly, in cell "G11" the number of hours per year for the Patrol Vehicle is 4,368 hours, which is based on the information on cell "H20" for the Howard C. Forman Human Services Campus.

#### Question #19

Subject: Section 1.5.2 Communication System

Section 1.5.2 Communication System states "A) Handheld Radios / Mobile Phone Application, etc.: The proposer shall identify the various aspects of their Communication System and how it will best meet the needs of the City and Contractor. The Communication System may be two-



way handheld radios, licensed for use by the FCC, that are provided by the Contractor(s) to all on duty personnel." Can the City please provide the model of the radios currently in use? Also, how many radios are currently in use?

Answer #19

Section 1.5.2 also states that the "proposer may also utilize alternative systems, such as mobile phone applications that track employees while on duty and allow a system for the employees to check-in with central dispatch, etc."

The current contractor does not utilize radios, as they utilize a mobile phone application.

Question #20

Subject: Minimum Experience

Section 1.5.5 states security officers "Must have a minimum one (1) year experience as a licensed Security Officer, or one (1) year management/supervisory experience, or one (1) year of accredited college course of study and/or its equivalent in credit hours." Would the City permit substitution of Law Enforcement and/or military experience?

Answer #20

Yes.

Question #21

Subject: Guardian Training

The solicitation states the Guardians "Shall have completed the 144-hour "Coach Aaron Feis Guardian Program," consisting of 12 hours of a certified nationally recognized diversity training and 132 total hours of comprehensive firearm safety and proficiency training". Can the City please indicate who provides this training and if the cost of training is billable to the City?

Answer #21

The County's Sheriff's office provides the "Coach Aaron Feis Guardian Program" training. The contractor shall not bill the City for any cost for training their staff.



Question #22

Subject: Relief/Break Period

Section 1.6.5 Relief/Break Period states "Contractor(s) shall provide a sufficient number of relief personnel on a twenty-four (24) hour basis to facilitate meal and/or restroom breaks for their personnel at no cost to the City." How many hours of relief are currently being provided to the city? Can the City please provide the current shift schedules so that breaks can be optimized?

Answer #22

The City does not have the information readily available to determine the number of hours of relief that are currently being provided, as the number may fluctuate based on actual needs and services.

Attachment D – "Pricing Sheet / Proposed Shift Schedule" includes the time frames for the different services needed at each location. It is up to the proposer to determine the best "shift schedules" and relief breaks for each guard, in order to best meet the requirements of the solicitation.



## Vendor Discussions # 3

### Questions

Question #23

Subject: Tab 1, Questions #11 and #12 Terms

Attachment D requires bidders to add a "Burden Rate" multiplier that would be applied to each of the proposed pay rates. The Burden Rate is different for the Armed position as it would also include the added expenses for the Guardian training. The only way to use the flat Burden Rate is to inflate the pay rate for the Armed positions unless bidders would be allowed to manipulate the table so a different rate could be applied. Is it possible to revise the Attachment D to break separate the Burden Rates for Armed and Unarmed positions.

Answer #23

**Please see the revised Attachment D "Pricing Sheet - Proposed Shift Schedule (REVISED 2023-03-09)",** which allows the proposer to submit a different Burden Rate for each position. Proposers that elect to use one Burden Rate for all of the positions can utilize the original Attachment D, however proposers that elect to submit a different burden rate for various positions would need to utilize the revised Attachment D.

Question #24

Subject: Guardian Training Cost

It is our understanding that the County Sheriff's Office provides the Guardian Training at no cost to LE and contractors providing security at that schools. Is that the case?

Answer #24

Yes, the County's Sheriff's Office has provided the Guardian Training at no cost. The Contractor should contact the County's Sherriff's Office for additional information.



## Public Notices

### Questions & Answers

*Feb 16, 2023 11:31 AM EST*

Please see attachment for the responses to the posted questions.

### Project Details Have Changed

*Feb 27, 2023 12:55 PM EST*

- Project Close Date changed - Project Intent to Bid Due Date Changed

### Project Details Have Changed

*Mar 06, 2023 7:29 PM EST*

- Project Close Date changed - Project Intent to Bid Due Date Changed

### Questions & Answers Part 2

*Mar 08, 2023 3:41 PM EST*

Please see attachment for the responses to the posted questions.

### Questions & Answers Part 3 with Revised Attachment D - Pricing Sheet

*Mar 09, 2023 9:10 AM EST*

Exhibit "A"



Please see attachment for the responses to the posted questions. In addition, please see the revised Attachment D "Pricing Sheet - Proposed Shift Schedule (REVISED 2023-03-09)", which allows the proposer to submit a different Burden Rate for each position. Proposers that elect to use one Burden Rate for all of the positions can utilize the original Attachment D, however proposers that elect to submit a different burden rate for various positions would need to utilize the revised Attachment D.



## Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

### 1. Prepare your submission materials:

#### Requested Information

Name	Type	# Files	Requirement	Instructions
Proposal Submission (Q-34RX)	Questionnaire: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this Questionnaire. The Response Template can be downloaded from the project listing on the Bonfire portal.
Completed Attachment D: Pricing Sheet	File Type: Excel (.xls, .xlsx)	1	Required	
Non-Collusive Affidavit	File Type: PDF (.pdf)	1	Required	
Licenses	File Type: PDF (.pdf)	Multiple	Required	
Emergency Plan	File Type: PDF (.pdf)	Multiple	Required	
Employee Benefit Plan	File Type: PDF (.pdf)	Multiple	Required	



Name	Type	# Files	Requirement	Instructions
Current Training Program Manual	File Type: PDF (.pdf)	Multiple	Required	
Trade Secrets	File Type: PDF (.pdf)	Multiple	Optional	
Financial Statements	File Type: PDF (.pdf)	Multiple	Optional	
Additional Information	File Type: PDF (.pdf)	Multiple	Optional	

## Commodity Codes

Commodity Set	Commodity Code	Title	Description
US_NAICS_2017	5616	Investigation and Security Services	
US_NAICS_2017	561612	Security Guards and Patrol Services	

### Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

### Requested Questionnaires:



The Questionnaire Response Templates can be obtained at <https://ppines.bonfirehub.com/opportunities/86059>.

Please note that Questionnaires may take a significant amount of time to prepare.

## 2. Upload your submission at:

<https://ppines.bonfirehub.com/opportunities/86059>

You will not be able to prepare a submission unless you submit 'Yes' for your Intent to Bid by **Feb 28, 2023 2:00 PM EST**.

The Vendor Discussion period for this opportunity starts Feb 07, 2023 9:00 PM EST. The Vendor Discussion period for this opportunity ends Feb 20, 2023 8:00 PM EST. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Feb 28, 2023 2:00 PM EST**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

### Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

### Need Help?



City of Pembroke Pines uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://vendorsupport.gobonfire.com/hc/en-us>

Attachment D (REVISED 2023-03-09)

Vendor Name: American Guard Services, Inc.

Security Guard Services - Pricing Sheet / Proposed Shift Schedule

Description	Hourly Wages	Overtime Wages	Burden Rate	Billable Hourly Rates	Billable Overtime Rates	Estimated Regular Hours Per Year	Estimated Overtime Hours Per Year	Total Estimated Annual Cost
Unarmed Officer	\$ 16.00	\$ 24.00	52.74%	\$ 24.44	\$ 36.66	31,824		\$ 777,778.56
Armed Officer	\$ 18.00	\$ 27.00	52.49%	\$ 27.45	\$ 41.18	2,392		\$ 65,660.40
Class G Armed Officer w/ Guardian Program Training	\$ 25.00	\$ 37.50	48.96%	\$ 37.24	\$ 55.86	720	360	\$ 46,922.40
City Center Armed Officer	\$ 27.00	\$ 40.50	48.28%	\$ 40.04	\$ 60.06	2,080	312	\$ 102,021.92
Golf Cart - Marked / Lighted	N/A	N/A	N/A	\$ 0.73	N/A	13,104		\$ 9,565.92
Patrol Vehicle - Marked / Lighted	N/A	N/A	N/A	\$ 4.40	N/A	4,368		\$ 19,219.20
								\$ 1,021,168.40

Location	Schedule	Department	Coding	Type of Security	Regular / Overtime	Number of Hours per week	Number of Hours per year	Number of employees (vehicles) per shift	Cost per hour	Total Cost per week	Total Bi-Weekly Cost	Total Annual Cost
Academic Village (Pool & Water Tank) 17189 Sheridan Street, Pembroke Pines, FL 33331	7:00 p.m. - 7:00 a.m. Mon - Fri 24 hours per day Sat & Sun	Utilities	471-536-6010-534990-0000-0000-00510 (60%) & 001-572-7001-534990-0000-0000-0000 (40%)	Unarmed Officer	Regular	108	5,616	1	\$ 24.44	\$ 2,639.52	\$ 5,279.04	\$ 137,255.04
Storage Lot 10801 Pembroke Road, Pembroke Pines, FL 33025	7:00 p.m. - 7:00 a.m. 7 days per week	Recreation	001-572-7001-534990-0000-0000-0000	Unarmed Officer	Regular	84	4,368	1	\$ 24.44	\$ 2,052.96	\$ 4,105.92	\$ 106,753.92
				Golf Cart - Marked / Lighted	Regular	84	4,368	1	\$ 0.73	\$ 61.32	\$ 122.64	\$ 3,188.64
Pines Place Guardhouse 8210 Florida Drive, Pembroke Pines, FL 33025	24 hours per day 7 days per week	Housing Division	001-554-8002-534990-0000-0000-000603	Unarmed Officer	Regular	168	8,736	1	\$ 24.44	\$ 4,105.92	\$ 8,211.84	\$ 213,507.84
Howard C. Forman Human Services Campus 8300 S. Palm Drive, Pembroke Pines, FL 33025 (Various Other Locations)	7:00 p.m. - 7:00 a.m. 7 days per week	Howard C. Forman Campus	001-519-6008-534990-0000-0000-0000	Unarmed Officer	Regular	84	4,368	1	\$ 24.44	\$ 2,052.96	\$ 4,105.92	\$ 106,753.92
				Patrol Vehicle - Marked / Lighted	Regular	84	4,368	1	\$ 4.40	\$ 369.60	\$ 739.20	\$ 19,219.20
Utilities Customer Services 8300 S. Palm Drive, Pembroke Pines, FL 33025	6:30 a.m. - 6:00 p.m. Mon - Thu	Utilities	471-536-6010-534990-0000-0000-00510	Armed Officer	Regular	46	2,392	1	\$ 27.45	\$ 1,262.70	\$ 2,525.40	\$ 65,660.40
Wastewater Treatment Plant 13955 Pembroke Road, Pembroke Pines, FL 33027	24 hours per day 7 days per week	Utilities	471-535-6022-534990-0000-0000-0000	Unarmed Officer	Regular	168	8,736	1	\$ 24.44	\$ 4,105.92	\$ 8,211.84	\$ 213,507.84
				Golf Cart - Marked / Lighted	Regular	168	8,736	1	\$ 0.73	\$ 122.64	\$ 245.28	\$ 6,377.28
City Hall 601 City Center Way, Pembroke Pines, FL 33025	7:00 a.m. - 6:30 p.m. Mon - Thu	Recreation	001-519-6001-534990-0000-0000-00345	City Center Armed Officer	Regular	40	2,080	1	\$ 40.04	\$ 1,601.60	\$ 3,203.20	\$ 83,283.20
				Overtime		6	312		\$ 60.06	\$ 360.36	\$ 720.72	\$ 18,738.72
Central EDC (Summer Session) 12200 Sheridan Street, Building P Pembroke Pines, FL 33026	6:30 a.m. - 6:30 p.m. Mon - Fri	Central EDC	001-569-5002-534990-0000-0000-00209	Class G Armed Officer w/ Guardian Program Training	Regular	40	360	1	\$ 37.24	\$ 1,489.60	\$ 2,979.20	\$ 13,406.40
				Overtime		20	180		\$ 55.86	\$ 1,117.20	\$ 2,234.40	\$ 10,054.80
West EDC (Summer Session) 1600 SW 184 Avenue, Pembroke Pines, FL 33029	6:30 a.m. - 6:30 p.m. Mon - Fri	West EDC	001-569-5002-534990-0000-0000-0000	Class G Armed Officer w/ Guardian Program Training	Regular	40	360	1	\$ 37.24	\$ 1,489.60	\$ 2,979.20	\$ 13,406.40
				Overtime		20	180		\$ 55.86	\$ 1,117.20	\$ 2,234.40	\$ 10,054.80
				<b>Base Total</b>		<b>1,160</b>	<b>55,160</b>			<b>\$ 23,949.10</b>	<b>\$ 47,898.20</b>	<b>\$ 1,021,168.40</b>

Mon	Tue	Wed	Thu	Fri	Sat	Sun	Number of Hours per week
12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 11:59pm	12am - 11:59pm	108
12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	84
12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	12am - 11:59pm	168
12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	12am - 7am 7pm - 11:59pm	84
6:30am - 6pm	6:30am - 6pm	6:30am - 6pm	6:30am - 6pm	N/A	N/A	N/A	46
12am - 11:59pm 12am - 11:59pm	12am - 11:59pm 12am - 11:59pm	12am - 11:59pm 12am - 11:59pm	12am - 11:59pm 12am - 11:59pm	12am - 11:59pm 12am - 11:59pm	12am - 11:59pm 12am - 11:59pm	12am - 11:59pm 12am - 11:59pm	168
7:00am - 6:30pm N/A	7:00am - 6:30pm N/A	7:00am - 6:30pm N/A	7:00am - 12:30pm N/A	N/A N/A	N/A N/A	N/A N/A	40
6:30am - 6:30pm N/A	6:30am - 6:30pm N/A	6:30am - 6:30pm N/A	6:30am - 10:30am 10:30am - 6:30pm	N/A N/A	N/A N/A	N/A N/A	40
6:30am - 6:30pm N/A	6:30am - 6:30pm N/A	6:30am - 6:30pm N/A	6:30am - 10:30am 10:30am - 6:30pm	N/A N/A	N/A N/A	N/A N/A	40
							<b>1160</b>

10% Owner's Contingency	\$ 2,394.91	\$ 4,789.82	\$ 102,116.84
<b>Grand Total with 10% Contingency</b>	<b>\$ 26,344.01</b>	<b>\$ 52,688.02</b>	<b>\$ 1,123,285.24</b>

Note: Summer Session at the Early Development Centers are approximately 9 weeks.

## Question Set 1: Tab 1 - Experience and Ability

#	Question	Response	Comment
1.0.1	Explain your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm.	-	<p>AGS maintains a strong interest in this project as we would like to not only increase our footprint in the area but to also enhance security for the City. As we have a wealth of experience with, and currently service a number of, municipalities throughout the country, AGS will strive to create a positive commitment with the City as we recognize the general needs of municipalities and the City's specific needs through the understanding of their scope. We have the capabilities and the know-how to provide security services in any location that would assist and facilitate any of our valued clients. We pride ourselves on our rapid growth, which we credit to our quality of service and our specialization. If awarded, AGS commits to safeguarding and protecting the City's students, employees, the general public, and City properties. Further, as we have a local office in Miami, AGS has already established ourselves within the area, ensuring smoother staffing and acquisition of resources for this contract.</p> <p>Founded in 1997, American Guard Services, Inc. ("AGS") is a nationwide woman-owned corporation with licenses, resources, personnel, and regional offices that has provided security services to government and commercial clients for over twenty-five (25) years. AGS employs more than six thousand (6,000) personnel all over the country. Our services include armed and unarmed security officers, event security, mobile patrols, surveillance solutions, loss prevention, risk management, and more. AGS has held successful contracts for federal and local municipalities, institutions of critical infrastructure, transit authorities, airports, maritime facilities, housing authorities, K-12 and higher education. Our company has grown organically thanks to our exceptional quality of services, infrastructure, and expanding capabilities.</p> <p><del>We recognize that, as a contract security service provider, our success is</del> AGS is equipped with over forty (40) regional offices across all fifty (50) states including the District of Columbia; we employ more than six thousand (6,000) security personnel and we service hundreds of clients that are diverse in size and industry.</p>
1.0.2	Describe the size of your firm.	-	<p>AGS is equipped with over forty (40) regional offices across all fifty (50) states including the District of Columbia; we employ more than six thousand (6,000) security personnel and we service hundreds of clients that are diverse in size and industry.</p>
1.0.3	Describe your firm's financial history, strength and stability.	-	<p>AGS has grown organically over our twenty-five (25) years in business to generate over \$100 million dollars in revenue per year; additionally, we also feature strong financial support from our \$10 million umbrella insurance policy; \$30 million bonding line; and \$70 million credit facility. There are no current financial conditions (e.g., bankruptcy, pending litigation, planned office closures, etc.) that would impede AGS's ability to complete the scope of the City's project.</p> <p>AGS continuously maintains a good banking relationship which allows for provisions such as expansion of our credit based on company growth. This relationship has also been instrumental in the assurance to pay our officers weekly while simultaneously providing greater assurances for the extensive needs and emergency responsiveness throughout the security realm. By combining our financing and insurance arrangements with in-house accounting, AGS has never encountered any payroll issues. We emphasize that the timely payment of employees is crucial to the provision of high-quality security services.</p> <p>Furthermore, since payroll is done on a weekly basis, AGS addresses errors and disputes on a quicker timeline. As billing is segmented regionally in our centralized accounting department we can isolate issues to specific sites. Billing is resolved immediately by our accounting specialists personally contacting clients or officers with concerns. We are fully capable of handling all billing processes. To this end, all our clients receive a primary biller and a secondary biller assigned to their accounts to ensure daily continuation of billing services despite callouts and vacations.</p>
1.0.4	Describe your firm's range of activities.	-	<p>Our services include the provision of armed and unarmed security officers, security operations center personnel, mobile and foot patrols, surveillance solutions, loss prevention, event security, risk management, road/field supervision, immediate responsiveness, and coverage (Flex-Force Officers, Rapid Response Team). AGS's range of activities includes deterrence; observation and reporting; enforcement of safety policies and taking appropriate action during emergencies; protection of persons and property; and customized services.</p>
1.0.5	Describe the specialized experience and technical competence of the firm or persons with respect to working on similar projects	-	<p>AGS has worked with various institution types including federal and local municipalities, critical infrastructure, higher education and K-12 facilities, transit authorities, housing authorities, airports, and seaports. Specifically, in regards to the City, AGS has had established infrastructure in Southern Florida for many years with our local office in Miami supplying officers and resources for various contracts in the area. Our most notable client in this region was the Port of Miami and following that project's completion AGS received an influx of other opportunities to serve on other port-related contracts within the area and around the country. Furthermore, AGS is confident that we will provide quality officers and services for the City as we have done throughout Florida for more than twenty (20) years.</p>
1.0.6	Do you have a minimum of two (2) years of experience? Please provide proof of such experience.	Yes	<p>Yes. AGS has over twenty-five (25) years of experience in the provision of security services for various government and private clients. For proof of this experience, please see the Other Completed Documents section of the Bonfire portal for a current copy of AGS's Class "B" Security Agency License issued by the Florida Department of Agriculture and Consumer Services.</p>
1.0.7	The firm or person's must provide information on their proximity to and familiarity with the area in which the project is located.	-	<p>AGS has four (4) established regional offices throughout Florida, including Cape Canaveral, Fort Lauderdale, Tampa, and Miami. If awarded, AGS will staff and gather resources from our local Miami office. We have been established in the area since 2001 when AGS first began our contract with the Port of Miami. During that time, our officers were responsible for the oversight, protection, and screening of cruise and cargo clients using walkthrough metal detectors, wands, and X-ray technologies to scan for dangerous or hazardous materials. Although the project is completed, AGS still maintains a strong footprint in the Miami area as we have also provided services for the Miami International Airport, and most recently, were awarded a contract with Brevard County.</p>

1.0.8	Explain the availability and access to the firm's top level management personnel.	-	<p>The City's access to AGS's top level management, or Key Personnel, will depend on their overall needs for communication with these individuals. By utilizing our Meetings Plan, City stakeholders may schedule daily, weekly, monthly, quarterly, and/or annual meetings with AGS Key Personnel to discuss contract compliance, goals for services, feedback, and other information. Although our Project Manager, Doug Snow, will be the main point of contact after transition of services, our top Key Personnel such as Mr. Gerald Gregory, Executive Vice President, and Mr. Craig Weissman, CFE, Vice President of Contract Compliance, will also be available for communication during the life of the contract should the need arise. AGS understands that more than one person will need to oversee the contract in order to ensure success; in that regard, our Key Personnel will be involved in all aspects. We prefer to maintain a horizontal structure for our corporate management, guaranteeing access to top-level management upon request.</p>
1.0.9	Please describe the past record of performance of the firm or person with respect to accessibility to clients, ability to meet schedules, communication and coordination skills.	-	<p>AGS Key Personnel will be involved during the transition process and assist the City's stakeholders in discussions for building the roadmap for transition of services, training modules and programs, implementation and coordination of equipment and technologies (e.g., Dashboard, TrackTik, MITC, vehicles, golf carts, etc.), finalizing schedules, and assignment of specific personnel for the project (i.e., Project Manager, Class G armed security officers, regular armed and unarmed security officers).</p> <p>Upon award, AGS will also set up a "meet and greet" with local officials from Police Departments, Fire Departments, and additional City designees or stakeholders. We implement these meetings to quickly build rapport and establish relationships between our officers and the people with whom they will be communicating regularly. These meetings are instrumental in the support of our security services as they will be provided to the City and its stakeholders, employees, visitors, and the facilities themselves.</p> <p>For the last twenty-five (25) years, AGS has ensured continuous and unbroken coverage for all our contracts nationwide. AGS understands that gaps in security coverage can occur at any time and create vulnerabilities and cause anxiety for the City. Fortunately, we plan for these contingencies and have ample resources at the ready for emergency and additional coverage. Through our Consistent Coverage Plan, AGS is able to fill any gaps and continue services even during extreme conditions (e.g., COVID-19 pandemic), ensuring peace of mind for our clients. We are able to provide consistent coverage by delivering resolutions for the following requests: back-filling, emergency service, expansion of service, and other additional coverage requests.</p>
1.0.10	Identify the contact person and supervisory personnel who will work on the various projects, including the relative experience of all professionals proposed for use on the team.	-	<p>If awarded this contract, the main point of contact for the City will be Doug Snow, Project Manager. Mr. Snow has over thirty (30) years of experience in the security industry and currently maintains all maritime operations for cruise and cargo clients in the Port of Miami and the Port Everglades. He will be responsible for such duties as direct operation of the contract, communication with the City on a regular basis, bringing technical and logistical expertise to the contract, and ensuring overall professionalism of the security officer force. As for the supervisory personnel we will utilize on our team, AGS will identify and provide these officers to the City if awarded, specifically during the transition process. AGS will also consider qualified incumbent supervisors and officers, as approved by City.</p>
1.0.11	Provide summaries of key persons and on-site staff to be assigned to the project with emphasis on their experience with similar work.	-	<p>Please see below for summaries of our Key Personnel that will be assigned to this contract. Please note that any information regarding on-site AGS staff will be provided post award.</p> <p><b>Gerald Gregory—Executive Vice President</b>  Responsibilities:  <input type="checkbox"/> Ensure that quality control and staffing procedures meet their targets.  <input type="checkbox"/> Bring technical, logistical, and technology expertise to the contract.  <input type="checkbox"/> Provide risk and safety monitoring consulting.  <input type="checkbox"/> Ensure all management personnel have the necessary tools, follow protocol, and meet the City's needs.</p> <p><b>Licenses or degree held:</b>  <input type="checkbox"/> Essex County Police Academy, Graduate  <input type="checkbox"/> Private Investigator</p> <p><b>Brief summary of relevant experience:</b>  <input type="checkbox"/> Over forty (40) years of security/investigations and public law enforcement experience</p> <p><b>Craig Weissman, CFE—Vice President of Contract Compliance</b>  Responsibilities:  <input type="checkbox"/> Ensure contract compliance; oversee operations and deployment measures.  <input type="checkbox"/> Ensure that quality control and staffing procedures meet their targets.  <input type="checkbox"/> Bring technical, logistical, and technology expertise to the contract.</p> <p><b>Licenses or degrees held:</b></p>

<p>1.0.12</p>	<p>Explain the ability and experience of the field staff with specific attention to project related experience.</p>	<p>-</p>	<p>Upon award, and during the transition process, AGS will provide all information concerning field staff to be assigned for the project including their specific project related experience. To properly staff for the City and comply with the security services requested, AGS will ensure that all personnel assigned are appropriate for the contract by utilizing a list of provided requirements. Security personnel must fulfill these requirements regarding background, experience, health, and licensure as established below prior to being considered for assignment. These lists, like the ones to follow, will reference requirements for all positions as listed on pages sixteen (16) – nineteen (19) of the Solicitation; these directives can be amended in the future by the City.</p> <p>General Security Personnel (Project Manager and Security Officers):</p> <ol style="list-style-type: none"> <li>1) Shall have a High School Diploma, GED or Degree from a United States accredited and verifiable institution.</li> <li>2) Shall have a FDLE and national criminal history background verification completed demonstrating a history of responsible behavior and that the candidate is free from previous or open criminal offenses prior to providing service to the City. An annual national background verifications shall be conducted and submitted to the City Municipal Security Manager or designee upon request.</li> <li>3) Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.</li> </ol> <p>Please see below for a brief list of AGS's unique qualifications and honors:</p>
<p>1.0.13</p>	<p>Contractor should list any applicable qualifications, including education, experience, honors and awards received, and professional associations of which the firm and/or its personnel are members.</p>	<p>-</p>	<p><b>SAFETY Act</b>                  In the aftermath of the 9/11 attacks, the private sector was extremely reluctant to deploy security technologies and services in civilian settings due to the enormous liability risks involved. In response, Congress enacted the Support Anti-Terrorism by Fostering Effective Technologies (SAFETY) Act in 2002. AGS's application to earn this Designation took nearly a year to complete due to COVID-19. AGS earned its SAFETY Act Designation in 2021 by undergoing a thorough review of our technologies, applications, and methodologies by the Department of Homeland Security Under Secretary for Science and Technology. Out of thousands of security companies AGS is one of the few equipped with this Designation.</p> <p>Commendation Letter from Hillsborough Area Regional Transit (HART)                  Recently, AGS's Account Manager, Anthony Conde, was lauded for his management skills and performance on the contract for Hillsborough Area Regional Transit ("HART") in Hillsborough County, FL. The Safety &amp; Security Department of HART composed a Letter of Commendation for Conde and expressed their praise and excitement to have Conde working on their contract. AGS is proud to present this Letter with our proposal for the City's consideration. Please see the Optional Documentation (Additional Information) section on Bonfire for the Commendation Letter.</p> <p><b>Other Qualifications</b>                  We believe that AGS's qualifications have been and will further be made clear through the content of this proposal. Above all, AGS would like to emphasize AGS's current workload can be measured using a couple different methods. One method of measurement is to examine our number of contracts serviced over the last twenty-five (25) years; as a matter of fact, AGS's Government Division has, apart from our private endeavors, won hundreds of contracts over the last decade while simultaneously performing for additional contracts and emphasizing our commitment to greater organic growth and infrastructure built from the ground up.</p>
<p>1.0.14</p>	<p>Provide the recent, current, and projected workload of the firm.</p>	<p>-</p>	<p>Additionally, AGS believes that the best method of measurement for gauging our current and projected workload can be seen through the merits we offer. In terms of infrastructure, AGS has forty (40) active regional branches around the country with over six thousand (6,000) security personnel nationwide. The company currently has over \$100 million dollars in revenue, and we feature strong financial support from our \$10 million umbrella insurance policy; \$30 million bonding line; and \$70 million credit facility. Our goal is to continue growing through the acquisition of various government and private contracts and by further expanding our already strong geographic and demographic presence across the nation.</p>
<p>1.0.15</p>	<p>What is your reputation compared to your peers in the market?</p>	<p>-</p>	<p>Although AGS has amassed the resources and financial strength of a large business, we still handle our client's contracts like a small business—our Executive Management (Key Personnel) works closely with each and every contract we acquire and they are involved in every aspect of the firm. We endeavor to make every client feel like an anchor client through a combination of attentiveness, care, and loyalty. Through us, clients experience both the secure stability of a large firm and the close communication of a small firm.</p> <p>While we understand that high turnover and lower quality of services are often prevalent issues in our industry, AGS takes active steps towards avoiding and resolving these matters through the recruitment of only the most qualified, talented, and value-oriented security personnel – those whom view security as a calling rather than a job – and by presenting strong incentives, such as above average pay and excellent benefits, to our security personnel in order to reduce turnover and retain talent.</p>

1.0.16	What is your reputation like among customers and how have you developed it?	-	<p>AGS has built a strong, positive reputation among our clients and customers. We have developed this reputation over the years by providing high quality services for our clients. Please see the attached Commendation Letter from Hillsborough Area Regional Transit (HART) in the Optional Documentation (Additional Information) section of Bonfire, and please see below for examples of feedback we have received from former and current clients:</p> <p>"I want to take this opportunity on behalf of TSA Team Orlando to thank you and your team for the outstanding job you did in support of the Visible Intermodal Prevention and Response (VIPR) operation held at the Disney Cruise Line at Port Canaveral [...] Please pass my personal thanks to B.J. Harmon and to everyone who supported the event. It was a resounding success and tremendous display of your professionalism and teamwork! We at TSA look forward to working with you again at future VIPR operations."                  – John J. Daly, Federal Security Director – Orlando</p> <p>"Thank you for helping to assure the safety of our guests and crewmembers during this difficult time. We know Hurricane Irma caused significant angst for everyone across the region, including your team and their families, yet you all put that aside to be there for our team and provide incredible support. Your selfless acts and solidarity under such difficult circumstances reinforce just how proud we are to partner with your organization."                  – Christine Duffy, President, Carnival</p> <p>"...We truly appreciate having you as a forward thinking, flexible, and results-oriented partner over the last 17 years. American Guard Services has been able to provide services at our more than 450 locations with absolutely no notice."</p>
1.0.17	How does your service differ from similar competitors? How do you win and retain business?	-	<p>AGS's services differ from our competitors in that we offer tailored services for all our clients. We would rather build a strong, personalized plan for services rather than have a standard, "one size fits all" approach that, while it could be versatile, does not directly address the current and future needs of our clients. AGS is able to win business through bidding on various government and private contracts, and we are able to retain business through a combination of receptiveness and adaptability; in other words, by listening and responding to the needs and concerns of our clients, we are able to adapt our services to meet the expectations of our clients and guarantee excellent performance.</p>
1.0.18	A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.	-	<p>In summary, AGS would be a great fit for the City due to a few factors. First, our managerial approach and oversight are second-to-none as our corporate management is involved with every one of our contracts. They serve as valuable resources during the transition process and throughout the contract term. Another factor is our tailored approach, which guarantees reception to our client's needs and the further tooling of services directly for our clients' expectations and needs. Finally, AGS's infrastructure and financial strength ensures that we are able to staff and gather adequate resources to complete the scopes for each one of our contracts. The remainder of our proposal will further evidence our managerial, operational, and financial strength, all of which will be used to perform meritoriously on this contract.</p>

18 Questions

100.00% Complete



2.3.3	Nature of the firm's responsibility on the project	-	AGS provides security officer services for USC Housing, which includes twenty (20) full-time posts manned twenty-four/seven (24/7), supervisor and manager positions manned twenty-four/seven (24/7), and additional special event services. AGS security officer duties include the following: ensuring that each person that enters the living area is identified and cleared for entry; denying access to any and all unverified parties after exhausting all verification resources; being alert of any unusual noises, odors or smoke that may be indicative of a fire or some untoward incident; providing a high level of customer service to all parties they come in contact with; reporting any and all incidents to supervisor and Department of Public Safety in accordance with the Cleary Act; providing and maintaining a daily activity report; securing and promptly reporting any lost personal property to Department of Public Safety or the supervisor on duty.
2.3.4	Project duration	-	2019 – Present
2.3.5	Completion (Anticipated) Date	-	August 2024
2.3.6	Size of project	-	3,500+ hours per week
2.3.7	Cost of project	-	\$4,327,901.00 (annually)
2.3.8	Work for which staff was responsible	-	AGS is responsible for the provision of security officer services for the University of Southern California's Housing department. Duties include identification of and clearance for entry into USC's buildings; denying access to any and all unverified parties after exhausting all verification resources; being alert of any unusual noises, odors or smoke that may be indicative of a fire or some untoward incident; providing a high level of customer service to all parties; reporting any and all incidents to supervisor and Department of Public Safety in accordance with the Cleary Act; and more.
2.3.9	The results/deliverables of the project	-	AGS's deliverables for this project is the successful provision of security officer services for the University of Southern California's Housing department.
<b>Reference #2: Reference Contact Information</b>			
2.4.1	Name of Firm, City, County or Agency	-	City of Rialto
2.4.2	Address	-	128 N Willow Avenue, Rialto, CA 92376
2.4.3	Contact Name	-	Jonathan Palmer
2.4.4	Contact Title	-	Sergeant
2.4.5	Contact E-mail Address	-	JPalmer@RIALTOPD.COM
2.4.6	Contact Telephone #	-	(909) 820-2646
<b>Reference #2: Project Information</b>			
2.5.1	Name of Contractor Performing the work	-	American Guard Services, Inc.
2.5.2	Name and location of the project	-	Name: Security Guard and Patrol Services for City of Rialto, CA Location: Rialto, CA
2.5.3	Nature of the firm's responsibility on the project	-	AGS provides security guard and patrol services of various City of Rialto (City) facilities and at City parks. AGS provides security guard and patrol services at the highest industry standards by integrating innovative and progressive techniques, following the objectives as set forth by the City. Routine deliverables include regular patrol and inspection of specified City facilities and City parks through the maintaining of proper security measures as all times during on-site hours, ensuring the facilities are secure, property inspections, event/incident logs, limiting loitering and vandalism, and the performance of all other requested tasks.
2.5.4	Project duration	-	2022 – Present
2.5.5	Completion (Anticipated) Date	-	June 2027
2.5.6	Size of project	-	500+ hours per week
2.5.7	Cost of project	-	\$764,605.00 (annually)
2.5.8	Work for which staff was responsible	-	AGS is responsible for the provision of armed and unarmed security officer services for the City of Rialto, CA. Duties include logging of events such as loitering and vandalism; enforcement of laws, rules, and regulations for the protection and security of City property; high visibility security; answering routine questions; providing directions; handling problems (incidents, criminal acts, etc.); patrols of various City Facilities and sites; and more.
2.5.9	The results/deliverables of the project	-	AGS's deliverables for this project is the successful provision of armed and unarmed security officer services for various facilities in the City of Rialto, CA.
<b>Reference #3: Reference Contact Information</b>			
2.6.1	Name of Firm, City, County or Agency	-	State of Arizona

2.6.2	Address	-	100 North 15th Avenue, Suite 402, Phoenix, AZ 85007
2.6.3	Contact Name	-	Nyesha Daley
2.6.4	Contact Title	-	Procurement Analyst (Statewide)
2.6.5	Contact E-mail Address	-	nyesha.daley@azdoa.gov
2.6.6	Contact Telephone #	-	(602) 542-4907
<b>Reference #3: Project Information</b>			
2.7.1	Name of Contractor Performing the work	-	American Guard Services, Inc.
2.7.2	Name and location of the project	-	Name: Armed / Unarmed Security Services Location: State of Arizona
2.7.3	Nature of the firm's responsibility on the project	-	AGS supplies armed and unarmed security officers for four (4) regions across the state of AZ: Maricopa, Gila, and Pinal; Mohave, La Paz, and Yuma; Yavapai, Coconino, Navajo, and Apache; Greenlee, Graham, Pima, Cochise, and Santa Cruz. Examples of the agencies AGS works with through the contract includes Phoenix Elementary School District #1, Child Services Department, and the Arizona Department of Public Safety.
2.7.4	Project duration	-	2018 – Present
2.7.5	Completion (Anticipated) Date	-	July 2023
2.7.6	Size of project	-	3,000+ hours per week
2.7.7	Cost of project	-	\$3,011,809.48 (annually)
2.7.8	Work for which staff was responsible	-	AGS is responsible for the provision of armed and unarmed security officer services for four (4) regions across the state of Arizona: Maricopa, Gila, and Pinal; Mohave, La Paz, and Yuma; Yavapai, Coconino, Navajo, and Apache; Greenlee, Graham, Pima, Cochise, and Santa Cruz. Some of the state's agencies we have worked with include Phoenix Elementary School District #1; Child Services Department; and the Arizona Department of Public Safety. Duties vary but include patrols (walking/mobile); traffic and crowd control; screening (i.e., walkthrough metal detectors) of visitors entering state facilities; and more.
2.7.9	The results/deliverables of the project	-	AGS's deliverables for this project was the successful provision of armed and unarmed security officer services for the State of Arizona.
<b>Reference #4: Reference Contact Information</b>			
2.8.1	Name of Firm, City, County or Agency	-	City of Surprise, AZ
2.8.2	Address	-	City of Surprise, Procurement Division, 16000 N. Civic Center Plaza, Surprise, AZ 85374
2.8.3	Contact Name	-	Elaina Cano
2.8.4	Contact Title	-	Court Administrator
2.8.5	Contact E-mail Address	-	mculver@courts.az.gov
2.8.6	Contact Telephone #	-	(623) 222-4832
<b>Reference #4: Project Information</b>			
2.9.1	Name of Contractor Performing the work	-	American Guard Services, Inc.
2.9.2	Name and location of the project	-	Name: Unarmed Security Guard Services for the City of Surprise, AZ Location: City of Surprise, AZ
2.9.3	Nature of the firm's responsibility on the project	-	AGS provided unarmed security officer services for the City of Surprise City Court Building. AGS was responsible for providing certified security officer services including maintaining courthouse security and decorum; assisting in the daily operation of the court; attending to the jury, if requested; and assistance to the public.
2.9.4	Project duration	-	2017 – 2022
2.9.5	Completion (Anticipated) Date	-	October 2022
2.9.6	Size of project	-	100+ hours per week
2.9.7	Cost of project	-	\$95,131.00 (annually)
2.9.8	Work for which staff was responsible	-	AGS was responsible for unarmed security officer services for the City of Surprise, AZ's Court building. Duties included maintenance of the City's courthouse security and decorum; assistance of daily operation in the court; attending to the jury; and provision of assistance to the public.

2.9.9	The results/deliverables of the project	-	AGS's deliverables for this project was the successful provision of unarmed security officer services for the City of Surprise, AZ's Court Building.
<b>Reference #5: Reference Contact Information</b>			
2.10.1	Name of Firm, City, County or Agency	-	Carnival Cruise Line
2.10.2	Address	-	3655 NW 87th Avenue, Miami, FL 33178
2.10.3	Contact Name	-	Dominick A. Froio
2.10.4	Contact Title	-	Vice President, Security Services (Retired)
2.10.5	Contact E-mail Address	-	spcuse44@gmail.com
2.10.6	Contact Telephone #	-	(954) 612-0987
<b>Reference #5: Project Information</b>			
2.11.1	Name of Contractor Performing the work	-	American Guard Services, Inc.
2.11.2	Name and location of the project	-	Name: Security Services for Carnival Cruise Lines Location: Several United States ports including Port of Miami, FL; Port of Everglades, FL; Port of Galveston, TX; Port of Long Beach, CA; and more.
2.11.3	Nature of the firm's responsibility on the project	-	AGS provided extensive port security for several Carnival fleets across notable United States ports. We also controlled X-Ray screening and crowd control for over five hundred thousand (500,000) people each season. AGS has planned, executed, and monitored emergency and incident response plans that were fully USCG and DHS compliant, taking into consideration rogue, chemical, physical, and cyber threats to port security. Our team ensured that the Miami-Dade and Los Angeles metropolitan areas were kept safe and secure with innovative control measures, an industry leading QMP, and other safeguards.
2.11.4	Project duration	-	2005 – 2020
2.11.5	Completion (Anticipated) Date	-	February 2020
2.11.6	Size of project	-	10,000+ hours
2.11.7	Cost of project	-	\$11,000,000.00 (annually)
2.11.8	Work for which staff was responsible	-	AGS was responsible for the provision of extensive port security for several Carnival fleets at various ports around the United States. Duties included X-Ray screening control and crowd control; planning, executing, and monitoring of emergency and incident response plans that were fully USCG and DHS compliant; implementing innovative control measures, an industry leading QMP, and other safeguards.
2.11.9	The results/deliverables of the project	-	AGS's deliverables for this project was the successful provision of security officer services for several fleets of the Carnival Cruise Lines.

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**Question Set 3: Tab 3 - Firm's Understanding and Approach to the Work**

#	Question	Response	Comment
<b>Statement of Understanding</b>			
3.1.1	Provide a narrative statement demonstrating an understanding of the overall intent of this solicitation, as well as the methods used to complete assigned tasks.	-	AGS understands that the overall intent of this RFP is for the awarded vendor to provide security officer services for the City's contract to safeguard and protect its students, personnel, and/or property by means of well-trained, experienced, alert, interested, and reliable security personnel. We will offer only the most skilled and talented security personnel who are properly licensed, trained, and dedicated. AGS's services will be available to the City on a twenty-four (24) hour, three hundred and sixty-five (365) days a year basis (including all Federal and City observed holidays) for the entire contract term.
3.1.2	Please clearly describe all aspects of the project proposed.	-	In providing twenty-four/seven (24/7) security services for the City, AGS includes resources to assist in the completion of the Scope of Work such as uniforms (tailored and designed for the City's preferences, per the Scope), equipment, firearms, technology and software, Dispatch, scheduling, management of officers, area management, and meetings with Key Personnel to discuss contract goals, compliance, concerns, etc., and to ensure we respond to all aspects of the project (i.e., security, foot patrol, access control, report writing, etc.).
<b>Approach</b>			
3.2.1	Describe Proposer's approach, identifying specific key tasks, in performing the services described in the Scope of Services, including Proposer's specific policies, plans, procedures or techniques to be used in providing the services. The Proposer shall describe the responsibilities of Proposer's management and key staff personnel that will perform work in this project.	-	<p><b>Implementation Plan</b></p> <p>In our mission to fully satisfy the City's requests, AGS is dedicated to the dialogue needed to discover areas of concern and craft solutions collaboratively. Our tailored plan of approach complies with and meets the deliverables as detailed within this Solicitation through Inception, Implementation, and Iteration. This philosophy guides our approach throughout the life of the contract, ensuring the inclusion of all deliverables and that no details are left unattended. Our "3i" plan of approach is divided into three major stages:</p> <p><b>i - Inception Stage:</b> AGS explores the best practices and solutions according to the Scope of Work, client needs, and inherent environmental challenges. AGS Subject Matter Experts (SME) and strategic security planners utilize their security expertise and conduct independent research to provide insight that is not readily apparent to the client or even other security firms. This is done to craft solutions specific to the City, develop flexibility, and expand upon client expectations.</p> <p><b>ii - Implementation Stage:</b> Upon award, we begin implementing the solutions identified in the Inception Stage for a swift, efficient, streamlined process. This quick transition is applied equitably across large and small contracts.</p> <p><b>iii - Iteration Stage:</b> This stage represents the ongoing maintenance of contract performance levels and quality of service. This includes comprehensive monitoring and supervision practices as well as effective complaint resolution. The Iteration stage is for the continued attention to quality control, quality feedback, and quality assurance.</p> <p><b>Employee Discipline Plan</b> When there is concern for or escalation towards the removal of an employee from the City's contract, AGS will utilize our Employee Discipline Plan. Most acts of misconduct can be prevented by familiarizing AGS officers with the City's policies and by providing them with a quick reference document of these policies and by frequently reminding officers of these policies.</p> <p><b>Initial Orientation</b>—Ensure familiarity with, and understanding of, AGS and City policies and regulations. <b>Easy Reference</b>—Provide an easily accessible list of AGS and City policies and regulations for quick reference.</p> <p><b>Frequent Reminders</b>—Frequently remind officers of commonly violated regulations (e.g., no smoking, no drug use, no fraternization, etc.)</p> <p>In general, we follow an escalation matrix of disciplinary procedures. This begins with soft measures such as warnings or demerits. Further misconduct merits a supervisor working closely with the officer to identify root causes of the behavior; in the long term, this increases retention by avoiding termination of officers for fixable issues and by showing the value we place on officers. If behavior fails to improve or worsens, drastic measures such as suspension, re-assignment, or even termination are implemented as last resorts.</p> <p>We have disciplined officers in the past for filling out reports incorrectly (and with insufficient detail) and not following the company's policy regarding uniforms/appearance. Increased training and remediation-focused action plans with increased supervisor presence helped increase poor performance from</p>
3.2.2	Describe Proposer's plan to remediate performance deficiencies as it relates to the services in this project.	-	<p><b>Employee Discipline Plan</b> When there is concern for or escalation towards the removal of an employee from the City's contract, AGS will utilize our Employee Discipline Plan. Most acts of misconduct can be prevented by familiarizing AGS officers with the City's policies and by providing them with a quick reference document of these policies and by frequently reminding officers of these policies.</p> <p><b>Initial Orientation</b>—Ensure familiarity with, and understanding of, AGS and City policies and regulations. <b>Easy Reference</b>—Provide an easily accessible list of AGS and City policies and regulations for quick reference.</p> <p><b>Frequent Reminders</b>—Frequently remind officers of commonly violated regulations (e.g., no smoking, no drug use, no fraternization, etc.)</p> <p>In general, we follow an escalation matrix of disciplinary procedures. This begins with soft measures such as warnings or demerits. Further misconduct merits a supervisor working closely with the officer to identify root causes of the behavior; in the long term, this increases retention by avoiding termination of officers for fixable issues and by showing the value we place on officers. If behavior fails to improve or worsens, drastic measures such as suspension, re-assignment, or even termination are implemented as last resorts.</p> <p>We have disciplined officers in the past for filling out reports incorrectly (and with insufficient detail) and not following the company's policy regarding uniforms/appearance. Increased training and remediation-focused action plans with increased supervisor presence helped increase poor performance from</p>
3.2.3	Describe the Proposer's approach as it relates to using force or a situation in which an individual possesses, displays, or attacks with a deadly weapon.	-	<p>AGS strives to employ security officers that are supremely capable of resolving conflicts, understanding the allowances and limitations of their role, and representing a positive image of the community they service. We help identify and mitigate personal biases that may stand in the way of professional interactions with certain members of the public. We educate officers to have mindful thoughts, words, and actions which build trust and better relations with the community they serve.</p> <p>AGS includes such training as "Verbal Judo I and II", which demonstrates the art of mediation and emphasizes the importance of harmony between thought and speech, proxemics, body language, facial expressions, basic blocking techniques, distraction techniques, and relative positioning. In the case that an individual possesses a weapon, displays malicious intent, or attacks, AGS security officers will be able to rely on their training to protect themselves and those around them/involved while law enforcement is en route.</p>

<p>3.2.4</p>	<p>Describe the Proposer's response experience and proposed approach in handling the discovery of an unattended package at a customer's facility.</p>	<p>-</p>	<p>Although not a common occurrence, AGS officers may encounter suspicious packages while on assignment and in the hands of our clients. Our personnel are trained to handle these situations with extreme care and efficiency. As we are SAFETY Act Designated by the Department of Homeland Security ("DHS"), AGS is required to regularly conduct training modules for suspicious packages. All officers undergo this TSA-approved training, assuring that they are familiar with the protocols and handling of the discovery of suspicious packages.</p> <p>Whenever a bomb threat is perceived (i.e., suspicious package) by a security officer they are to immediately cease the use of two-way radios, pagers, and cellular phones. Any of the client's employees, fellow security officers, and spectators will also be asked to turn off their devices in case of interference. AGS understands that not all unattended items are suspicious. Therefore, the first step in approaching an unattended package/baggage is identifying if it is suspicious. In keeping with the U.S. Department of Homeland Security's (DHS) standards for identifying suspicious packages/baggage, AGS uses the HOT method to determine if an unattended item is suspicious:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> The package is Hidden. For example, an item that is placed in an area that is not easily observed but high traffic or critical is suspicious, especially if there is VIP/media activity.</li> <li><input type="checkbox"/> The package is Obviously suspicious. For example, an item that has wires showing, is smoking, has fumes/odors, is leaking or ticking is suspicious.</li> <li><input type="checkbox"/> The package is not in a Typical area. For example, if the item is in an area where found property is not typically located, it is considered "hot".</li> </ul> <p>All items identified as HOT will never be touched by AGS personnel. Rather, Please see below for a list of elements that AGS finds to ensure the success of high-quality security services:</p>
<p>3.2.5</p>	<p>Describe in detail the critical elements of success in providing the highest level of security to the City.</p>	<p>-</p>	<p>Communication (Meetings Plan) A critical element for success with the City's contract will be through clear communication with their stakeholders during the transition period and beyond; AGS will strive to maintain our accountability through constant communication. We will employ our Meetings Plan, which will establish lines of communication with City stakeholders. AGS will keep all information concerning the City's contract up to date by consistently and regularly meeting with stakeholders to discuss performance, contract compliance, and more. These meetings can be held daily, weekly, monthly, semi-monthly, etc. We are able and willing to accommodate the schedules of City stakeholders and meet with them to discuss concerns, contract compliance and/or review, goals for service, etc.</p> <p>Oversight of Security Officers (Key Personnel and Project Manager) Another critical element for success will be through proper and active oversight of security personnel. While our Project Manager, Doug Snow, will be the main point of contact and supervision on the contract, our Key Personnel will be heavily involved during the transition period and provide insight for the City, contract compliance, and more. They will remain in contact through the contract term for communication should the need arise. AGS understands that more than one person will need to oversee the contract in order to ensure success.</p> <p>Proper Implementation and Transition (Implementation and Transition Plans) Adequate and thorough Implementation and Transition Plans are also crucial. AGS will begin implementation following the Intent to Award, and shortly</p>
<p><b>Proactive Management Plan</b></p>			
<p>3.3.1</p>	<p>Proposer's policy on response to resistance, the use of force, detention of subjects suspected of perpetrating a criminal offense.</p>	<p>-</p>	<p>AGS's Use of Force Policy AGS endeavors to de-escalate all hostile scenarios in a nonviolent manner. In cases where a subject escalates the situation by showing aggression or retaliating physically, we have a use of force continuum in place. An officer's levels of control are defined as such:</p> <p>Officer Presence—The officer's professional appearance and demeanor will serve as a visual deterrent.</p> <p>Verbal Direction—The officer's communication ability and knowledge of laws and regulations will allow them to guide subjects and de-escalate potentially hostile scenarios.</p> <p>Soft Empty Hand Techniques—The officer uses grabs, holds, and joint locks to restrain a subject.</p> <p>Hard Empty Hand Techniques—The officer uses empty hand strikes and kicks to restrain a subject.</p> <p>Less Than Lethal—The officer uses less lethal technologies such as batons, pepper spray, and tasers to restrain a subject.</p> <p>Intermediate Weapons—If a subject poses a significant threat of death or serious physical injury to the officer or to others, officers may have no other option but to discharge their firearm in order to protect their life or the lives of others. An officer is to never exercise a level of control greater than the subject's level of resistance unless it is to preserve and protect life in a dire circumstance. For a multitude of our contracts, AGS enforces dedicated laws at customer facilities on a federal, state, or local level. We maintain several security contracts wherein we collaborate with local law enforcement on a daily basis; for example, on our contract with the City of Fresno, our armed security officers perform screening work alongside the Fresno Police Department. There is always an AGS armed officer paired with a Fresno PD Officer at all times to respond to any emergencies, such as an individual bringing a weapon. AGS strives to always have a positive bond with local law enforcement. Additionally, for the City of Fresno, our security officers also work at the Fresno Police Department Headquarters.</p>
<p>3.3.2</p>	<p>Proposer's experience in enforcing dedicated laws at customer facilities whether on a federal, state or local level.</p>	<p>-</p>	<p>AGS enforces dedicated laws at customer facilities on a federal, state, or local level. We maintain several security contracts wherein we collaborate with local law enforcement on a daily basis; for example, on our contract with the City of Fresno, our armed security officers perform screening work alongside the Fresno Police Department. There is always an AGS armed officer paired with a Fresno PD Officer at all times to respond to any emergencies, such as an individual bringing a weapon. AGS strives to always have a positive bond with local law enforcement. Additionally, for the City of Fresno, our security officers also work at the Fresno Police Department Headquarters.</p>

3.3.3	Proposer's experience in dealing with violent crimes such as robbery, battery, assault, sexual battery/assault, and homicide.	-	<p>AGS security personnel have absolutely dealt and had experience with violent crimes on a multitude of contracts. For instance, on our City of Tucson ("City") contract, security officers are required to investigate and report any situation occurring in a Park Tucson parking location, whether they see the issue directly or are called by a cashier/ fellow security officer. It is their responsibility to require all personnel to report all security, safety, machine malfunctions, etc. through their Secure Trax information reporting system and to provide as much information as possible in order to protect the City from liability and false claims.</p> <p>Incidents to report include attacks or assault, sexual assault or attempted assault; thefts of funds, goods, or other assets; loitering and trespass; vehicle accidents involving patrons, personnel, equipment, or buildings; vandalism to equipment and property; machine malfunctions; arrests; bomb threats or other significant disturbances; members stranded in elevators; and other incidents as appropriate.</p>
3.3.4	Proposer's experience in providing detailed crime statistics and their activities resulting from observed, rising trends in criminal activities.	-	<p>Due to rising trends in criminal activities, AGS has pledged compliance with many ordinances and laws when conducting our services. For example, many of our education-based contracts comply with the Clery Act, which requires that all colleges and universities disclose crimes that have occurred on their campus to the federal government. The University of Southern California ("USC") is one of these clients, and, in compliance with the Clery Act, AGS has maintained transparency and disclosed all crimes brought to the attention of our officers to USC.</p> <p>Another example is for our contract with the Santa Clara County Superior Court ("Court"), which has experienced a rise in homeless encampments and drug use on their properties. To avoid this, AGS security officers perform ambulatory patrols of the exterior areas (i.e., Court buildings, parking lots) of the properties after hours in order to deter homeless encampments from being established; looting of dumpsters, trash cans, and recycle bins; engagement of illegal criminal or drug related activities, etc. All incidents are required to be reported to the Court Facilities Manager.</p>
<b>Emergency Plan</b>			
3.4.1	Provide a summary explanation of your Emergency Plan addressing the proposer's disaster preparedness, emergency operations, and continuity of operations plan that ensures coverage of posts at all times, including shift changes during times of hurricanes, civil unrest or disorder, or other unplanned event that may require the relocation of the Proposer's employees. Note – Please upload a copy of the plan (See section 1.8.4 for additional information).	-	<p>Emergency (Business Continuity) Plan</p> <p>Our culture is committed to accountability and loyalty. Our responsibility has always been to first understand who would be harmed by a possible disruption, delay, or noncompliant action. We then acknowledge, assess, plan, and investigate the issue. Our executives make a determination from this series of actions; either they are onsite the next day, and/or they craft revisions to training and begin re-training. The response varies depending on the issue—but the review and consideration of any systemic issues are invariant.</p> <p>The following components are essential for a Continuity Plan:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Contingency Planning that centers on preventive and proactive strategies with clear (sequenced) recovery procedures.</li> <li><input type="checkbox"/> A Contingency Planning Team who will coordinate recovery and recovery statuses.</li> <li><input type="checkbox"/> Supplies of any additional equipment needed for the recovery effort to be coordinated through AGS Team Management.</li> <li><input type="checkbox"/> Non-critical functions within the company adding to the support effort as needed.</li> <li><input type="checkbox"/> Temporary facilities to be prepared with County designees, as needed.</li> <li><input type="checkbox"/> Vulnerability Analysis Charts to address possible types of emergencies/incidents and assign their probability, predicted human impact, business impact, and more.</li> </ul> <p>Resuming operations will be a priority, but communicating and providing notifications throughout the resolution process will be equally as important.</p> <p><u>Continuity of Operations – Four Phases</u></p>
3.4.2	Describe the Proposer's past participation and proposed approach in emergency drills.	-	<p>AGS places strong emphasis on safety and regularly conducting emergency response drills to prepare our personnel for unexpected challenges during an emergency. For example, AGS is required to run specific emergency drills in our maritime sector to keep compliance with the Maritime Transportation Security Act (MTSA). Another specific example is the "dummy bombs" that we use for DHL; as our officers are posted at the DHL terminal of LAX, regular practice with the "dummy bombs" can be invaluable if they are to ever encounter them in the field. And finally, there are our general drills that we conduct regularly for all officers. We guarantee that the staff and administrators are cognizant and aware of all security protocols and are consistently able to provide recommendations based on security vulnerabilities during normal operations, emergencies, or crises. Past lessons, environment variables, and site-specific approaches are considered when calibrating these drill responses.</p> <p>Examples of AGS's drills include tabletop exercises (scenario-based discussions where stakeholders meet in a conference room setting to discuss individual responsibilities and how they would react to emergency situations), walkthrough drills (more thorough than tabletop exercises and AGS/client stakeholders perform emergency response functions), functional drills (specific functions such as medical response, emergency notifications, warnings, and communications procedures), relocation drills (occupants of structures and buildings practice relocation due to – or in the event of – an emergency), evacuation drills (occupants walk the evacuation route to a pre-designated assembly area where accounting procedures for all occupants are conducted and validated), and full-scale exercises (real-life emergency situations simulated as closely as possible involving all stakeholders, occupants, AGS, and similarly relevant parties).</p>
<b>Communication and Dispatching System</b>			
3.5.1	Please identify the location of the Central Dispatch Office.	-	AGS is able to handle emergency requests as they occur through our multi-million dollar, state-of-the-art Central Dispatch Center located at our corporate headquarters in Los Angeles, CA, available for our clients twenty-four/seven (24/7), three hundred sixty-five (365) days per year,
3.5.2	Is the Central Dispatch Office independently operated by the Contractor? If not, please advise who operates the Central Dispatch Office.	-	Our Central Dispatch Center independently owned and operated by AGS.

<p>3.5.3</p>	<p>Explain whether or not the proposer will utilize two-way handheld radios, or an alternative method. If using an alternative method, please advise why the proposer believes that the alternative method is the best solution.</p>	<p>-</p>	<p>Although the City prefers the use of two-way radios for communication with officers in the field, due to the range of the Dispatch Center to the City (i.e., across the nation) and because of the high-tech nature of our Center, AGS proposes the use of cellular smartphones as the main form of communication with security personnel at City posts. AGS will accommodate the use of two-way radios, however, if required.</p>
<p>3.5.4</p>	<p>Describe Proposer's communication and dispatching systems and practices. Provide overview of the systems equipment and any related software. Describe how and to what degree systems and procedures will aid Proposer in providing superior control and distribution of field personnel.</p>	<p>-</p>	<p>Upon award and establishment of a complete schedule for security personnel, AGS will leverage various technologies, practices, equipment, and software for the clear layout of officer presence, scheduling, post instruction/post orders review, and more to successfully fulfill the needs of this project. In addition to this scheduling, management, and oversight, we provide all officers with equipment (i.e., smartphones, tablets, etc.), technologies (i.e., MITC, TrackTik, etc.), and proper training to help fulfill their patrols. These provisions ensure greater support towards an empowered presence, comprehensive patrol and response unit, and assurance of unbroken and thorough security coverage.</p> <p>TrackTik is an extremely valuable technology that we utilize on every security contract to handle tasks such as officer clock in/out, monitoring (i.e., while on patrol or at their assigned post), geofencing, and of course, clear and expedient communication with the officers and other security personnel. AGS management and City stakeholders will be able to access TrackTik using a computer, tablet, or smartphone to view information generated (i.e., officer patrols, geofences, clock in/out times for security personnel, etc.). TrackTik software also provides a live real-time Dashboard, automated alerts, panic button, message board, incident analytics, branding options, and advanced customizable features.</p> <p>AGS believes that no security project can be completed by one person. Accordingly, we rely on the Dispatchers at our multi-million-dollar Central Dispatch Center – operated twenty-four (24) hours per day, seven (7) days per week – housed at our corporate headquarters in Los Angeles, CA. Our Dispatch Center combines technology with five (5) Dispatchers and one (1) Commanding Officer – available at all times – to provide hands-on customer service, uninterrupted security coverage, and accelerated response times for all other</p>
<p>3.5.5</p>	<p>How would the contractor ensure that the speed and quality of communications (radio or otherwise) is maintained throughout the contract between the Contractor's staff, Central Dispatch Office, and City.</p>	<p>-</p>	<p>AGS will ensure that the speed and quality of communications between our assigned staff, Central Dispatch, and the City is maintained throughout the contract by maintaining strong infrastructure and methods of communication. AGS management will be in constant communication with Dispatch for various administrative reasons (i.e., personnel attendance, monitoring, etc.) However, through utilization of our Meetings Plan, City stakeholders may also schedule daily, weekly, monthly, quarterly, and/or annual meetings with AGS management and Key Personnel to discuss contract compliance, goals for services, feedback, and other information. The City will also be given the phone number for our Central Dispatch Center and contact information for other key individuals who will oversee the contract. We assure the City that the rate and value of our communications with their stakeholders will be excellent, and depending on the City's preferences, the frequency of these communications will be adjusted as well.</p>
<p>3.5.6</p>	<p>How will the Contractor ensure that the security officers are actively performing their required duties. This may include use of guard tour systems or similar, radio calls, or GPS. The City may, at its discretion, request a real-time demonstration of the Contractor's proposed system, as part of the oral presentations or visits to the Contractor's other existing sites prior to contract award.</p>	<p>-</p>	<p><b>TrackTik (Officer Monitoring and Guard Tour)</b></p> <p>AGS understands that accurate, timely reports, and officer accountability are crucial to security posts. As such, we implement TrackTik software to ensure that all patrol areas and checkpoints are covered. TrackTik is a top-of-the-line electronic security officer monitoring and tracking system, designed to provide efficient and automated methods to manage services for the City. TrackTik can be installed on provided phone(s)/tablet(s) for the City as well as any personal smartphones and computers; all officers will be trained accordingly to further ensure appropriate and accurate reports while on duty and in real time.</p> <p>AGS management and City stakeholders will have remote access and be able to log in using a smartphone, tablet, or personal computer to view information generated on TrackTik. TrackTik software provides a live real-time Dashboard, geofencing, automated alerts, panic button, advanced customizable features, message board, incident analytics, branding options, and more. Please see the following for additional features and capabilities.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Increased Accountability Supervisors can track officers through web-based maps and reports. Upon submission, any report can be immediately sent to the online portal and emailed to any number of pre-selected personnel.</li> <li><input type="checkbox"/> Officer Monitoring Security officers can indicate when and where they will start or end their shifts at the push of a button. Officers can also indicate any location changes necessitated by special jobs, events, or interruptions.</li> <li><input type="checkbox"/> Expanded and Easier Reporting Capabilities Officers are able to easily generate Daily Activity Reports, Incident Reports</li> </ul>
<p>Quality Assurance Plan</p>			

<p>3.6.1</p>	<p>Describe Proposer's process and role of Proposer's key staff in developing, implementing and maintaining the Proposer's Quality Assurance Plan. Outline Proposer's plan to remediate performance deficiencies.</p>	<p>Quality Assurance Plan AGS employs a dedicated, in-house Quality Assurance Team (QAT) to facilitate the Key Performance Indicator (KPI) process consisting of a Director, Quality Assurance Coordinators, and a Quality Assurance Specialist who will all be involved in monthly meetings (pending approval from the City).</p> <p>Typically, our KPI process for multi-locational contracts uses client-side site surveys, which are sent to the client-side liaison for each site in the contract to fill out. They are asked to rate our performance in each KPI on a percentage basis (quantitative feedback), while offering additional commendations and recommendations (qualitative feedback) for a holistic appraisal. Overall, AGS's quality assurance and contract compliance methods have improved our performance in key areas across multiple contracts.</p> <p><b>QAT Process</b> 1. The Coordinator sends KPI scorecards/surveys to the client-side site manager and our company's site manager. These surveys not only solicit each manager's score for each KPI, but also additional qualitative feedback regarding commendations and recommendations. 2. The QAT receives feedback from each site manager. 3. The Specialist calculates AGS's overall performance based on the average of all sites. 4. The Coordinator presents the overall results in an Monthly Business Review (MBR), which also includes qualitative feedback from each site such as commendations and recommendations.</p> <p><b>KPI Scorecard</b> Upon award, we will leverage our Executive management and business Development team to ensure proper implementation and tailoring of security services for the needs of the City. During the Transition Period, we will begin a dialogue with the City to ensure the provision of materials, curriculum, equipment lists, and additional necessary documentation. During this period, we review and revise all required documents, sharing them with the City with every change to ensure their approval. Post Orders will also be drafted for the City's contract, composed with their approval and assistance. If there are alterations to the Post Orders during the life of the contract (unique circumstances are often discovered after a contract begins), assigned officers can even acknowledge these changes using the "Acknowledge" button on TrackTik, demonstrating that they have fully reviewed and understood the adjustments to the Post Orders.</p>
<p>3.6.2</p>	<p>Describe Proposer's process when amending Operational Procedures, providing for and conducting training on new or revised procedures, improved or enhanced technology, amended legislative changes, or changes in, or new procedures adopted by the City.</p>	<p>We will coordinate personnel to conduct all AGS training, including RFP materials; any additional City information will be supplemented as necessary. Similarly, we enact multiple tasks such as preparing equipment, on-site surveys, and establishing lines of communication to ensure security is implemented according to the expected start-date. Additionally, AGS utilizes Dashboard, our proprietary certificate tracking software to track licenses, certificates, training, and other pertinent documentation for our security personnel. Dashboard can also be used for updates to training courses for the officers.</p> <p>In addition to a regular schedule; AGS maintains regular communications to ensure greater quality assurance and attentiveness for the City's needs, such as amended legislative changes which will be monitored by our Risk Department and Vice President of Contract Compliance, Craig Weissman. Any new procedures adopted by the City will be reviewed by AGS management and Key</p>
<p><b>Personnel</b></p>		
<p>3.7.1</p>	<p>Describe Proposer's ability to satisfy all of the personnel qualifications. If Proposer cannot currently meet the requirements, explain how Proposer will attain the required key personnel. Key personnel includes all partners, project manager, and other key professional staff, such as a dispatcher, that will perform work and/or services in this project.</p>	<p>AGS currently has and will be able to satisfy all personnel qualifications and requirements for the City's contract. As our Key Personnel possess over one hundred (100) years of experience combined, AGS is confident in the abilities and qualifications of our personnel to meet the City's requests. Please see below for a listing of our Key Personnel to be assigned, including our proposed Project Manager:</p> <p><b>Gerald Gregory—Executive Vice President</b> Responsibilities: <input type="checkbox"/> Ensure that quality control and staffing procedures meet their targets. <input type="checkbox"/> Bring technical, logistical, and technological expertise to the contract. <input type="checkbox"/> Provide risk and safety monitoring and consulting. <input type="checkbox"/> Ensure all management personnel have the necessary tools, follow protocol, and meet the City's needs.</p> <p><b>Licenses or degree held:</b> <input type="checkbox"/> Essex County Police Academy, Graduate <input type="checkbox"/> Private Investigator</p> <p><b>Brief summary of relevant experience:</b> <input type="checkbox"/> Over (forty) 40 years of security/investigations and public law enforcement experience.</p> <p><b>Craig Weissman, CFE—Vice President of Contract Compliance</b> Responsibilities: <input type="checkbox"/> Ensure contract compliance; oversee operations and deployment measures. <input type="checkbox"/> Ensure that quality control and staffing procedures meet their targets.</p>

<p>3.7.2</p>	<p>Include Proposer's assurance that the key personnel described in its proposal shall be available to perform the services described, and that the Proposer has sufficient reserve personnel to adequately perform the services described in the event of illness, accident, or other unforeseeable events of a similar nature. Describe Proposer's approach to ensure the availability of personnel at all times, including Proposer's contingency plan, if any.</p>	<p>-</p>	<p>AGS assures the City that the Key Personnel described in our proposal will be available to help successfully execute the services described. As for continuous security coverage for planned, unplanned, and emergency events/situations, AGS regularly relies on a local team of field officers in supportive roles. This includes such positions as our Flex-Force Officers, Road &amp; Field Supervisors, and our Rapid Response Team, all of whom are cross-trained for various deployment needs. Additionally, we hire approximately twenty percent (20%) higher than the minimum number of officers needed to fully staff based on the City's requests. Paired with additional support (i.e., Central Dispatch Center, Project Manager, Key Personnel/Executive Management), AGS ensures immediate responsiveness and unbroken coverage for any and all types of security situations.</p> <p>We plan for emergency, sick, or short-notice coverage before it is necessary and have ample resources reserved to respond to anything planned or unplanned. AGS implements our Continuous Coverage Plan on every contract to provide unbroken security coverage and peace of mind. AGS regularly relies on personnel such as our Road Supervisors, Field Supervisors, and Rapid Response Team – all of whom are cross-trained for immediate deployment needs. Though these personnel will not cover a full unexpected absence or tardiness: supervisors or Rapid Response Officers will remain on post until a qualified replacement arrives and stay with that officer to ensure they are updated on post orders, and complete one (1) supervised patrol walkthrough. In situations like these, we inform City designees of an unexpected absence and the plan to be implemented for coverage so that appointed designees know of and are aware of the replacement officer.</p>
<p>3.7.3</p>	<p>Describe how the proposer staff's the necessary amount of employees to reduces the likelihood of staff members having to work overtime hours.</p>	<p>-</p>	<p>AGS is able to staff the necessary number of employees to reduce likelihood of overtime hours through the utilization of our time management and scheduling software, MITC. MITC automates and manages scheduling, as well as track all scheduling records. MITC provides streamlined scheduling solutions by offering modular workforce packages and a wide range of customization for every partner. The software also allows us to fill positions quickly with real-time notifications for no-calls/no-shows, over-scheduling, and under-scheduling. Communication features such as schedule prompting can improve time management by sending emails or text messages with schedule reminders prior to an employee's shift. MITC's automation reduces overhead costs incurred by the time and labor needed for scheduling. It also eliminates overhead associated with the manufacturing and upkeep of physical timekeeping tools.</p> <p>These auto-reminders for employees reduce the possibility of missed shifts or late arrivals. The system can also send officers messages to update necessary information such as post orders and ensuring compliance with requisite training and certifications. All messages are time-stamped to confirm that security officers receive their supervisor's directives (if applicable). MITC's technology allows officers to go online via smartphones, tablets, and personal computers to check their schedules and payroll at any time.</p> <p>MITC's system provides the ability for our clients to log in and view site scheduling, which officers are covering each shift, and that posts are properly covered. Further, by utilizing MITC clients looking to conduct audits will have access to most of the records they need online.</p>
<p>3.7.4</p>	<p>State Proposer's recruitment policy, procedures, methods and resources utilized for recruiting personnel, including conducting background investigations, verification of applicant's employment history, criminal and civil background checks, etc.</p>	<p>-</p>	<p><b>Recruitment Methods and Procedures</b> Given that proper character and temperament are necessary for any security officer, AGS maintains a strict and rigorous screening process that is comprised of three stages, each of which screens various aspects of our applicants.</p> <p><b>1. Automated Screening</b> Using proprietary software, we create an online checklist comprised of both the City and AGS required qualifications, through which all incoming job applications will be verified. Inadequate and incomplete applications will be screened out, and qualified applications will be saved to a short-list. Automated screening is done continuously, twenty-four hours a day, seven days per week (24/7), without human assistance, which saves AGS time and money, allowing us to share our best price with the City.</p> <p><b>2. In-Person Assessments</b> We will contact all short-listed candidates to prepare for an interview with AGS employees from multiple departments, including the recruiter, a Human Resources representative, and the scheduler. The purpose of such an intense review process is to screen for unqualified candidates with undesirable personality traits. We endeavor to assign only the most courteous and competent officers to be employed at the City.</p> <p><b>3. Background Checks &amp; Verification</b> AGS conducts background checks on qualified candidates to review any automatic disqualifications such as felonies, DUIs, dishonorable discharges, crimes of violence, unlawful sexual behavior, acts of domestic violence, crimes of child abuse, and any misdemeanors or felony crimes of moral turpitude. We AGS believes that high quality customer service is of the utmost importance regarding the overall success of security services contracts. We hire only the most competent, qualified, and well-trained security professionals; those who view security as a calling rather than a job. We never merely hire warm bodies to fill our roles. If a potential officer acts unprofessional or does not display the dedication we have fostered throughout the years there is a high likelihood they will not advance to the assignment stage.</p>
<p>3.7.5</p>	<p>Describe the proposer's ability to recruit personnel and manage a security operation which requires constant, and often prolonged, verbal interaction with the public and avoiding misconduct associated with these verbal interactions.</p>	<p>-</p>	<p>AGS understands that a large amount of daily verbal interaction can be challenging, however, AGS recruiters generally seek candidates that are personable, warm, and friendly towards others. As we are a service-based company there is an inherent understanding that our security officers and other personnel will face many public interactions per day. Additionally, we train all security officers to develop inherent customer services skills to address and communicate with members of their community properly, professionally, and respectfully.</p>

3.7.6	Describe in detail the personnel development plan and professional opportunities for the Proposer's personnel, turnover rate and retention procedures implemented by the Proposer.	-	<p>As much as we can, AGS follows our "Promote from Within Policy" which encourages the promotion of currently existing officers to supervisory positions, rather than spend valuable time and resources to recruit, screen, hire, train, and staff new and unfamiliar supervisors. This, in turn, has ensured that AGS's turnover rate has historically never exceeded thirty percent (30%).</p> <p>In accordance with this, AGS requires supervisor candidates to take a five-module supervisor training program. This program includes engaging, up-to-date lessons concerning safety and security methods, emergency preparedness, effective communications, report writing, ethical conduct, and many other critical topics. The courses provide timely, topical training on the most current approaches and lessons learned from similar facilities. They will learn effective enforcement techniques using interpersonal skills, presence, and communication skills in addition to understanding the "Ask, Tell, Make" concept, as well as other major aspects of enforcement.</p> <p>Supervisor Training Program                  Module 1: Principles of Leadership I  <input type="checkbox"/> The Role of Private Security  <input type="checkbox"/> Leadership and the Security Mission  <input type="checkbox"/> Leadership and Supervisory Skills</p> <p>Module 2: Principles of Leadership II  <input type="checkbox"/> Key Principles of Leadership  <input type="checkbox"/> The Ethics of Professional Leadership  <input type="checkbox"/> Conflict Management</p>
3.7.7	Describe the proposer's employee benefit plan, including what health benefits, insurance, retirement plans, paid time off, etc. that the proposer provides to their employees covered under this contract. Note – Please upload a copy of the plan (See section 1.8.4 for additional information).	-	<p>Employee Benefits and Retention                  To help retain high-quality personnel, we offer the following benefits package:</p> <p>Health, Vision, And Dental Insurance—We offer all employees a customizable insurance plan for which we will pay a monthly stipend. If the employee adds plan benefits that exceed this stipend, the remainder will be deducted from their pay.</p> <p>No-Cost Tailored Uniforms—We provide all employees with no-cost, tailored uniforms—these are regularly resized as needed to upkeep each guard's professional appearance.</p> <p>Merit-Based Cash Bonus Program—We award exceptional employees through a merit-based cash bonus program. Eligibility is based on attendance and work performance.</p> <p>In addition to these benefits, we also offer the following retention incentives:</p> <p>Promote from Within Policy—Rather than continually fill supervisor positions by hiring from outside, AGS endeavors to promote deserving officers to these positions, thus incentivizing retention and continuously developing our security personnel.</p> <p>Personal and Career Development Opportunities—AGS offers development opportunities to its security personnel by offering webinars, conferences, special training, etc.</p>
<b>Training Program</b>			
3.8.1	Describe and the current and proposed training program implemented by the Proposer to train its personnel. Note – Please upload a copy of the proposer's current training manual describing (See section 1.8.4 for additional information) describing Proposer's process for providing and conducting training on new and revised procedures, improved or enhanced technology, amended or legislative changes, or changes in or new procedures adopted by the City. The information shall include but not limited to the following elements: i. Training program: number of hours and training curriculum ii. Training of newly hired security officers iii. Orientation of newly hired security officers iv. Continuing education/training v. In-service training/on the job training vi. Training resources vii. Training instructors	-	<p>Training Plan                  AGS' Training Plan ensures that all officers (incumbent and new hires) are capable of fulfilling the training requirements as outlined by the City including such items as personal appearance, firearms training, literacy, criminal background, professional background, entry requirements, and minimum qualifications. AGS's overall training will take approximately eight (8) hours in length. We will make standards and expectations known to all employees working for the City, will provide and review written Codes of Conduct, address the City's concerns (e.g., behavioral, contractual) as they may occur, and will implement corrective procedures for the development of all officers and for better service to the City. All AGS employees are subject to the training methods outlined below:</p> <p>Initial Training (Before Assignment)                  AGS provides comprehensive pre-assignment training to familiarize officers with the City's protocols. Training includes but is not limited to the following:  <input type="checkbox"/> Legal Aspects  <input type="checkbox"/> Emergency Situations  <input type="checkbox"/> Observation and Awareness  <input type="checkbox"/> Security Breach Procedures  <input type="checkbox"/> Reporting Procedures and Writing  <input type="checkbox"/> Facility Layout  <input type="checkbox"/> Patrol Procedures  <input type="checkbox"/> Triple Retention Holsters (armed only)</p> <p>Site-Specific Training (Before Assignment)                  AGS's orientation and pre-assignment training is designed to ensure that our</p>
<b>Readiness and Timeline</b>			
3.9.1	Describe Proposer's ability and readiness to begin providing services as requested herein, assuming a start date of June 1st, 2023.	-	<p>Following Notification of Award, AGS will immediately begin the process of transition of our services for the City. We estimate that this entire process will require an industry standard thirty (30) days from beginning to end. If awarded, as long as AGS has received Notification before or around May 1st, 2023, AGS will have no issue in transitioning our services in time for the Solicitation's expected start date of June 1st, 2023. However, this timeline can also be shortened; in extreme cases, we have been called upon to implement security services in as little as five (5) days.</p>

3.9.2	Identify if the proposer anticipates a need to hire additional staff, implement new training schedule, purchase of equipment, etc., to provide services under this contract. Proposer should include a time-line to get this accomplished.	-	<p>As we have completed hundreds of transitions in the past, the process to transition our services for the City's contract should not be difficult and, if anything, routine. As mentioned previously, AGS requires an industry standard thirty (30) days to complete our transition. This timeline can be extended or shortened, depending on the needs and requirements from the City. In extreme circumstances we were even able to transition our services in as little as five (5) days. As for a timeline, AGS will utilize the outline of our vetted Transition Plan, provided hereafter.</p> <p><b>Week 1</b>                  During the first week of transition, AGS's Transition Team members (i.e., Key Personnel, local management) will visit each job site and conduct on-site surveys. These site surveys will determine if any sites have critical vulnerabilities. We will consider factors such as the location of restroom facilities, stairways, fire alarms, fire extinguishers, the approximate square footage of the site area in need of coverage, and gaps in the perimeter. Data collected from these surveys will form the basis for our patrol route. AGS's Transition Team will also meet with City stakeholders to discuss their personal expectations for security officer services and performance, areas of concern, common on-site procedures (e.g., locking/unlocking the facility, using their preferred software for administrative functions, etc.), and more.</p> <p>Once our liaisons have met with the stakeholders, our liaisons will establish direct lines of communication by trading contact information with AGS's primary and secondary contacts. At this point, the City will also be given the number for our Central Dispatch Center. If applicable, we will obtain a list of incumbent officers from all job sites who are qualified for retention (in compliance with both</p>
<b>Concerns</b>			
3.10.1	Identify any issues or concerns of significance that may be appropriate.	-	AGS does not claim to identify any issues or concerns of significance for this contract.
<b>32 Questions</b>		<b>100.00% Complete</b>	

**Question Set 4: Contact Information Form**

#	Question	Response	Comment
<b>Company Information</b>			
4.1.1	Company Name	-	American Guard Services, Inc.
4.1.2	Company Address	-	1125 W. 190th Street, Los Angeles, CA 90248
<b>Primary Contact for the Project</b>			
4.2.1	Contact Name	-	Gerald Gregory
4.2.2	Contact Title	-	Executive Vice President
4.2.3	Contact E-mail Address	-	<a href="mailto:jgregory@americanguardservices.com">jgregory@americanguardservices.com</a>
4.2.4	Contact Telephone Number	-	(800) 441-1808
<b>Authorized Approver</b>			
4.3.1	Contact Name	-	Gerald Gregory
4.3.2	Contact Title	-	Executive Vice President
4.3.3	Contact E-mail Address	-	<a href="mailto:jgregory@americanguardservices.com">jgregory@americanguardservices.com</a>
4.3.4	Contact Telephone Number	-	(800) 441-1808
10 Questions		100.00% Complete	

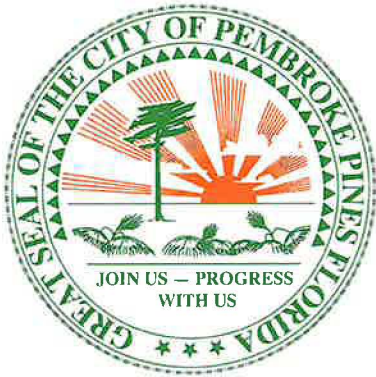
#	Question	Response	Comment
<b>Former Business</b>			
5.1.1	Under what former name has your business operated? Include a description of the business.	-	American Guard Services, Inc. ("AGS") has operated under same name since the inception of our company in 1997. We have provided security guard services for government, private, and commercial agencies for over twenty-five (25) years. AGS has a nationwide reach and focus, and we have grown organically to employ more than six thousand (6,000) security personnel across the United States. Our company continually meets the needs of our clients with its procedures matching the field-tested durability of law enforcement.
5.1.2	At what address was that business located?	-	Not applicable.
<b>Past Failure</b>			
5.2.1	Have you ever failed to complete work awarded to you. If so, when, where and why?	No	In our twenty-five (25) years of business, AGS has never failed to complete work awarded to us.
<b>Inspected</b>			
5.3.1	Have you personally inspected the proposed WORK and do you have a complete plan for its performance?	Yes	Assuring that we have a Work Plan that is applicable and tailored to satisfying the needs of the City is directly proportional to our goals for providing services. AGS's Work Plan has been detailed thoroughly in Tabs 1-3 of this Questionnaire and proposal. If awarded, AGS intends to conduct on-site interviews and continue discussions with City stakeholders to develop a responsive and compliant Transition Plan. We have reviewed the specifications as outlined in this Solicitation and have responded to all requirements of the City. Additionally, as AGS attended the pre-bid meeting, we were able to gain further insight into the City's Solicitation and their overall needs.
<b>Subcontracting</b>			
5.4.1	Will you subcontract any part of this WORK? If you will be subcontracting any part of this work, provide details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s). (Note: The proposed list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.)	No	AGS does not intend to subcontract any part of this contract.
<b>Bankruptcy Petitions</b>			
5.5.1	List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.	-	AGS has not had any bankruptcy petitions filed by or against us within the past five (5) years.
<b>Bond Claims</b>			
5.6.1	List and describe all successful Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).	-	In the last five (5) years, there have not been any bond claims made to AGS's sureties.
<b>Claims, Arbitrations, Administrative Hearings and Lawsuits</b>			
5.7.1	List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.	-	Like any organization, AGS is subject to litigation arising in the ordinary course of business. AGS employs approximately six thousand (6,000) security officers nationwide. As the organization has expanded, the lawsuits filed against the organization have increased as well. The lawsuits include contested general liability matters, employment law issues, civil suits, and worker's compensation claims. AGS is also compelled to defend personal injury claims brought by our client's customers. In addition, AGS must occasionally defend commercial litigation resulting from contractual disputes. The majority of the matters are disputed but are covered by insurance and handled by a Risk Management and a Legal Department. While an unfortunate, yet understandable "cost-of-doing-business," AGS is confident and hopeful that all matters will be defended, resolved justly and expediently, as AGS and its affiliated entities continue to grow as a security services provider and gain market share in the security services industry. Please contact our in-house legal counsel, Neil Evans, Esq. General Counsel, for additional information. Mr. Evans can be reached at (424) 213-4143.
<b>Criminal Proceedings or Hearings</b>			
5.8.1	List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.	-	AGS has not been involved in any criminal proceedings or hearings for business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.
<b>Company Classification</b>			
5.9.1	In regards to the commodities/services proposed, which of the following best classifies your firm? If you selected any options besides "Original Provider" please explain.	Other	AGS offers armed and unarmed security officer services for government and private agencies. We operate as part of the contract services industry.
<b>Debarment/Suspension</b>			
5.10.1	Have you ever been debarred or suspended from doing business with any governmental agency? If you have been debarred or suspended from doing business with any governmental agency, please explain.	No	AGS has never been debarred or suspended from doing business with any governmental agency.
<b>Similar Experience &amp; Contracts</b>			

5.11.1	Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years.	-	<p><b>City of Rialto</b> AGS provides security guard and patrol services of various City of Rialto (City) facilities and at City parks. AGS provides security guard and patrol services at the highest industry standards by integrating innovative and progressive techniques, following the objectives as set forth by the City. Routine deliverables include regular patrol and inspection of specified City facilities and City parks through the maintaining of proper security measures as all times during on-site hours, ensuring the facilities are secure, property inspections, event/incident logs, limiting loitering and vandalism, and the performance of all other requested tasks.</p> <p><b>Judicial Council of California</b> AGS provides security officer services for the Judicial Council of California's regional service areas, which includes Los Angeles, Riverside, Ventura, Sacramento, San Diego, Santa Ana, Fresno, and San Jose. Duties include monitoring security desk consoles, conducting magnetometer and security wand entry screening, performing interior surveys, and monitoring public access points to court facilities amongst other deliverables.</p> <p><b>City of Fresno</b> AGS provides security services at various City locations including the Municipal Service Center (an approximately 38-acre site consisting of 19 buildings/shops and 11 shelters); City Hall (a five-story, 201,000 square foot building with an adjacent utility structure that houses approximately 600 employees); the Santa Fe Depot Station (a two-story structure wherein the City of Fresno leases 6,500 square feet to AMTRAK and 1,953 square feet to Greyhound for the operation of a rail passenger station, a bus passenger station, and related business</p>
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**Question Set 6: Vendor Registration Checklist**

#	Question	Response	Comment
<b>Vendor Information Form</b>			
6.1.1	Did you submit a completed Vendor Information Form in the Vendor Registration Portal?	Yes	
<b>Form W-9 (Rev. October 2018 or later)</b>			
6.2.1	Did you submit a W-9 Form (Revised October 2018 or later) in the Vendor Registration Portal?	Yes	
<b>Company Profile</b>			
6.3.1	Did you submit your Company Profile Form in the Vendor Registration Portal?	Yes	
<b>Sworn Statement on Public Entity Crimes Form</b>			
6.4.1	Which option did you select on the Sworn Statement on Public Entity Crimes Form?	A) Not Charged / Convicted	
<b>Equal Benefits Certification Form</b>			
6.5.1	Which option did you select on the Equal Benefits Certification Form?	A) Complies	
<b>Vendor Drug-Free Workplace Certification Form</b>			
6.6.1	Which option did you select on the Vendor Drug-Free Workplace Certification Form?	Complies Fully	
<b>Scrutinized Company Certification</b>			
6.7.1	Did you submit a completed Scrutinized Company Certification in the Vendor Registration Portal?	Yes	
<b>E-Verify System Certification Statement</b>			
6.8.1	Did you submit a completed E-Verify System Certification Statement in the Vendor Registration Portal?	Yes	
<b>Veteran Owned Small Business Preference Certification</b>			
6.9.1	Which option did you select on the Veteran Owned Small Business Preference Certification? Note - If certifying that your business is a Veteran Owned Small Business, you must also attach a "Determination Letter" from the U.S. Dept. of Veteran Affairs Center	Not a Veteran Owned Small Business	
<b>Local Business Tax Receipts</b>			
6.10.1	Did you submit your Local Business Tax Receipts in the Vendor Registration Portal?	Yes	
<b>Local Vendor Preference Certificate</b>			
6.11.1	Which option did you select on the Local Vendor Preference Certification? Note - If certifying that your business is a Local Pembroke Pines or Broward County vendor, you must also attach applicable current business tax receipt(s) along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) YEAR.	Local Broward County Vendor	AGS has submitted our Local Business Tax Receipts in the Vendor Registration Portal. We have maintained a permanent place of business in Broward County for at least one (1) year.
<b>11 Questions</b>		<b>100.00% Complete</b>	

# AMERICAN GUARD SERVICES, INC.



**Submitted to:**  
The City of Pembroke Pines  
Procurement Department  
8300 S. Palm Drive  
Pembroke Pines, FL 33025  
(Electronic Submission)

**Submitted by:**  
American Guard Services, Inc.  
Gerald A. Gregory  
Executive Vice President  
1125 W. 190<sup>th</sup> Street  
Los Angeles, CA 90248



**Response to (RFP) Request for Proposals  
RFP #TS-22-13, Security Guard Services  
City of Pembroke Pines, FL**

Security Guard Services ♦ Stakeholder Communication ♦ Rapid Response ♦ Guard Location Tracking

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**Cover Letter****AMERICAN GUARD SERVICES**

(800) 441-1808  
americanguardservices.com

National HQ : 1125 W. 190th St.  
Los Angeles, CA 90248



Licensed  
Nationwide

February 24, 2023

The City of Pembroke Pines  
Procurement Department  
8300 S. Palm Drive  
Pembroke Pines, FL 33025  
(Electronic Submission)

**Response to Request for Proposals (RFP) #TS-22-13, Security Guard Services**

American Guard Services, Inc. ("AGS") is interested in offering the City of Pembroke Pines, FL ("City") security services at various facilities as described in the Scope of Work. We believe that the assembled documents herein stand apart from our competition and form a fully compliant response.

**Brief Description of the Firm**

Founded in 1997, AGS has over twenty-five (25) years of experience in the security field with a nationwide reach and focus. AGS has grown organically to employ more than six thousand (6,000) security personnel across the United States. Our firm continually meets the needs of our clients with its procedures matching the field-tested durability of law enforcement. Our SAFETY Act Designation stands as further evidence of our adept security services, screening procedures, and higher qualifications therein. Our corporation, fully furnished with licenses, resources, personnel, and offices nationwide holds current and completed government and private contracts servicing federal and local municipalities, institutions of critical infrastructure, transit authorities, housing authorities, airports, seaports, higher education, and K-12 facilities. Our range of experience in varying industries along with our certifications and qualifications are all evidence that AGS is immediately ready to meet the City's requested services.

**Our Strong Local Footprint in the City**

AGS possesses a strong footprint in Florida with an established regional office in Miami (1015 North America Way, #108, Miami, FL 33132) dedicated to the fulfillment of various contracts within the area. AGS's goal is to service more than one contract per region to establish our infrastructure and assure our place within the local community, familiarizing ourselves geographically and demographically. Some of our notable past and present

contracts include the State of Florida (master contract); Hillsborough Area Regional Transit; Brevard County; Miami International Airport; Tampa Housing Authority; the Port of Miami; Port Canaveral – SpaceX; and more.

### **Similar Experience (Federal and Local Municipalities)**

AGS believes that a Key Component for success on this contract will be through the utilization of prior direct and associated experience with contracts of a similar scope and size to the City. Examples include the State of Florida (master contract); City of Austin, TX; City of Arlington, TX; City of Corpus Christi, TX; City of North Las Vegas, NV; City of Los Angeles, CA; City of Rialto, CA; City of Fresno, CA; City of Tucson, AZ; City and County of Honolulu, HI; and more.

### **AGS's Motto: Observe, Take An Action, Report**

These Designations, experience, resources, national reach, and overall know-how are all part of AGS's distinguishing characteristics as a security service provider. We teach all officers who display our badge: Observe, Take An Action, Report. AGS makes this simple addition to a trusted ideal to emphasize the role a security officer undertakes to serve as a mediator and uniformed protector.

### **Our Commitment to the City**

AGS pledges to meet and exceed the standards set forth in this Solicitation by providing security officers of the highest caliber and by ensuring proper operations and protections for the City. Security officers will be trained to use the latest tactics and equipment to ensure the safety of all students, residents, personnel, and visitors. AGS hires only the most competent, qualified, and well-rounded security professionals; those who view security as a calling rather than a job. We never merely hire warm bodies to fill our roles.

### **Authorized Representative**

As the signer of this proposal, I am an official corporate officer of AGS listed on file as an Authorized Representative and signatory. I agree to meet and comply with the requirements as a condition of being awarded this account. In the event you require further information, please contact me at any time. AGS looks forward to the opportunity to demonstrate the value we offer to the City and its stakeholders.

Respectfully,



**Gerald Gregory**  
**Executive Vice President**  
American Guard Services, Inc.  
1125 W. 190<sup>th</sup> Street  
Los Angeles, CA 90248  
Phone: (800) 441-1808  
[jgregory@americanguardservices.com](mailto:jgregory@americanguardservices.com)

*With copy to:*  
**Craig Weissman, CFE**  
**Vice President of Contract Compliance**  
American Guard Services, Inc.  
[cweissman@americanguardservices.com](mailto:cweissman@americanguardservices.com)

## 8. Training Program

a. Describe the current and proposed training program implemented by the Proposer to train its personnel. Note – Please upload a copy of the proposer’s current training manual describing (See section 1.8.4 for additional information) Proposer’s process for providing and conducting training on new and revised procedures, improved or enhanced technology, amended or legislative changes, or changes in or new procedures adopted by the City. The information shall include but not limited to the following elements:

- ii. Training of newly hired security officers
- iii. Orientation of newly hired security officers
- iv. Continuing education/training
- v. In-service training/on the job training
- vi. Training resources
- vii. Training instructors

### Training Plan

AGS’ Training Plan ensures that all officers (incumbent and new hires) are capable of fulfilling the training requirements as outlined by the City including such items as personal appearance, firearms training, literacy, criminal background, professional background, entry requirements, and minimum qualifications. AGS’s overall training will take approximately eight (8) hours in length. We will make standards and expectations known to all employees working for the City, will provide and review written Codes of Conduct, address the City’s concerns (e.g., behavioral, contractual) as they may occur, and will implement corrective procedures for the development of all officers and for better service to the City. All AGS employees are subject to the training methods outlined below:

Type	Timeframe	Description
<b>Initial Training</b>	<b>Before assignment</b>	AGS provides comprehensive pre-assignment training to familiarize officers with the City’s protocols. Training includes but is not limited to the following: <ul style="list-style-type: none"> <li>❖ <b>Legal Aspects</b></li> <li>❖ <b>Emergency Situations</b></li> <li>❖ <b>Observation and Awareness</b></li> <li>❖ <b>Security Breach Procedures</b></li> <li>❖ <b>Reporting Procedures and Writing</b></li> <li>❖ <b>Facility Layout</b></li> <li>❖ <b>Patrol Procedures</b></li> <li>❖ <b>Triple Retention Holsters (armed only)</b></li> </ul>

<b>Site-Specific Training</b>	<b>Before assignment</b>	AGS's orientation and pre-assignment training is designed to ensure that our officers meet all training requirements as requested by the City. AGS ensures the proper training of security officers relating to location, radio communications, layout, special conditions, and their role and responsibility as a City security officer. Officers are subject to further approval from the City to ensure proper staffing as needed.
<b>Training Gap Analysis</b>	<b>Regularly</b>	<p>Training gap analysis ensures that all security officers continually meet AGS and the City's standards. To do this, AGS ensures that all training requested is completed through the proper organizations. However, to expand our access and have greater flexibility in officer training and certification, key AGS members undergo individual certification to supplement areas commonly requested with security officer services. We identify and address security officer training gaps and additional certification requirements such as:</p> <ul style="list-style-type: none"> <li>❖ <b>Cardiopulmonary Resuscitation (CPR)</b></li> <li>❖ <b>Automated External Defibrillator (AED)</b></li> <li>❖ <b>First Aid</b></li> <li>❖ <b>Seclusion and Restraint</b></li> <li>❖ <b>Non-Violent Crisis Prevention training</b></li> <li>❖ <b>Active Shooter training</b></li> <li>❖ <b>Traffic and Crowd control</b></li> <li>❖ <b>Operating and Handling Firearms (armed only)</b></li> <li>❖ <b>Revised Procedures</b></li> <li>❖ <b>Improved or Enhanced Technology</b></li> <li>❖ <b>Amended or Legislative Changes</b></li> <li>❖ <b>Changes In, or New Procedures Adopted by, the City</b></li> </ul>
<b>Annual Retraining and Recertification</b>	<b>As needed</b>	<p>Retraining and recertification will occur as needed for validity and in consideration of task changes. Developmental Training includes, but is not limited to:</p> <ul style="list-style-type: none"> <li>❖ <b>Conflict Management</b></li> <li>❖ <b>Effective Patrol Techniques</b></li> <li>❖ <b>Response Protocol</b></li> <li>❖ <b>Incident Investigation</b></li> <li>❖ <b>Reporting and Apprehension</b></li> </ul>

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## **Training/Certificate Tracking (via Dashboard)**

AGS utilizes **Dashboard** – our proprietary certificate tracking software – to track licenses, certificates, training, and other pertinent documentation for our security personnel.

- ❖ **Contract Compliance Assistance**—Automates scheduling process and ensures contract compliance by only allowing security personnel with valid certification.
- ❖ **Certificate Expiration/Renewal Notifications**—Personnel with certificate(s) that have approaching renewal or expiry dates will receive reminders sixty, thirty, then fifteen days before expiration, as well as on the day of expiration. The system also alerts employees to any upcoming training they must receive, which may include additional or refresher training.
- ❖ **Certificate Availability**—All personnel certification is available to view on the system through their respective website profiles.

Some AGS training can be completed by the individual via email or through personal online courses; more critical training courses will be conducted and overseen by trusted AGS Training Managers, assuring that the officers grasp the complete concepts they are being taught for immediate implementation.

## **Training Resources**

AGS's training will be conducted at our local office (i.e., our office in Miami), or at a similar venue. Due to AGS's excellent resource management we possess stockpiles of equipment at each of our local offices; this cache, combined with our local management and personnel, will ensure proper training for new officers assigned to the City's contract.

## **Training Instructors**

AGS's training instructor for the officers assigned for the City's contract will be William Fives, one of AGS's best and training instructors. Mr. Fives is a veteran trainer and security operations expert. He has overseen Homeland Security based operations, served as USCG certified FSO for multiple major cruise lines and cargo terminals, staffed and trained officers to work in high-traffic and federally regulated locations, and scheduled and maintained professionalism of staff.

## **Training Synopsis**

AGS upholds all contractual standards for training, as well as all federal, state, and/or municipal standards as appropriate. All security officers are tested upon completion of their training and on an ongoing basis through supervisory inspections. Moreover, we implement a variety of drills to optimize AGS's training procedures. Drills ensure staff and administrators are cognizant and aware of all security protocols, consistently able to provide recommendations based on security vulnerabilities during normal operations, emergencies, or crises. AGS always assigns a designated individual to organize and orchestrate a series of planned and unplanned drills.

---

## **AGS Emergency (Business Continuity) Plan**

Our culture is committed to accountability and loyalty. Our responsibility has always been to first understand who would be harmed by a possible disruption, delay, or noncompliant action. We then acknowledge, assess, plan, and investigate the issue. Our executives make a determination from this series of actions; either they are onsite the next day, and/or they craft revisions to training and begin re-training. The response varies depending on the issue—but the review and consideration of any systemic issues are invariant.

*The following components are essential for a Continuity Plan:*

- ❖ Contingency Planning that centers on preventive and proactive strategies with clear (sequenced) recovery procedures.
- ❖ A Contingency Planning Team who will coordinate recovery and recovery statuses.
- ❖ Supplies of any additional equipment needed for the recovery effort to be coordinated through AGS Team Management.
- ❖ Non-critical functions within the company adding to the support effort as needed.
- ❖ Temporary facilities to be prepared with County designees, as needed.
- ❖ Vulnerability Analysis Charts to address possible types of emergencies/incidents and assign their probability, predicted human impact, business impact, and more.

Resuming operations will be a priority, but communicating and providing notifications throughout the resolution process will be equally as important.

### **Continuity of Operations – Four Phases**

Phase I – Readiness and Preparedness.

Phase II – Activation and Relocation: plans, procedures, and schedules to transfer activities, personnel, records, and equipment to alternate facilities are activated.

Phase III – Continuity Operations: full execution of essential operations at alternate operating facilities is commenced.

Phase IV – Reconstitution: operations at alternate facility are terminated and normal operations resume.

We have created a Continuity of Operations Plan (COOP) to provide a method for our clients to continue operations during emergencies and to gradually resume full operations, given the constraints of the emergency or situation affecting normal operations.

Our firm developed its COOP in accordance with Federal Preparedness Circular 65, Federal Executive Branch Continuity of Operations (U.S. Department of Homeland Security 2004). This circular provides guidance to U.S. government agencies in developing COOP contingency plans. As a resource for emergency planning, it provides an effective structure for planning the resumption of essential functions during emergencies that disrupt normal operations.

## Employee Benefit Plan

To help retain high-quality personnel, we offer the following **benefits package**:

**Health, Vision, And Dental Insurance**—We offer all employees a customizable insurance plan for which we will pay a monthly stipend. If the employee adds plan benefits that exceed this stipend, the remainder will be deducted from their pay.



**No-Cost Tailored Uniforms**—We provide all employees with no-cost, tailored uniforms—these are regularly resized as needed to upkeep each guard's professional appearance.



**Merit-Based Cash Bonus Program**—We award exceptional employees through a merit-based cash bonus program. Eligibility is based on attendance and work performance.



In addition to these benefits, we also offer the following **retention incentives**:

**Promote from Within Policy**—Rather than continually fill supervisor positions by hiring from outside, AGS endeavors to promote deserving officers to these positions, thus incentivizing retention and continuously developing our security personnel.



**Personal and Career Development Opportunities**—AGS offers development opportunities to its security personnel by offering webinars, conferences, special training, etc.



**Competitive Pay**—AGS conducts comprehensive wage surveys to ensure our officers are paid the median. This allows us to offer competitive rates and hire based on prior experience and education.



## Wage Survey

To assist in the preparation of a proposed cost, AGS conducts wage surveys to ascertain competitive figures for the officers to be staffed. AGS's competitive wages are part of our approach for success; offering above median compensation ensures commitment and allows for greater retention numbers and value for our clients in the long term. We affix this survey data as it reflects our endeavor to provide high quality security services through utilization of experienced security officers in a market that demands strict and meticulous procedure. AGS conducted the following wage survey consisting of data from job postings on Indeed and Google for armed and unarmed security officers in Broward County, FL. The following graph summarizes our findings; please note that median figures were used when presented with a pay range.

## Armed

new

**Armed Bank Guard - P/T**

Allied Universal 3.1 ★  
Fort Lauderdale, FL 33313

**\$17 an hour** **Part-time**

Additional job details

**Paid weekly**

- Be at least 21 years of age for **armed** roles.
- Provide customer service to our clients by carrying out safety and **security** procedures, site-specific policies and...

Posted 2 days ago

new

**Armed Security Officer (Full-Time)**

Bryant Security  
Dania, FL 33004  
Us1/NW 3 S

**\$18 an hour** **Full-time** **Monday to Friday +2**

Requirements

**Class D Security License** **Class G Security License** **Armed Security: 2 years**

**Easily apply** **Urgently hiring**

- Must have at least 2 years of **armed security** experience or have military or law enforcement experience.
- The majority of your time will be spent indoors.

Active 3 days ago

**Armed Security Officer**

BRIGHT LIGHT SECURITY SERVICES LLC  
Fort Lauderdale, FL 33301 (Downtown area)  
Andrews A/Broward B

**From \$18 an hour** **Full-time +1** **8 hour shift +2**

Our security department is currently looking for a Security Officer to maintain a safe and secure workplace. Security Officer responsibilities include...

Posted 30+ days ago · More...

**Armed Security Officer**

Security Solutions of America 2.6 ★  
Fort Lauderdale, FL

**\$20 an hour**

- We have job openings in the Ft.
- Military and/or Law Enforcement experience preferred, but not required.
- Competitive Pay \$20 per hour.

Posted 11 days ago · More...

## Armed Security Officer

SAVE

**F** FPI Security Services inc  
Pembroke Pines, FL

Apply directly on ZipRecruiter

\$ 14-18 an hour **Full-time** **No degree mentioned**

### Job highlights

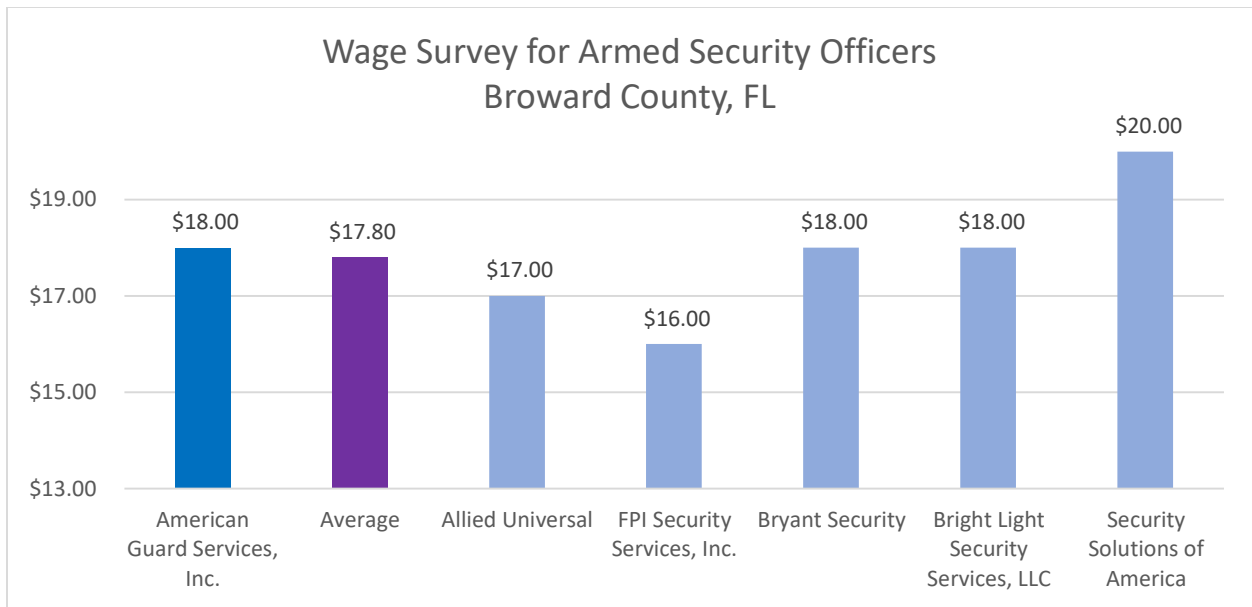
Identified by Google from the original job post

#### Qualifications

- We look for individuals that that enjoy being part of a team
- Security Officer licensed by the State of Florida
- D + G License required

#### Responsibilities

- You will be responsible for detecting any suspicious behavior and preventing vandalism, thefts or other criminal behavior
- Depending on your assignment, you will be tasked with the following duties:
  - Patrol premises regularly to maintain order and establish presence
  - Monitor and authorize entrance of vehicles or people in the property
  - Remove wrongdoers or trespassers from the area
  - Secure all exits, doors and windows after end of operations



Offering a competitive wage assists with recruitment and retention, which then leads to long-term savings. As the average pay for armed security officers in Broward County is \$17.80 per hour, AGS will pay a minimum wage of \$18.00 per hour to recruit and retain highly qualified security professionals. Our combination of above average wages and other benefits ensures a strong value for prospective and incumbent officers. Our approach of consistently using market wages to establish both attractive yet fiscally conservative wages for potential officers and clients makes AGS confident that we will utilize the most qualified security personnel available to execute these services. AGS discloses that no security officer will make less than \$18.00 to ensure that the right applicants are chosen for their acumen relating to the composure, training and practices required for the requests set forth by the City.

Unarmed

**Security Officer (Unarmed) Broward**

FPI Security Services 2.7 ★

Pembroke Pines, FL 33028

📍 Flamingo R/Taft S

💰 \$13 - \$16 an hour 🏢 Full-time +1 🕒 Monday to Friday +7

*Requirements*

D-License Work authorization

➤ Easily apply 🕒 Urgently hiring 👥 Hiring multiple candidates

- Our goal is to provide our clients the highest standards of security.
- FPI Security Services is seeking several security professionals to join our team.\*.

Hiring ongoing

new

**Unarmed Security Officer**

Platinum Group Security Inc. 2.8 ★

Weston, FL

💰 \$15 - \$16 an hour 🏢 Full-time +1 🕒 8 hour shift +1

*Requirements*

Security D License Customer service: 3 years Security: 3 years +1 more

➤ Easily apply ⚡ Responsive employer 🕒 Urgently hiring

👥 Hiring multiple candidates

- Have a valid D-License.
- Have a valid Driver's License.
- Have strong and clear Written/Verbal Communication.
- Occasional reaching with hands and arms, stooping,...

Hiring ongoing

**Unarmed Security Officer**  
 Marksman Security 3.4 ★  
 Fort Lauderdale, FL 33309 +1 location  
 Commercial B/NW 31 A

\$14 - \$16 an hour Full-time Weekend availability

*Additional job details*

Weekend availability Paid time off

➤ Easily apply

- Previous security experience is not required however is a PLUS!
- The ideal candidate will have previous experience in security or customer service fields.

Posted 5 days ago

**Unarmed Security Officer**  
 Metro One Loss Prevention Services Group (Guard... 2.8 ★  
 Hallandale Beach, FL 33009

\$14 - \$18 an hour

- Watch CCTV camera system and notate accurately in a daily activity report.
- Observe, survey, and provide reporting on activity at your assigned location.

Posted 24 days ago · More...

## Security Officer - Retail Unarmed

SAVE



Apply on Adzuna

Apply on Jabilize

6 days ago Full-time No degree mentioned Health insurance Dental insurance

### Job highlights

Identified by Google from the original job post

#### Qualifications

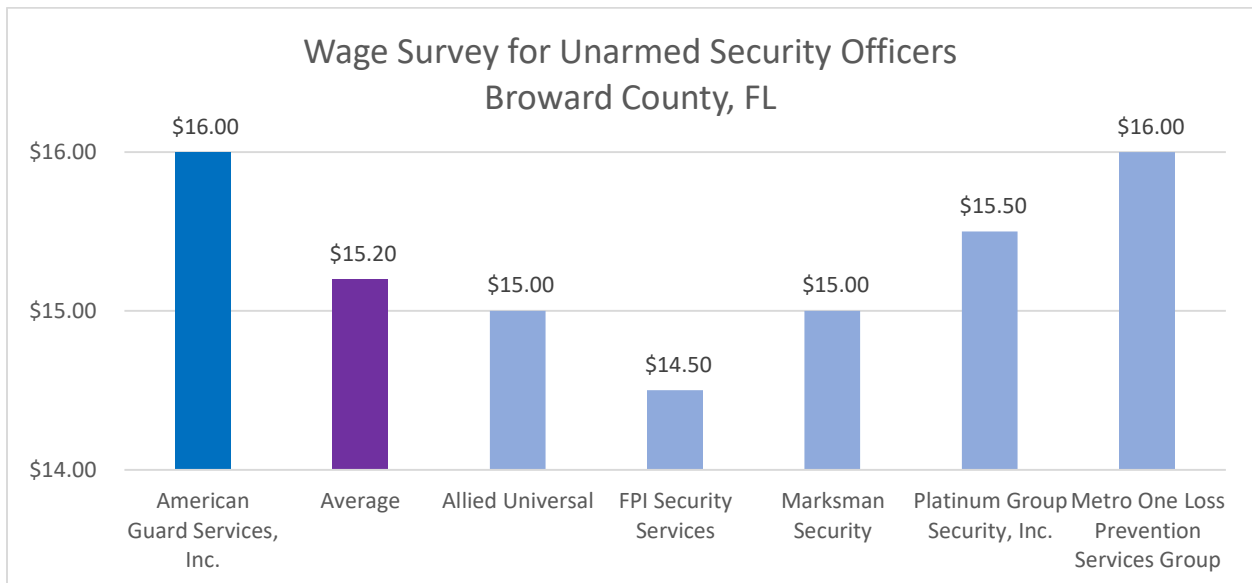
- Be at least 18 years of age for unarmed roles; 21+ years of age for armed roles
- Possess a high school diploma or equivalent, or 5 years of verifiable experience
- As a condition of employment, applicants will be subject to a background investigation in accordance with all federal, state, and local laws
- As a condition of employment, applicants will be subject to a drug screen to the extent permitted by law
- Licensing requirements are subject to state and/or local laws and regulations and may be required prior to employment
- A valid driver's license will be required for driving positions only

#### Responsibilities

- Provide customer service to our clients by carrying out safety and security procedures, site-specific policies and when appropriate, emergency response activities
  - Respond to incidents and critical situations in a calm, problem solving manner
- 2 more items

#### Benefits

- We offer medical, dental and vision coverage, life insurance, 401K, employee assistance programs, company discounts, perks and more for all full-time positions!
  - \$15 / hour
- 7 more items



Offering a competitive wage assists with recruitment and retention, which then leads to long-term savings. As the average pay for unarmed security officers in Broward County is \$15.20 per hour, AGS will pay a minimum wage of \$16.00 per hour to recruit and retain highly qualified security professionals. Our combination of above average wages and other benefits ensures a strong value for prospective and incumbent officers. Our approach of consistently using market wages to establish both attractive yet fiscally conservative wages for potential officers and clients makes AGS confident that we will utilize the most qualified security personnel available to execute these services. AGS discloses that no security officer will make less than \$16.00 to ensure that the right applicants are chosen for their acumen relating to the composure, training and practices required for the requests set forth by the City.

In staffing the highest quality officers and providing quality security services, our proposed rates allow AGS to conduct the proper training and provide exceptional resources that ensure the competence to meet the goals as they have been outlined in our proposal and we hope to have done our best to genuinely express that.

**FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**

**NICOLE "NIKKI" FRIED  
COMMISSIONER**

**DIVISION OF LICENSING**

**01/26/21**  
DATE ISSUED

**03/13/24**  
DATE OF EXPIRATION

**B 9900131**  
LICENSE NUMBER

**AMERICAN GUARD SERVICE, INC**

1015 N. AMERICA WAY

#102

MIAMI, FL 33132

ASSAL, SHERIF M., OWNER

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



*nicole fried*

**NICOLE "NIKKI" FRIED  
COMMISSIONER**

## 1.8.5 Optional Documentation

AGS does not claim any trade secrets and has not included any financial statements with our proposal. Please see the attached for the Commendation Letter from Hillsborough Area Regional Transit, and please see below for a selection of additional information concerning our equipment and technologies to be utilized for the City's contract.

### 3. Additional Information

a. Please provide any additional information that you deem necessary to complete your proposal in this section if it has not been requested in another section.

## Vehicles



We will utilize brand-new, domestic vehicles to execute the City's contract. As we have a contract with Ford, Chevrolet, and Toyota, acquiring these vehicles will be quick and efficient. While we currently have over 300 vehicles in our fleet, these vehicles will only be used as "back-up" for the City's contract, and only vehicles that meet the City's specifications will be utilized. All vehicles are regularly serviced and inspected to ensure safety and performance. They are also customizable for the City's needs so they may bear whatever words or symbols may be requested.

## Real-Time Vehicle Supervision/Monitoring (Samsara)

We utilize **Samsara Fleet Management** to track and log the locations of our fleet vehicles. Features include the following:

**Increased Accountability and Comprehensive Monitoring**—Supervisors can track officers through web-based maps and reports.



**Record Uploading and Tracking**—Samsara will automatically upload footage of accidents, hard braking, distracted driving, and other events of interest.

**Samsara CM22 Camera**—A high-definition, Internet-enabled dashboard camera, with two dual-facing cameras that simultaneously capture the driver and the road.

- ❖ Automatically uploads footage of harsh driving events, and retrievable on-demand
- ❖ Audio speaker for voice-based safety coaching
- ❖ Cloud-based reporting, accident reconstruction, and driver safety scorecards
- ❖ Easy to install—no hard-wiring into vehicle required

### **VB400 Motorola Body Cameras**

AGS also provides an optional method of accountability for security officers on assignment for the City – **VB400 Motorola Body Cameras**, which are among the most advanced devices in the body camera industry. These cameras will allow our officers to record incidents as they occur. These cameras are police-issued devices, meaning that they will be active throughout the entirety of every patrol. This further ensures that no officer tampers with recording capabilities and that all actions recorded are immediately sent to City and AGS supervisory teams.

## **VB-400**



### **Cloud Storage**

Video footage is automatically stored in cloud storage upon recording. Cloud storage also ensures that if a camera is broken, stolen, or otherwise dysfunctional, video footage is preserved.

### **Report Accuracy**

Relying solely on memory and eyewitness accounts can result in a vague and inaccurate report of an incident, whereas incorporating body camera footage into reports can drastically increase accuracy.

### **Incident Minimization**

The simple act of carrying a bodycam, or similar device, aids in the prevention of unwanted activity and helps hinder deviant activity.

### Crystal-Clear Audio and Video

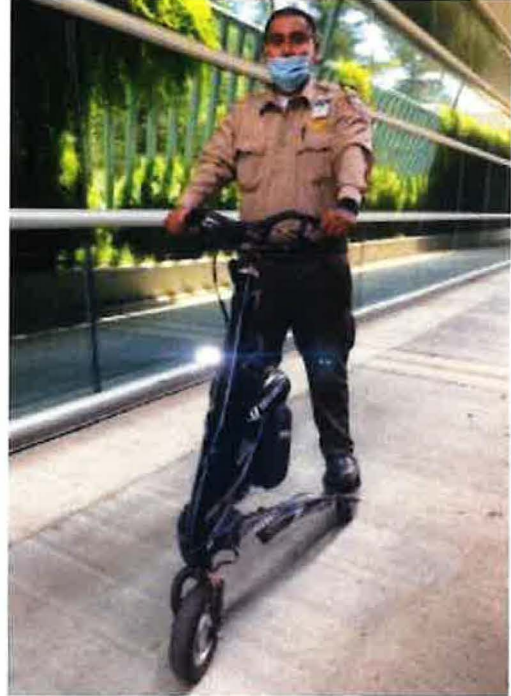
Videos are recorded in full 1080p with a dual microphone to ensure all incidents and events are captured accurately.

### Golf Carts

Upon request, AGS can provide officers with a four (4) seat or larger, street legal, golf cart style vehicle to be utilized on mobile patrols for the City's sites. We always ensure that our golf carts are regularly maintained and fully operational at all times; a decal bearing the AGS logo will also be displayed on the front of the cart to denote ownership.



**Above:** AGS golf cart.



**Above:** AGS security officer riding a Trikke.

### Improved Patrol Mobility (via Trikkes)

For more efficient ambulatory patrols, AGS utilizes electric **Trikkes** which grant patrolling officers increased mobility and a greater degree of vision.

**Electricity-Powered**—Trikkes are powered by electricity, reducing CO2 emissions. Trikkes also have a rechargeable battery.

**Increased Mobility**—When compared to a walking foot patrol, Trikkes can move patrolling officers around faster and require less energy on the officers' part, allowing patrols to last longer and cover more ground.

**Greater Degree of Vision**—Trikkes elevate patrolling officers from the ground, granting them a higher line of sight which offers a greater degree of vision.

**Indoor and Outdoor Use**—Trikkes are suited for both indoor and outdoor use.

**Hillsborough Transit Authority**

1201 E. 7th Avenue • Tampa, Florida 33605  
(813) 384-6600 • fax (813) 384-6284 • www.goHART.org

**TO: AMERICAN GUARD SERVICES**

**FROM: SAFETY & SECURITY DEPARTMENT**

**DATE: FEBRUARY 3, 2023**

**RE: ACCOUNT MANAGER – ANTHONY CONDE**

---

Good morning,

I would like to commend and applaud the AGS leadership team for hiring Anthony Conde on November 2022. Since his arrival, Anthony has been a pleasure to work with and to have him on board. He was able to take a new contract situation and in a short period of time completely turn it into a functioning well-oiled machine that's providing very good security service for HART.

His calm and cool demeanor and level headed decision making has made the transition a smooth process and infectious to all who come into contact with him on a daily basis. The feedback received from his officers is positive and the morale is at an all-time high, conflicts are quickly handled and dispelled and problems are solved.

I am encouraged by his professionalism and his ability to meet our needs while also managing his staff. We look forward to future projects in terms of safety & security

Respectfully submitted by  
Safety & Security Department

A handwritten signature in blue ink, appearing to read "Richard Campbell", written over a horizontal line.

Richard Campbell  
Interim Safety Officer

A handwritten signature in black ink, appearing to read "Robert Dorsey", written over a horizontal line.

Robert Dorsey  
Manager of Safety & Security

A handwritten signature in black ink, appearing to read "Tonny Asin", written over a horizontal line.

Tonny Asin  
Security Coordinator

Security Guard Services • Stakeholder Communication • Rapid Response • Guard Location Tracking

---

## **Additional Attachments**

Please see the attached.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/27/2022

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

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

<b>PRODUCER</b> El Dorado Insurance Agency, Inc. El Dorado Sec Svcs Ins Agy 3673 Westcenter Drive Houston TX 77042	<b>CONTACT NAME:</b> Lindsey Paparello <b>PHONE (A/C, No, Ext):</b> (713) 521-9251 <b>FAX (A/C, No):</b> (713) 521-0125 <b>E-MAIL ADDRESS:</b> lpaparello@eldoradoinsurance.com														
<b>INSURED</b> American Guard Services, Inc.  1125 W. 190th Street Los Angeles CA 90248	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER B: National Union Fire Ins Co Pittsburgh PA</td> <td>19445</td> </tr> <tr> <td>INSURER C: Navigators Insurance Company</td> <td>36056</td> </tr> <tr> <td>INSURER D: Sunz Insurance Company</td> <td>34762</td> </tr> <tr> <td>INSURER E: Hartford Fire Insurance Co.</td> <td>19682</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lexington Insurance Company	19437	INSURER B: National Union Fire Ins Co Pittsburgh PA	19445	INSURER C: Navigators Insurance Company	36056	INSURER D: Sunz Insurance Company	34762	INSURER E: Hartford Fire Insurance Co.	19682	INSURER F:	
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INSURER E: Hartford Fire Insurance Co.	19682														
INSURER F:															

**COVERAGES**      **CERTIFICATE NUMBER: AGS CERTS (01.22)**      **REVISION NUMBER:**

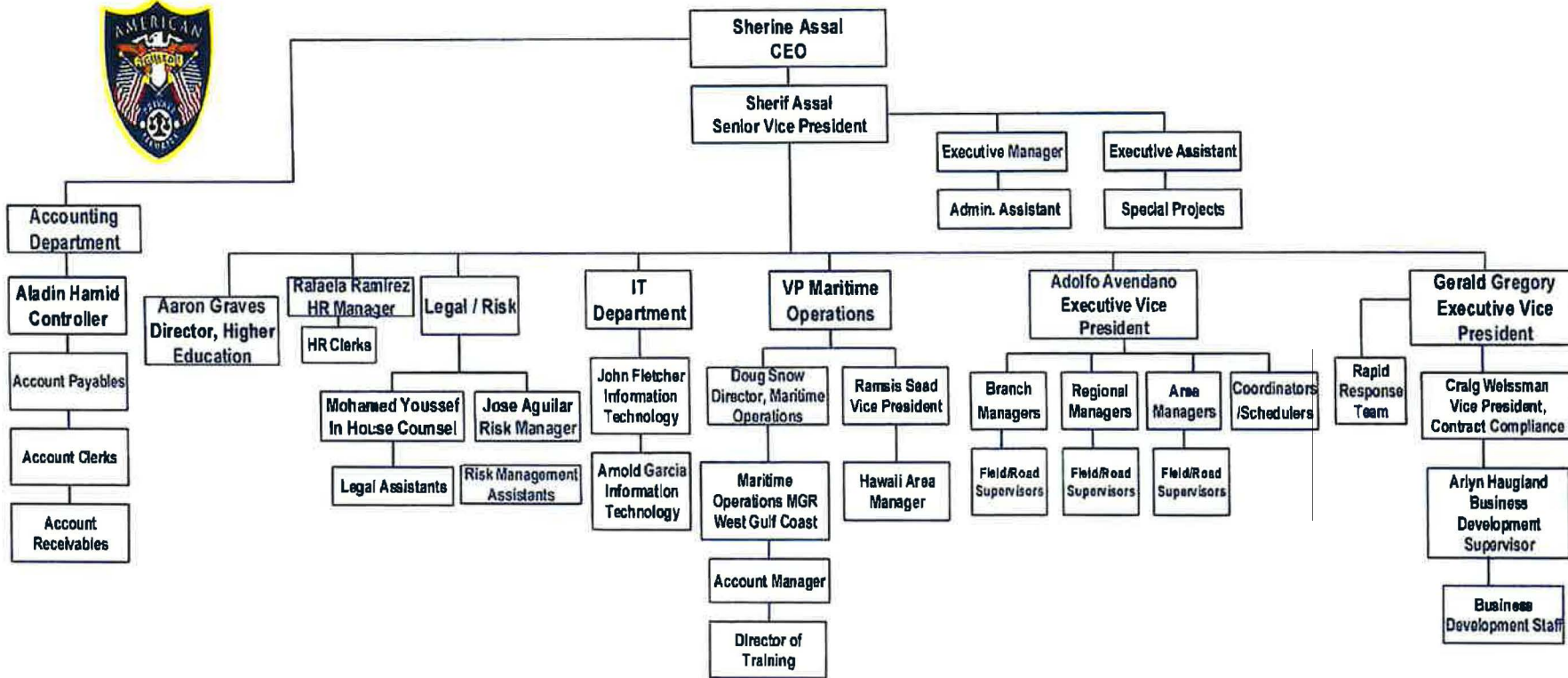
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Errors &amp; Omissions</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			080878076	11/19/2022	11/19/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			019321961	11/19/2022	11/19/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			HO22EXCZ0CNBHC (5M X 2)	11/19/2022	11/19/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC100-00161-023	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<b>1st &amp; 3rd Party Crime</b>			13BDDIT8512	11/24/2022	11/24/2023	Aggregate 2,000,000

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

<b>CERTIFICATE HOLDER</b>  Evidence of Insurance	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  R.L. Ring, Jr./JL03
--	---

# AMERICAN GUARD SERVICES, INC.





ZURICH North America Surety  
2000 Market Street, Suite 1100  
Philadelphia, PA 19103

Phone: (610)-727-5642  
Fax : (610)-640-9410

To whom it may concern:

Zurich American Insurance Company and/or its subsidiary, Fidelity and Deposit Company of Maryland, are prepared to provide surety credit to American Guard Services, Inc. for single projects of \$6 million and an aggregate uncompleted backlog of \$25 Million. Zurich/F&D is rated "A" (Excellent) with a financial size category of XV (\$2 billion +) by AM Best and has a US Treasury Limit exceeding \$700 million.

If American Guard Services, Inc. is awarded a contract and requests that we provide the necessary Performance and/or Payment Bonds, we will be prepared to execute the bonds subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

Our consideration and issuance of bonds is a matter solely between American Guard Services, Inc. and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact me.

Sincerely,  
Michael Matyjasik, Account Executive  
Zurich American Insurance Company  
Fidelity and Deposit Company of Maryland

*A member of the  Zurich Financial Services Group*



**Constance Butts:**

**CAC Acceptance Corporation finances insurance policies for American Guard Services (AGS). With revenue of over \$100 million, AGS has significant insurance needs and respective premiums. We have been financing AGS's insurance policies for over a decade. We finance all of their policies including worker's compensation, automobile, general liabilities, and a large umbrella policy.**

**AGS has maintained an excellent credit rating as they always timely pay their premiums. Specifically, our records indicate they have always paid timely, and there have been no 30-day late payments in the last 12 months, and no 30-day late payments in the last 24 months.**

**If you have any additional questions regarding their credit rating, please let me know.**

**Sincerely,**

**Andy Ring  
Vice President**

**Tel: 713.524.1691 or 888.422.7755  
3673 Westcenter Dr Houston, TX 77042  
[info@cacacceptancecorp.com](mailto:info@cacacceptancecorp.com)  
[www.cacacceptanccorp.com](http://www.cacacceptanccorp.com)**









AMERICAN GUARD SERVICES, INC.

# INCIDENT REPORT

IR# 

Incident Day/Date		Incident Time (24 hrs.)	
Type of Incident			
Location of Incident			
<b>PRIMARY INVOLVED PARTY</b>			
<input type="checkbox"/> Suspect	<input type="checkbox"/> Victim	<input type="checkbox"/> Witness	<input type="checkbox"/> Guest <input type="checkbox"/> Employee
Name (Last, First, Middle)			
DOB	Race	Sex	Age Weight Height
Address			
City	State	Zip	
Home Phone	Alt. Phone		
ID Document / #	State/Country		
Employee's Shift started at (injury report only)	Dept.	Title	
Guest Room #	CI/CO Date	Function/Event	
<b>VEHICLE INVOLVED</b>			
Make	Model	License	State
Year	Body Style	Color	
Additional Description/Distinctive Equipment			
<b>OTHER INVOLVED PARTY</b>			
<input type="checkbox"/> Suspect	<input type="checkbox"/> Victim	<input type="checkbox"/> Witness	<input type="checkbox"/> Guest <input type="checkbox"/> Employee
Name (Last, First, Middle)			
DOB	Race	Sex	Age Dept.
Address			
City	State	Zip	
Home Phone	Alt. Phone		
ID Document / #	State/Country		
<b>MISSING PROPERTY</b>			
Item	Qty.	Article Description, Brand, Model	Serial # Value \$
<b>PRELIMINARY INVESTIGATION FACTORS</b>			
Physical Evidence	Area Checked	Injury / First Aid	Guest contacted
Photographs taken	Assault	Refused Medical Aid	Lock Interrogation
Diagram	Illegal Substances	Paramedics called	86 List
Intoxication	Firearm	Police / Fire on Property	Follow-up needed
Reporting Officer	Serial #	Date/Time Report Was Taken	
Signature			
DISTRIBUTION	General Manager	Human Resources	Other





# American Guard Services, Inc.

## Quality Control

Supervisor Inspection Report				Supervisor				Day:	Date:	Shift:																		
Ending Mileage		[ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]		Officer (s) on Duty (Print)	(A) Armed (U) Unarmed	Security Officer Review Rate 1-4				Security Officer Signature	Site Examination				Client Signature Comments													
Starting Mileage		[ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]				Uniform	Grooming	Demeanor	Handbook		Log Entries	Report	Knowledge	Performance		Training Conducted	Inspection	I.D. Card	Badge #	Log Book	Post Orders	D.A.R	Incident Report	Facilities	Safety Hazards	Supplies	Client MTG	Report Attached
Total Mileage		[ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]				Report	Knowledge	Performance	Training Conducted		Inspection	I.D. Card	Badge #	Log Book		Post Orders	D.A.R	Incident Report	Facilities	Safety Hazards	Supplies	Client MTG	Report Attached	Client Signature	Comments			
Vehicle Damage? <input type="checkbox"/> Yes <input type="checkbox"/> No		If yes, Explain on an incident report				Report	Knowledge	Performance	Training Conducted		Inspection	I.D. Card	Badge #	Log Book		Post Orders	D.A.R	Incident Report	Facilities	Safety Hazards	Supplies	Client MTG	Report Attached	Client Signature	Comments			
Job Site		Time																										
		In Out																										
1																												
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16																												
17																												

1 Poor  
3 Good  
2 Satisfactory  
4 Excellent  
Use Reverse for Explanation

Certify that the facts stated in this report are true: \_\_\_\_\_







City of Pembroke Pines

(OFFICE USE ONLY) Vendor # \_\_\_\_\_

## VENDOR INFORMATION FORM

MAIN CONTACT INFORMATION			
Company Name (Legal Name as filed with IRS)	<u>American Guard Services, Inc.</u>		
Doing Business As (DBA)			
Primary Business Address	<u>1125 W 190<sup>th</sup> Street</u>		
	City:	<u>Los Angeles</u>	
	State:	<u>California</u>	Zip: <u>90248</u>
	Country:	<u>United States</u>	
Remit To Address	<u>Same as "Primary Business Address"</u>		
	City:		
	State:		Zip: <u></u>
	Country:		
Order From Address	<u>Same as "Primary Business Address"</u>		
	City:		
	State:		Zip: <u></u>
	Country:		
Foreign Entity (Yes/No)	<u>Yes</u>		
Telephone Number	<u>(800) 441-1808</u>		
Primary Company E-mail	<u>igregory@americanguardservices.com</u>		
Fax	<u>(424) 421-7123</u>		
Website	<u><a href="http://www.americanguardservices.com">www.americanguardservices.com</a></u>		
DUNS	<u>00-512-2853</u>		
Independent Contractor (Yes/No)	<u>Yes</u>		
Identification Number	SSN:		FID: <u>95-4654353</u>

GENERAL PAYMENT TERMS		
<b>Discount Percent</b> Defines the discount percentage the vendor extends to your organization.	<b>Days to Discount</b> Number of days which payment must be received to claim the discount percent.	<b>Days to Net</b> Number of days that the vendor allows before requiring net payment.
<b>One Percent (1%)</b>	<b>Ten (10) Days</b>	<b>Thirty (30) Days</b>

CONTACT INFORMATION			
Contact Name (First & Last Name)	<u>Gerald A. Gregory</u>		
Description/Title/Position	<u>Executive Vice President</u>		
Phone (Voice)	<u>(800) 441-1808</u>		
Phone (Text)	<u>(347) 703-9615</u>	Opt In (Y/N):	<u>NO</u>
Fax	<u>(424) 421-7123</u>		
E-mail	<u>igregory@americanguardservices.com</u>		

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

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

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**American Guard Services, Inc.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**1125 W 190th Street**

6 City, state, and ZIP code  
**Los Angeles, CA 90248**

7 List account number(s) here (optional)

Requester's name and address (optional)

#### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

**Employer identification number**

9	5	-	4	6	5	4	3	5	3
---	---	---	---	---	---	---	---	---	---

#### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ *Noah Golub*

Date **02/21/2023**

#### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



City of Pembroke Pines

(OFFICE USE ONLY) Vendor # \_\_\_\_\_

### COMPANY PROFILE FORM

Please provide the following information so that the City could better get to know your company's background.

MAIN CONTACT INFORMATION			
Company Name (Legal Name as filed with IRS)	<u>American Guard Services, Inc.</u>		
Doing Business As (DBA)			
Primary Business Address	<u>1125 W 190<sup>th</sup> Street</u>		
	City:	<u>Los Angeles</u>	
State:	<u>California</u>	Zip:	<u>90248</u>
Country:	<u>United States</u>		

Organization Background	
Please state the year that you company started its business	<u>1997</u>
Please state the year that your company started providing service under your current business name	<u>1997</u>
What State is your Company Registered In?	<u>Nationwide</u>

Professional License Information		
License Type	License Number	Expiration
Florida Class B Security Agency License	<u>B9900131</u>	<u>03/13/2024</u>

*Please list any applicable professional licenses required to perform the services your company offers.*

Please Provide a Summary of your Company and What Services you provide
<p>Founded in 1997, AGS is a woman-owned S corporation equipped with licenses, resources, personnel, and offices nationwide. Our services and deliverables include the provision of unarmed and armed security officers, security operations center personnel, mobile and foot patrols, surveillance solutions, loss prevention, event security, risk management, and more. Our company has grown organically over the last quarter century due in part to our exceptional quality of staff, security services, and expanding capabilities. AGS holds current and completed contracts for seaports, airports, housing authorities, municipalities, counties, states, critical infrastructure facilities, transit facilities, and K-12 and higher education institutions.</p>



*City of Pembroke Pines*

**(OFFICE USE ONLY)** Vendor # \_\_\_\_\_

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City of Pembroke Pines

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

1. This sworn statement is submitted American Guard Services, Inc.  
(name of entity submitting sworn statement) whose business address is  
1125 W 190th Street, Los Angeles, CA 90248  
and (if applicable) its Federal Employer Identification Number (FEIN) is  
95-4654353. (If the entity has no FEIN, include the Social Security  
Number of the individual signing this sworn statement: \_\_\_\_\_.)
2. My name is Gerald A. Gregory and my  
(Please print name of individual signing)  
relationship to the entity named above is Executive Vice President.
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime: or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a



City of Pembroke Pines

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

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**
- A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**
- B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**
- B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**
- B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Gerald A. Gregory  
Bidder's Name/Signature

American Guard Services, Inc.  
Company

02/21/2023  
Date



City of Pembroke Pines

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

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

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

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

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

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

### SECTION 1 DEFINITIONS

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



*City of Pembroke Pines*

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least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

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

**SECTION 2 CERTIFICATION OF CONTRACTOR**

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

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



City of Pembroke Pines

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3. The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;

4. The Contractor is a governmental agency;

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

COMPANY NAME: American Guard Services, Inc.

AUTHORIZED OFFICER NAME / SIGNATURE: Gerald A. Gregory

A handwritten signature in blue ink, appearing to read "Gerald A. Gregory", written over the signature line.



City of Pembroke Pines

**VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM**

**SECTION 1 GENERAL TERM**

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

**IDENTICAL TIE BIDS** - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

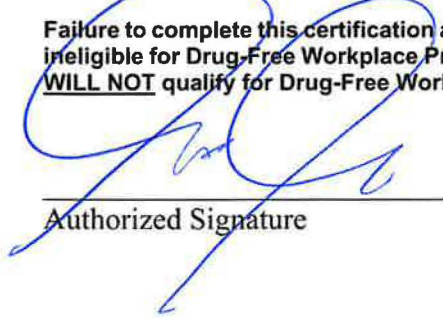
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about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

**SECTION 2 AFFIRMATION**

Place a check mark here only if affirming bidder **complies fully** with the above requirements for a Drug-Free Workplace.

Place a check mark here only if affirming bidder **does not** meet the requirements for a Drug-Free Workplace.

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

  
\_\_\_\_\_  
Authorized Signature

Gerald A. Gregory  
\_\_\_\_\_  
Authorized Signer Name

American Guard Services, Inc.  
\_\_\_\_\_  
Company Name



City of Pembroke Pines

**SCRUTINIZED COMPANY CERTIFICATION  
PURSUANT TO FLORIDA STATUTE § 287.135.**

I, Gerald A. Gregory, on behalf of American Guard Services, Inc.  
Print Name and Title Company Name

certify that American Guard Services, Inc. :  
Company Name

1. Does not participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

American Guard Services, Inc.  
Company Name

Gerald A. Gregory  
Print Name / Signature

Executive Vice President  
Title



City of Pembroke Pines

**E-VERIFY SYSTEM CERTIFICATION STATEMENT  
(UNDER SECTION 448.095, FLORIDA STATUTES)**

1. Definitions:

- a. **“Contractor”** means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.
- b. **“Subcontractor”** means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- c. **“E-Verify system”** means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
- c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility,” as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

- a. If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
- b. If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

American Guard Services, Inc.

COMPANY NAME: \_\_\_\_\_

Gerald A. Gregory

PRINTED NAME / AUTHORIZED SIGNATURE: \_\_\_\_\_



City of Pembroke Pines

## VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

### SECTION 1 GENERAL TERM

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

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

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

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

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

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

#### COMPARISON OF QUALIFICATIONS

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

### SECTION 2 AFFIRMATION

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

- Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business. In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.
- Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

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

COMPANY NAME: American Guard Services, Inc

PRINTED NAME / AUTHORIZED SIGNATURE: Gerald A. Gregory

**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

**VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023****DBA:** AMERICAN GUARD SERVICES INC  
**Business Name:****Receipt #:** 377-324631  
**Business Type:** OFFICE/SALES/BUSINESS/ADMIN  
(ADMINISTRATIVE OFFICE.)**Owner Name:** SHERIF ASSAL  
**Business Location:** 5555 N NOB HILL RD  
SUNRISE  
**Business Phone:** 757-394-8784**Business Opened:** 10/01/1997  
**State/County/Cert/Reg:**  
**Exemption Code:****Rooms                      Seats                      Employees                      Machines                      Professionals**

For Vending Business Only						
Tax Amount	Number of Machines:			Vending Type:		
	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
45.00	0.00	0.00	0.00	0.00	0.00	45.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS****THIS BECOMES A TAX RECEIPT****WHEN VALIDATED**

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

**Mailing Address:**AMERICAN GUARD SERVICES INC  
1125 W 190TH ST  
GARDENA, CA 90248-4303**Receipt #** WWW-21-00236786  
**Paid** 07/11/2022 45.00**2022 - 2023****BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

**VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023****DBA:** AMERICAN GUARD SERVICES INC  
**Business Name:****Receipt #:** 377-324631  
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(ADMINISTRATIVE OFFICE.)**Owner Name:** SHERIF ASSAL  
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**Business Phone:** 757-394-8784**Business Opened:** 10/01/1997  
**State/County/Cert/Reg:**  
**Exemption Code:****Rooms                      Seats                      Employees                      Machines                      Professionals**

Signature	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
45.00	0.00	0.00	0.00	0.00	0.00	45.00

**Receipt #** WWW-21-00236786  
**Paid** 07/11/2022 45.00



City of Pembroke Pines

**LOCAL VENDOR PREFERENCE CERTIFICATION**

**SECTION 1 GENERAL TERM**

**LOCAL PREFERENCE**

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

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

**OR;**

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

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

**COMPARISON OF QUALIFICATIONS**

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

**SECTION 2 AFFIRMATION**

**LOCAL PREFERENCE CERTIFICATION:**

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

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

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

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

COMPANY NAME: American Guard Services, Inc.

PRINTED NAME / AUTHORIZED SIGNATURE: Gerald A. Gregory

**FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**

**NICOLE "NIKKI" FRIED  
COMMISSIONER**

**DIVISION OF LICENSING**

**01/26/21**  
DATE ISSUED

**03/13/24**  
DATE OF EXPIRATION

**B 9900131**  
LICENSE NUMBER

**AMERICAN GUARD SERVICE, INC**

1015 N. AMERICA WAY

#102

MIAMI, FL 33132

ASSAL, SHERIF M., OWNER

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



*nicole fried*

**NICOLE "NIKKI" FRIED  
COMMISSIONER**

# *State of Florida*

## *Department of State*

I certify from the records of this office that AMERICAN GUARD SERVICES, INC. is a California corporation authorized to transact business in the State of Florida, qualified on September 20, 2002.

The document number of this corporation is F02000004808.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on April 22, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Sixth day of January, 2023*



  
*Secretary of State*

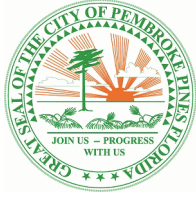
**Tracking Number: 7258667552CU**

**To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.**

**<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>**

**Agreement for the Provision of Security Guard Services**  
**Exhibit "C" - Location Numbers, Properties, Schedules, Types of Security**

<b>Location Number</b>	<b>Property Name</b>	<b>Property Address</b>	<b>Schedule</b>	<b>Type of Security</b>	<b>Estimated Hours per Week</b>	<b>Estimated Hours per Year</b>
1	Academic Village (Pool & Water Tank)	17189 Sheridan Street, Pembroke Pines, FL 33331	7:00 p.m. - 7:00 a.m. Mon - Fri 24 hours per day Sat & Sun	1 Unarmed Officer	108	5,616
2	Storage Lot	10801 Pembroke Road, Pembroke Pines, FL 33025	7:00 p.m. - 7:00 a.m. 7 days per week	1 Unarmed Officer with a Marked/Lighted Golf Cart	84	4,368
3	Pines Place Guardhouse	8210 Florida Drive, Pembroke Pines, FL 33025	24 hours per day 7 days per week	1 Unarmed Officer	84	8,736
4	Howard C. Forman, Human Services Campus (entire campus property)	8300 S. Palm Drive, Pembroke Pines, FL 33025	7:00 p.m. - 7:00 a.m. 7 days per week	1 Unarmed Officer with a Marked/Lighted Patrol Vehicle	46	4,368
5	Utilities Customer Service	8300 S. Palm Drive, Pembroke Pines, FL 33025	6:30 a.m. - 6:00 p.m. Mon - Thu	1 Armed Officer	168	2,392
6	City Hall	601 City Center Way, Pembroke Pines, FL 33025	7:00 a.m. - 6:30 p.m. Mon - Thu	City Center Armed Security Officer	46	2,392
7	Central Early Development Center ("EDC") (Summer Session)	12200 Sheridan Street, Building P, Pembroke Pines, FL 33026	6:30 a.m. - 6:30 p.m. Mon - Fri	Class G Armed Security Officer with Guardian Program Training	60	540
8	West Early Development Center ("EDC") (Summer Session)	1600 SW 184 Avenue, Pembroke Pines, FL 33029	6:30 a.m. - 6:30 p.m. Mon - Fri	Class G Armed Security Officer with Guardian Program Training	60	540
				<b>TOTALS:</b>	<b>656</b>	<b>28,952</b>
Properties, schedules, and type of security for the performance of services may be amended from time to time, on an as-needed basis, at the sole discretion of the CITY.						
Services at a given location number shall be provided by a single CONTRACTOR.						



# City of Pembroke Pines, FL

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

## Agenda Request Form

**Agenda Number: 15.**

**File ID:** 23-0500

**Type:** Bid

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 06/21/2023

**Short Title:** Award of TS-22-13 "Security Guard Services"

**Final Action:** 08/16/2023

**Title:** MOTION TO APPROVE THE FINDINGS AND RECOMMENDATION OF THE EVALUATION COMMITTEE AND TO AWARD TS-22-13 "SECURITY GUARD SERVICES" TO FPI SECURITY SERVICES AS THE PRIMARY CONTRACTOR, AMERICAN GUARD SERVICES, INC. AS THE SECONDARY CONTRACTOR, AND UNIVERSAL PROTECTION SERVICE, LLC. AS THE TERTIARY CONTRACTOR, IN AN AMOUNT NOT TO EXCEED \$4,290,195.10 WHICH INCLUDES A 10% OWNER'S CONTINGENCY IN THE AMOUNT OF \$390,017.74, FOR AN INITIAL THREE (3) YEAR PERIOD.

**\*Agenda Date:** 08/16/2023

**Agenda Number:** 15.

### Internal Notes:

**Attachments:** 1. TS-22-13 Bid Tabulation, 2. 06-01-2023 Meeting Minutes, 3. Summary Ranking and Score Sheets, 4. FPI - Security Guard Services Agreement, 5. American Guard Services - Security Guard Services Agreement, 6. Universal Protection - Security Guard Services Agreement, 7. Exhibit A - Security Guard Services RFP # TS-22-13, 8. Exhibit B - FPI Security Services - Bid Submittal, 9. Exhibit B - American Guard Services, Inc - Bid Submittal, 10. Exhibit B - Universal Protection Service, LLC - Bid Submittal, 11. Exhibit C - Locations, Properties, Schedules, Types of Security.pdf

### Related Files:

1	City Commission	08/16/2023	approve	Pass
	<b>Action Text:</b>	A motion was made to approve on the Consent Agenda		
		Aye: - 4	Vice Mayor Siple, Commissioner Schwartz, Commissioner Good Jr., and Commissioner Castillo	
		Nay: - 0		
		Absent: - 1	Mayor Ortis	

### SUMMARY EXPLANATION AND BACKGROUND:

1. On February 1, 2023, the City Commission authorized the advertisement of TS-22-13 "Security Guard Services", which was advertised on February 7, 2023.

**Agenda Request Form Continued (23-0500)**

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2. The purpose of this solicitation is to ensure the highest level of security at each facility where services are provided. The contractor shall provide adequate number of personnel to provide the services stipulated at the designated locations and hours.

3. On March 14, 2023, the City opened ten (10) proposals from the following vendors, listed in order of lowest to highest proposed annual cost, not including contingency:

<b>Vendor Name</b>	<b>Annual Cost</b>
US Alliance Management	\$ 769,143.60
ATA Guard Security Provider	\$ 858,441.60
Blue Shield Security Protection, Inc.	\$ 860,588.00
Consumer Investigations	\$ 917,366.56
Strategic Security Corp.	\$ 928,304.72
FPI Security Services	\$ 946,215.60
American Guard Services, Inc.	\$1,021,168.40
First Class Security Academy & Services	\$1,039,215.60
Shergroup USA, LLC.	\$1,233,972.80
Universal Protection Service, LLC.	\$1,300,059.12

4. On June 1, 2023, the City convened an evaluation committee to evaluate the qualifications of the proposers based on the weighted criteria provided for in the RFP documents and listed below:

- Project Cost (25%)
- Experience and Ability (25%)
- Previous Experience / References Form (15%)
- Firm's Understanding and Approach to the Work (30%)
- Local Vendor Preference/Veteran Owned Small Business Preference (5%)

5. At the June 1, 2023 meeting, a motion was made by the committee which passed unanimously to deem the following firms non-responsive for the following reasons:

- US Alliance Management and First Class Security Academy & Services did not submit a price proposal for the golf cart or the patrol vehicle;
- Blue Shield Security and Protection Inc. and Consumer Investigations dba Protection Bureau did not submit a burden rate;
- ATA Guard Security Provider, LLC. did not answer the questionnaires for Experience and Ability, Previous Experience, References Form, and Firm's Understanding & Approach.

6. As a result, the evaluation committee ranked the remaining vendors as shown below:

<b>Rank</b>	<b>Vendor Name</b>
1	FPI Security Services
2	American Guard Services, Inc.
3	Universal Protection Service, LLC.
4	Strategic Security Corp.
5	Shergroup USA, LLC.

Agenda Request Form Continued (23-0500)

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7. Based on the scoring results, the evaluation committee unanimously approved a motion to recommend the City Commission to award RFP # TS-22-13 "Security Guard Services" to FPI Security Services as a primary vendor, American Guard Services, Inc. as a secondary vendor, and Universal Protection Service, LLC. as a tertiary vendor to ensure that the city has coverage during the term of the contract.

8. FPI Security Services, American Guard Services, Inc., and Universal Protection Service, LLC have completed the Equal Benefits Certification Form, and have all stated that the "Contractor currently complies with the requirements of this section."

9. Staff is requesting to add a 10% contingency to the total amount for any additional services that may be needed during the term of the agreement.

10. Request Commission to approve the findings and recommendation of the evaluation committee and to award RFP # TS-22-13 "Security Guard Services" to FPI Security Services as the primary vendor, American Guard Services, Inc. as the secondary vendor, and Universal Protection Service, LLC. as the tertiary vendor in an amount not to exceed \$4,290,195.10 which includes a 10% owner's contingency in the amount of \$390,017.74, for an initial (3) year period.

**FINANCIAL IMPACT DETAIL:**

**a) Initial Cost:** \$946,215.60 annually, utilizing FPI Security Services as the primary vendor. The amount not to exceed \$4,290,195.10 represents the three-year total of utilizing the tertiary vendor's (Universal Protection Service, LLC.) estimated annual amount of \$1,300,059.12 plus a 10% owner's contingency in the amount of \$130,005.91, for a total annual amount of \$1,430,065.03. However, the secondary and tertiary vendors would only be utilized in the event that the primary contractor cannot provide the requested services.

**b) Amount budgeted for this item in Account No:** The pro-rated funds needed for the remainder of the fiscal year are currently available in the budget for this project in the following accounts:

**Coding**

001-569-5002-534990-0000-000-0000-00209  
 001-554-8002-534990-0000-000-0000-00603  
 001-519-6008-534990-0000-000-0000  
 001-519-6001-534990-0000-000-0000-00345  
 001-572-7001-534990-0000-000-0000  
 471-535-6022-534990-0000-000-0000  
 471-536-6010-534990-0000-000-0000-00510  
 001-569-5002-534990-0000-000-0000-00208

**Grand Total**

**c) Source of funding for difference, if not fully budgeted:** No Applicable

**d) 5 year projection of the operational cost of the project:** Annual costs are estimated between \$946,215.60 to \$1,300,059.12, not including a 10% Contingency. Below are the amounts not to exceed for the 3 year period:

Agenda Request Form Continued (23-0500)

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	Year 1	Year 2	Year 3	Year 4	Year 5
Revenues	\$0	\$0	\$0	\$0	\$0
Expenditures	\$1,430,065.03	\$1,430,065.03	\$1,430,065.03	\$0	\$0
Net Cost	\$1,430,065.03	\$1,430,065.03	\$1,430,065.03	\$0	\$0

**e) Detail of additional staff requirements:** Not Applicable.

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

**a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.

**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/25/2024

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

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

<b>PRODUCER</b> El Dorado Insurance Agency, Inc. El Dorado Sec Svcs Ins Agy 3673 Westcenter Drive Houston TX 77042	<b>CONTACT NAME:</b> Jennifer LeRoy <b>PHONE (A/C No. Ext):</b> (713)521-9251 <b>E-MAIL ADDRESS:</b> jleroy@eldoradoinsurance.com	<b>FAX (A/C No):</b> (713)521-0125
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> American Guard Services, Inc. 1125 W. 190th Street Los Angeles CA 90248	<b>INSURER A:</b> Lexington Insurance Company	<b>NAIC #</b> 19437
	<b>INSURER B:</b> National Union Fire Ins Co Pittsburgh I	<b>NAIC #</b> 19445
	<b>INSURER C:</b> Endurance American Specialty Insurance	<b>NAIC #</b> 41718
	<b>INSURER D:</b> Sunz Insurance Company	<b>NAIC #</b> 34762
	<b>INSURER E:</b> Hartford Fire Insurance Co.	<b>NAIC #</b> 19682
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: AGS Certs (11/24)

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Errors & Omissions GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		080878076	11/22/2024	11/22/2025	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 100,000	
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			019321961	11/22/2024	11/22/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	BODILY INJURY (Per person)						\$	
	BODILY INJURY (Per accident)						\$	
	PROPERTY DAMAGE (Per accident)						\$	
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X		ELD30073718000	11/22/2024	11/22/2025	EACH OCCURRENCE	\$ 10,000,000
	AGGREGATE						\$ 10,000,000	
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A		WC100-00161-024	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	E.L. EACH ACCIDENT						\$ 1,000,000	
	E.L. DISEASE - EA EMPLOYEE						\$ 1,000,000	
	E.L. DISEASE - POLICY LIMIT						\$ 1,000,000	
E	1st & 3rd Party Crime			13BDDIT8512	11/24/2024	11/24/2025	Aggregate	2,000,000

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

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. Sexual Abuse and Molestation coverage is included on the General Liability policy, at policy limits. Excess Liability/Umbrella is follow form.

**CERTIFICATE HOLDER**

drojas@ppines.com

City of Pembroke Pines  
 601 City Center Way  
 Pembroke Pines, FL 33025

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R.L. Ring, Jr./JL03

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2023

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	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> American Guard Services, Inc. 1125 W. 190th Street Los Angeles CA 90248	<b>INSURER A:</b> Lexington Insurance Company <b>NAIC #</b> 19437	
	<b>INSURER B:</b> National Union Fire Ins Co Pittsburgh I <b>NAIC #</b> 19445	
	<b>INSURER C:</b> Navigators Insurance Company <b>NAIC #</b> 36056	
	<b>INSURER D:</b> Sunz Insurance Company <b>NAIC #</b> 34762	
	<b>INSURER E:</b> Hartford Fire Insurance Co. <b>NAIC #</b> 19682	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: AGS Certs (12/23)

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		080878076	11/19/2023	11/19/2024	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input checked="" type="checkbox"/> Errors & Omissions						MED EXP (Any one person)	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			019321961	11/19/2023	11/19/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input type="checkbox"/> UMBRELLA LIAB	X		HO23EXCZ0CNBHC (5M X 2)	11/19/2023	11/19/2024	EACH OCCURRENCE	\$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 10,000,000
	DED	RETENTION \$						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WC100-00161-024	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	1st & 3rd Party Crime			13BDDIT8512	11/24/2023	11/24/2024	Aggregate	2,000,000

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

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AUTHORIZED REPRESENTATIVE

R.L. Ring, Jr./JL03

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ACORD 25 (2014/01)

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INS025 (201401)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/13/2023

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	<b>INSURER E:</b> Hartford Fire Insurance Co. <b>NAIC #</b> 19682	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: AGS CERTS (11/23)

REVISION NUMBER:

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A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		080878076	11/19/2023	11/19/2024	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	<input checked="" type="checkbox"/> Errors & Omissions						MED EXP (Any one person)	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000	
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
B	<b>AUTOMOBILE LIABILITY</b>			019321961	11/19/2023	11/19/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
							\$		
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X		HO23EXCZ0CNBHC (5M X 2)	11/19/2023	11/19/2024	EACH OCCURRENCE	\$ 10,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 10,000,000	
	DED <input type="checkbox"/> RETENTION \$							\$	
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WC100-00161-023	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
E	1st & 3rd Party Crime			13BDDIT8512	11/24/2023	11/24/2024	Aggregate	2,000,000	

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ACORD 25 (2014/01)

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INS025 (201401)