

**American Guard Services**

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Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
12435-315--01-01	12435-315 Security Guard Services : Refer to Section VI: Cost Proposal Page	<b>Supplier Product Code:</b>	<b>First Offer -</b>	1 / each	<b>Y</b>	<b>Y</b>
Supplier Total						<b>\$0.00</b>

**American Guard Services**

Item: **12435-315 Security Guard Services : Refer to Section VI: Cost Proposal Page**

**Attachments**

AGS - Bid No 12435-315 City of Fort Lauderdale.pdf

**AMERICAN GUARD SERVICES**

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# Response to Solicitation 12435- 315; Security Guard Services

**Submitted to:**

City of Fort Lauderdale  
Attn: Stefan S Mohammed  
Senior Procurement Specialist  
smohammed@fortlauderdale.gov

**Submitted by:**

American Guard Services, Inc.  
Gerald A. Gregory,  
Executive Vice President  
1125 W. 190th Street, (HQ)  
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# AMERICAN GUARD SERVICES

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National HQ : 1125 W. 190th St.

Los Angeles, CA 90248



Licensed  
Nationwide

October 28, 2020

Online Submittal:

City of Fort Lauderdale

Attn: Stefan S Mohammed

Senior Procurement Specialist

[smohammed@fortlauderdale.gov](mailto:smohammed@fortlauderdale.gov)

## **Re: Response to Solicitation 12435-315; Security Guard Services**

American Guard Services, Inc. (AGS) is pleased to offer the City of Fort Lauderdale (City) premier security guard services for their multiple facilities listed in the scope of services.

We believe that the assembled documents herein stand apart from our competition and form a fully compliant response.

*Below, you will find pertinent company information to begin your evaluation:*

### **Brief Description of the Firm**

We have a nationwide reach and focus — making AGS unique as one of the largest majority woman-owned security enterprises in the United States. The firm continually meets the needs of our government clients with procedures matching the field-tested durability of law enforcement.

While our firm is nationwide, AGS has a heavy regional presence in the State of Florida with multiple branch offices, dozens of contracts nearby, and hundreds of local guards. In addition, several of our key executive personnel are based in Florida who will greatly elevate the level of management support we can provide this contract.

Founded in 1997, AGS has 23-years of continuous experience providing security services for municipal entities, public facilities, critical infrastructure, and other government agencies. We deliver tailored security solutions, citywide coverage, and the field-tested reliability expected of law enforcement or military standards for clients across the country.

AGS is also a leading firm in screening and security services for marine environments such as ports and cruise terminals. The bulk of our operations in Florida are maritime security contracts, which include services provided at Port Canaveral, PortMiami, Port Tampa Bay, and Port Everglades in Fort Lauderdale itself. We have been licensed to provide security services in Florida since 2001, when we first acquired PortMiami. We also hold the relevant licenses in the City of Fort Lauderdale, along with having a significant presence in the area with our local office.

**AMERICAN OWNED | | AMERICAN OPERATED**

AGS acknowledges the City's right to extend or modify the Scope as it sees fit. Our financial strength and guard capacities allow us to welcome these future modifications. We look forward to demonstrating the value and durability our partnership will provide. The proposal remains valid for 120 days after its submittal to the City. By signing the Letter of Interest, AGS and its authorized representative attest that the information submitted within is true and correct.

Respectfully,



**Gerald A. Gregory,  
Executive Vice President**

American Guard Services, Inc.

1125 W 190<sup>th</sup> Street, Los Angeles, CA 90248

Phone: (800) 441-1808

Email: [jgregory@americanguardservices.com](mailto:jgregory@americanguardservices.com)

*If the Primary Point of Contact above cannot be reached, please reach out to our Secondary Point of Contact below:*

**Alyshia Assal**

**Director of Business Development**

American Guard Services, Inc.

Phone: (714) 697-8695

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Table of Contents

Executive Summary..... 1

Experience and Qualifications ..... 5

Approach to Scope of Work..... 13

References ..... 21

Minority/Women (M/WBE) Participation ..... 23

Subcontractors ..... 24

Required Forms..... 25

Additional Attachments..... 26



## Executive Summary

### Company's Background

Founded in 1997, AGS is a nationwide corporation with licenses, resources, personnel, and offices nationwide. AGS employs more than 8,500 people all over the country and provides security services to government, commercial, and private clients. Our services include armed and unarmed guard security, mobile patrols, surveillance solutions, crossing guards, and more. AGS has had successful contracts with federal and local municipalities, airports, maritime facilities, K-12 and higher education clients. Our company is growing rapidly thanks to its exceptional quality of services and expanding capabilities.



Picture above: AGS Headquarters in Los Angeles, CA.

AGS guards America with our nationwide coverage. For us, this not only means having contracts, offices, resources, and personnel all over the country, though these elements are critical to our service capabilities. With this in mind, AGS has spent its 23-year history expanding and reinforcing its ubiquity in the public sector. We have relocated our Headquarters to an expansive office building, a sign of our growth in the industry. Our newer office space is able to support a greater number of personnel as well as our 24/7 Dispatch and Communications Center.

AGS is aligned with multiple affiliate firms owned by the same principals; this includes FaceEx. Through our association with FaceEx, AGS can offer clients thermal camera solutions which is a new technology created to allow clients to measure body temperature in real time. Users can define target areas, scan multiple people simultaneously, and receive automated alerts. This innovation was created during the COVID-19 pandemic to prevent the spread of the virus. Our future plans are to invest in any new technology that helps our clients improve security at their facilities. Beyond thermal camera solutions, AGS has also offered clients facial recognition solutions that excel in the aspects of speed, accuracy, and data security. Our facial recognition solutions are fault-tolerant and perform at a high level even with low-quality images, elevate quickness and accuracy by using multi-dimensional reference models and

advanced structural processing, and are massively scalable and enterprise-ready. AGS will continue to invest in technologies that streamline operations and provide additional layers of security for our clients.

### Main Office(s)

AGS has multiple offices nationwide (including California, Arizona, Alabama, Colorado, Georgia, Hawaii, Illinois, Kansas, Louisiana, Florida, Michigan, Missouri, North Carolina, Oregon, Texas, Washington and more). Below, we are listing our headquarters and our offices in the state of Florida:

- 1125 W. 190<sup>th</sup> Street, Los Angeles, CA 90248 (National Headquarters)
- 2550 Eisenhower Blvd, Suite 322-326, Fort Lauderdale, FL 33316 (Local Office)
- 1015 North America Way, #102, #103, #104, #106, #110, Miami, FL 33132
- 1598 Havendale Blvd., Winter Haven, FL 33881
- 10318-10322 NW 55<sup>th</sup> Street, Sunrise, FL 33351

### Office that will service this contract

2550 Eisenhower Blvd, Suite 322-326, Fort Lauderdale, FL 33316.

### Officers

Sherine Assal – President and Officer

### Principals

Sherif Assal – Secretary

### Supervisory Staff and Key Individuals

### Key Qualified Personnel

Key persons below have more than 80+ combined years of experience in the scope of services generally desired by clients such as City. American Guard Services is a California based company with locations and infrastructure imbedded throughout the United States. AGS' nationwide reach, and in turn, its staffing capabilities strategically situates AGS to accommodate a diverse range of clientele needs.

Please see below for brief descriptions of our key personnel:

**Sherine Assal**, our Chief Executive Officer, will oversee the development of this Contract and execute Contract Lifecycle Management techniques in order to follow all aspects of the project closely. Ms. Assal has over 23 years' experience in the ownership, management, and operations of security services companies. She oversees new client business to ensure strong growth, existing client accounts to ensure contract requirements are met, and suggests enhancements and modifications that will better serve the needs of our clients.



**Sherif Assal**, AGS's President, and security oversees our Governmental client portfolio and provides On-Demand logical expertise, risk and safety monitoring consulting, and more. He will ensure the contract is managed effectively and that stability in all areas is assured. Mr. Assal is the driving force behind differentiating American Guard Services from its competitors and building a brand. Mr. Assal is responsible for a variety of highly successful acquisitions throughout the United States as well as their subsequent integration into the AGS organization.

**Gerald A. Gregory**, our Executive Vice President, will ensure quality control and staffing procedures meet their targets, and bring logistical, technical, and technological expertise to the project. He is uniquely aware of City needs and has extensive experience meeting state and federal standards for security services. *Mr. Gregory has personally overseen dozens of security guard contracts and is apt at transitions, swift issue resolutions, and tailoring security guard program approaches. Mr. Gregory will be primarily responsible for the service provided to City.*

**Robert F. Lasky**, one of our Executive Vice Presidents, served as the Special Agent-in-charge of the Federal Bureau of Investigation's Miami Division, the fifth largest in the nation, after a twenty-year long FBI career. Over the course of his career, he was responsible for the deployment of a compassionate federal response to the Parkland High tragedy. He will oversee the project and make recommendations. Mr. Lasky is located in the State of Florida and will assist in any needs or requests that City may have during the time of the contract.

**Adolfo Avendano** is AGS's Executive Vice President. He will oversee the Project Manager and has 20+ years of experience managing numerous security accounts, connecting operations and management needs to the right people, and ensuring proper supervision, training, and overall contract compliance. He supplies executive level management to guide program direction according to need. *Mr. Avendano is attentive to dozens of security guard clients and operates with a client-first approach.*

**Craig Weissman, CFE**, AGS's Vice President of Contract Compliance, will guarantee our conformity with all specifications, and oversee other operations and deployment measures to make for an exceptional security response. He adds over 18 years of experience to the Contract in the security and investigative industries.

**William Fives** is AGS's Operations/ Training Director in the State of Florida. He is in charge of overseeing Homeland Security based maritime operations in port locations and airports nationwide. Mr. Fives will be in charge of staffing and training officers with federally regulated locations.

Experience Overlap with Services Required				
Key Personnel	Oversight on Large Projects Mirroring the Size and Scope of the Project	Tailoring Baseline to Project Specifications	Ensuring Consistency and 100 Percent Compliance	Available to Resolve and Correct Issues
Sherine Assal			✓	✓
Sherif Assal	✓	✓	✓	✓
Gerald A. Gregory	✓	✓	✓	✓
Robert F. Lasky	✓	✓	✓	✓
Adolfo Avendano	✓	✓	✓	✓
Craig Weissman, CFE	✓	✓	✓	✓
William Fives	✓	✓	✓	✓

### Key Elements of the Proposal

As a firm we have devoted much of our efforts to bring security to multiple sectors specially municipalities. All AGS clients benefit from the versatility of bespoke solutions tailored to clients' needs and environmental nuances.

- ➔ More than 23 years of experience in the security industry
- ➔ Nationwide presence and heavy local presence in Florida
- ➔ Commitment to hiring locally
- ➔ Tailored approaches for each client, reflecting their projects' size and scope
- ➔ Government Sector Security Specialist
- ➔ Local office in Fort Lauderdale
- ➔ Centralized back office (Reduce overhead cost and enhanced oversight)
- ➔ National Dispatch Center located in our headquarters
- ➔ Umbrella Insurance Policy of \$10 million
- ➔ Vast experience with clients similar to the City
- ➔ A+ Rating with BBB
- ➔ In-House Payroll Department
- ➔ 95% client retention rate
- ➔ Turnover rate not exceeding 30%
- ➔ Partnership approach to security solutions

### Work Plan

Our firm is committed to meeting the highest standards in securing the City's sites with the best qualified security guards, in order to protect them against security threats such as unauthorized access, harm included by criminals with the intent of damaging the sites and more. AGS will be able to provide a smooth transition due to our vast experience, infrastructure, and personnel in the City of Fort Lauderdale.

## Experience and Qualifications

### Number of Years of Experience in Providing the Professional Services

AGS has been providing professional security guard services for more than twenty-three (23) years.

### Past Projects for agencies of similar size and scope

Below we list several related security contracts (both direct and associative experience) that mirror the scope elements of the City. We believe they best illustrate our qualifications and experience in the security industry.

Project	Major Scope Elements					
	Critical Infrastructure Experience	Water Facility Experience	Public Sector Experience	Monitoring and Patrol	Highly Visible Presences	Emergency Procedure Awareness
1. Brownsville Public Utilities Board	✓	✓	✓	✓	✓	✓
2. Trinity River Authority	✓	✓	✓	✓	✓	✓
3. Los Angeles Department of Water and Power	✓	✓	✓	✓	✓	✓
4. Clark County Public Works	✓	✓	✓	✓	✓	✓
5. San Diego Public Utilities Department	✓	✓	✓	✓	✓	✓
6. County of Los Angeles, Public Works Department	✓	✓	✓	✓	✓	✓

Please see below for description of the services in the locations mentioned above:

#### ○ Brownsville Public Utilities Board, TX

Through associative work, AGS provided security guard services for multiple BPUB locations for the prevention and deterrence of theft, vandalism, fire, or other criminal acts. BPUB is the main utility company in Brownsville, TX, the largest electric provider in the city and only city owned electric provider in the Rio Grande Valley metropolitan area. It is also the largest water provider in the city. Our approach for BPUB involved a multi-pronged and resistant "Protection in Depth" strategy which utilized the unique space of a facility (crime prevention through environmental design), extensive drilling/exercises to improve and maintain performance standards (this included tabletop exercises, walkthrough drills, functional drills, relocation drills, evacuation drills, and full-scale exercises), as well as the fostering of a culture of safety and a sense of pride in the level of security provided at BPUB facilities.

○ **Trinity River Authority, TX**

Through our associative, guards performed security work such as access control and ID verification, vehicle inspections, reporting activity, and periodic vehicle patrols for multiple designated water/wastewater treatment facilities of the Trinity River Authority, which include the Central Regional Wastewater System treatment plant in Grand Prairie, TX, as well as other similar facilities in Roanoke, Fort Worth, Midlothian, Red Oak, and Ferris, TX.

○ **LA Department of Water and Power, CA**

AGS guards provided armed and unarmed security guard services for the Los Angeles Department of Water and Power at various LADWP site/facilities in numerous local counties. Our guards' duties include detecting unauthorized individuals, identifying hazardous situations, patrolling multiple areas, writing incident reports, and maintain detailed activity reports.

○ **Clark County Public Works, NV**

AGS guards provided security guard services for multiple locations. Guards provided distinguished customer services, monitored all areas and provide reporting of any situations that occurred in the area.

○ **San Diego Public Utilities Department, CA**

AGSguards secure posts at multiple San Diego utility sites including Miramar Treatment Plant, Lower Otay Filtration Plant, and Alvarado Water Treatment Plant.

○ **County of Los Angeles, Public Works Department, CA**

AGS provides 24-hour armed and unarmed security guard services throughout the Public Works Headquarters Complex which consists in ancillary building, motor pool area, annex, parking structure and surface parking area.

**Additional Experience:**

Project	Major Scope Elements					
	Security Guard Services	Municipal Government Security	Government Agency Experience	Monitoring and Patrol	Highly Visible Presences	Emergency Procedure Awareness
1. City and County of San Francisco	✓	✓	✓	✓	✓	✓
2. City and County of Honolulu	✓	✓	✓	✓	✓	✓
3. City of San Diego	✓	✓	✓	✓	✓	✓
4. City of Bellevue	✓	✓	✓	✓	✓	✓
5. City of Surprise	✓	✓	✓	✓	✓	✓
6. City of Clearwater	✓	✓	✓	✓	✓	✓
7. City of Seattle	✓	✓	✓	✓	✓	✓

8. City of  
Fresno**Other municipal and government contracts include:**

Orange County  
City of Redlands  
City of Mission Viejo  
City of Diamond Bar  
City of Malibu  
City of Bell

City of Pleasant Hill  
City of San Clemente  
City of Walnut Creek  
City of San Juan Capistrano  
Contra Costa County  
City of Lawndale

San Carlos School District  
City of Palo Alto  
KIPP Iluminar Academy  
City of Cupertino  
Twin Rivers Unified Schools  
City of Aliso Viejo

**Demonstrated Successful Past Performance****City Hall: City of Fresno**

For this specific contract, our firm was the first security company to provide walk-through magnetometers along with security guards for City of Fresno's City Hall. After being awarded two high profile contracts with the City of Fresno, our firm has greatly invested in a local office, local management, local guards, equipment, and many more.



Please see the following page for the City of Fresno's evaluation report:



**REPORT FROM EVALUATION COMMITTEE  
REQUEST FOR PROPOSAL FOR  
SECURITY SERVICES PROGRAM AT MSC, CITY HALL AND VARIOUS OTHER CITY LOCATIONS  
(Interviews conducted on 8/28/2019 and 8/29/19)**

**COMMITTEE MEMBERS:**

- Robin O'Malley, Public Works Manager, Public Works Department
- Tony Hernandez, Parks Manager, PARCS Department
- Roxane Morse, Business Manager, Planning and Development Department
- Debra Bernard, Supervising Engineering Technician, Public Works Department
- Juan Palacio, Senior Engineering Technician, Public Works Department
- Maddie Morse, Senior Management Analyst, Public Works Department

**BACKGROUND**

The goal of this Request for Proposal (RFP) was to solicit proposals to provide professional security services at the Municipal Service Center, City Hall, and various other City locations. These services consist of providing qualified security guards to patrol and monitor City facilities in support of City employees, visitors, public, and property. Seven (7) valid proposals were received and publicly opened on June 4, 2019.

The evaluation committee reviewed all seven proposals between 6/26/19 and 7/11/19. After evaluating all seven responses, the committee decided that, due to the complexity and magnitude of the contract, it was best for the City to continue the evaluation process only with respondents whose proposal demonstrated a proven business model and experience in executing that model. As a result of that determination, four (4) companies were selected for follow-up interviews. Those who did not meet the criteria for an interview were: Fresno Advanced Security Transport, Inc. (No longer in business), Alltech Industries, Inc. and Code 3 Corp. Security, Inc.

**Awards and Recognition**

We have been highly recognized for our recruitment process, specifically our ability to draw from creative pools of qualified candidates as well as our heavy employment of veterans. For our statewide contract with the Arizona DES, we had the honor of being awarded the designation of "Patriotic Employer" and "Statement of Support for the Guard and Reserve" by the Secretary of Defense; see below.



We recognize the Guard and Reserve are essential to the strength of our Nation and the well-being of our communities.

In the highest American tradition, the patriotic men and women of the Guard and Reserve serve voluntarily in an honorable and vital profession. They train to respond to their community and their country in time of need. They deserve the support of every segment of our society.

If these volunteer forces are to continue to serve our Nation, increased public understanding is required of the essential role of the Guard and Reserve in preserving our national security.

Therefore, we join other employers in pledging that:

- We fully recognize, honor and comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA).
- We will provide our managers and supervisors with the tools they need to effectively manage those employees who serve in the Guard and Reserve.
- We appreciate the values, leadership and unique skills Service members bring to the workforce and will encourage opportunities to employ Guardsmen, Reservists, transitioning Service members and Veterans.
- We will continually recognize and support our country's Service members and their families in peace, in crisis, and in war.

Signature: *[Signature]* Date: 6/18/2019  
Signature: *[Signature]* Name: *[Name]*  
Signature: *[Signature]* Name: *[Name]*  
Signature: *[Signature]* Name: *[Name]*



**Pictured Below:** Mr. Timothy Davis being presented with the “Patriotic Employer” and “Statement of Support for the Guard and Reserve” awards by the staff of a federal agency.



## Reputation

Client stakeholders also continuously document our quality; the below is a snapshot of our reputation and how clients generally describe working with our guards and responsive managers:

*“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**

*“...We truly appreciate having you as a forward thinking, flexible, and results-oriented partner over the last 15 years. American Guard Services has been able to provide services at our more than 450 locations with absolutely no notice.”*

**– Miguel Melbourne, Regional Security Manager, Kroger Food Store**

*“Our relationship with American Guard Services warrants a recommendation from the City of Redlands...AGS meets the grade and performance expectations held by our stakeholders.”*

**– Lieutenant Travis Martinez, Redlands Police Department**

*“We have noticed the commitment AGS has to their guard force, to their supervision levels and training, but also to the communities where they are based. Further, service improvements have been felt by staff over time. We have had no complaints regarding their service or any of the above aspects.”*

**– Mike Estes, Director of Community Services, City of Lawndale**

### Ability to meet time and budget requirements

AGS has all the abilities and capabilities to meet the time and budget requirements for this contract. Our firm has vast resources and tremendous financial capability that will meet and exceed the City's requirements. AGS is prepared to leverage our excellent credit and bonding capability, if and when needed.

AGS has been in operation since 1997, since which we have undergone tremendous change and growth. Our long history is proof of our strength and stability over the years, despite the constant evolution of quality and scale.

We continue to provide security guard services to clientele such as UPS, DHL, E&I and other locations throughout the country, their consistent dealings with our firm is proof of our capabilities.

### Firm's Initiatives towards its own sustainable business practices that demonstrate a commitment to conservation

AGS possess a variety of unique initiatives towards our own sustainable business practices that demonstrate a commitment to conservation. Please see below for some examples:

#### In-House Payroll

AGS employs an in-house payroll department rather than outsourcing payroll management to a third party. This allows us to maintain a tighter control on payroll management while reducing our overhead significantly; through this practice we save about a quarter million dollars a year, significant cost savings we pass on to our clients.

#### Centralized Administration

AGS uniquely centralizes the majority of administrative functions in a single back office. This office is a State-of-the-Art, "Class A" facility equipped with a multi-million dollar, 24-Hour Communications and Dispatch Center. All payroll, marketing, dispatch, and other remotely operable administrative functions are executed at this office, allowing corporate management a greater degree of oversight and quality control.

Additionally, by centralizing administration AGS massively reduces the overhead costs associated with managing a nationwide firm. This efficiency will be felt by the client in the form of expanded cost-savings or better compensation for guards (which results in higher performance and lower turnover).

#### Site-Driven Solutions

AGS's approach will consider the specific region, local community and economy, crime statistics, and level of stakeholder engagement at City's properties. AGS will use smart security workforce management solutions (e.g. MITC) to automate the scheduling, alerts, and reporting components of our service. Our use of real-time automation has significantly reduced waste, delay, and organizational costs.

### Proactive Environments

We will encourage and reward proactive observations, professional appearance, and continual threat mitigation.

### Competitive Advantage/ Major Benefits

AGS provides the following key elements that differentiate our approach:

- **Flat Management Approach:** AGS's flat management approach provides the City full access to our key personnel who will be in charge of a smooth implementation of services) as well as corporate resources and security solutions (such as our National Dispatch Center).
- **Automated Recruitment Plan:** Our automated recruitment system streamlines the recruitment process and reduces overhead costs, savings passed on to our clients. It also allows the process to remain ongoing throughout the transition, so that we can maintain a constant influx of qualified candidates.
- **Customized Training Plan:** AGS will customize its training plan alongside City stakeholders to ensure that all City needs are met and ensure that all our staff are highly qualified.
- **Business Continuity Plan:** AGS's plan for continuity of services will allow the City to receive security services even if an emergency occurs; for example, AGS has continued its service to all its clients during the current national pandemic (COVID-19).
- **Quality Assurance Plan:** AGS's quality of service remains at a high level throughout the entire life of our security contracts thanks to our Quality Assurance Plan that uses Key Performance Indicators to rank our security service.
- **Consistent Coverage plan:** AGS uses multiple strategies and contingencies to ensure that the City's posts and requests for additional services are always fully staffed.
- **Retention Plan:** AGS proactively reduces guard turnover to save time and money, which benefits our clients and allows AGS to keep our bill rates low.
- **Guard Uniforms:** AGS provides uniforms at no cost to our security personnel, which increases guard retention and aids recruitment efforts.
- **Invoicing:** AGS utilizes our in-house accounting department to allow a greater degree of oversight and responsiveness with all financial matters.

- **System Maintenance:** AGS maintains its technological systems regularly using our in-house IT department to ensure we always provide technological solutions that do not experience glitches.
- **Automated Scheduling and Management:** AGS uses automated scheduling and management through MITC to improve communications, reduce costs, increase transparency, and maintain a formal record of electronic timesheets.
- **Guard Tracking and Electronic Reporting:** AGS can provide guard tracking and electronic reporting through Field Force Manager, which allows us to provide real-time notifications, geofencing, tour management, and increased transparency.
- **National Dispatch Center:** AGS operations a 24/7 national dispatch center, which increases connection and oversight.

### Business Structure

Company address: 1125 W. 190<sup>th</sup> Street, Los Angeles, CA 90248 (National Headquarters).

Phone number: (800) 441-1808

Fax Number: Not applicable

Email address: [jgregory@americanguardservices.com](mailto:jgregory@americanguardservices.com)

Website: [www.americanguardservices.com](http://www.americanguardservices.com)

Contact Person: Gerald A. Gregory

Size of the Firm: Nationwide Corporation.

### Licenses

Please see the attached.



## Approach to Scope of Work

AGS has thoroughly review the statement of work and understands that the City is currently seeking to select and retain an experienced security firm to provide armed and unarmed security services at the following locations:

1. Public Works Fiveash Regional Water Treatment Plant compound located at 949 NW 38<sup>th</sup> street, Fort Lauderdale
2. Department of Sustainable Development Building Services Center located at 700 NW 19<sup>th</sup> Ave, Fort Lauderdale
3. City of Fort Lauderdale, City Hall located at 100 N Andrews Ave, Fort Lauderdale

Our firm has vast experience performing security guard services including competency, responsiveness, cost control, and work quality at similar sites. AGS is able to provide swift transitions, equip and deploy all contract necessities, while building/ maintaining relationships with law enforcement in the process. Project scope activities are handled with a management plan built for each response. Other factors that influence our decisions, actions, and influence (including, but not limited to):

- Sophisticated understanding of our government clients' needs and the needs of the public in multiple settings (e.g. rural, suburban, urban, etc.)
- Leveraged understanding of the threats that arise in public settings, critical infrastructure sites, etc.
- Ability to audit contract performance and show conformity to our standards
- Ability to successfully apply the latest technological innovations to the security apparatus
- Core Quality Management principles operational across the United States
  - ✓ Unity of purpose; aligned strategies, policies, processes, and resources to achieve high-level objectives
  - ✓ Distinct ability to meet organizational quality objectives
  - ✓ Effective coordination between levels and functions of the company
  - ✓ Positioned to create, communicate, and sustain shared values
  - ✓ A company-wide commitment to quality
  - ✓ Positive and encouraging leaders to recognize contributions to quality

AGS has previous experience with cities nationwide and its able to meet the minimum qualification requirements set forth in the scope of services. Our security guard services experience includes patrolling, entrance check, screening, perimeter checks, camera surveillance systems, and many more. The mission of AGS is to provide a safe, secure and worry-free environment for the employees and visitors to the City's locations. We employ a strong team of security professionals who are trained extensively and specifically selected based on experience levels. Our security officers will easily integrate into your work force to meet your explicit needs. Our ultimate goal is to provide the finest service to ensure the safety of life and property.

In order to maintain the safety and security of the City, AGS will provide the following techniques and procedures (included but not limited):

- Focus on high-level objectives
- Distinct ability to meet the City's quality objectives and reflect on changes or transformations needed
- Effective coordination between levels and functions of the company and their security guards
- Positioning to create, communicate, and sustain shared values
- Positive and encouraging leaders that recognize contributions to quality
- Public relations
- Communication with stakeholders

AGS employs a *tailored approach* philosophy catered to the exact needs and challenges of the environment-to-be-secured. Our overall approach plan can be divided into three stages: Inception, Implementation, and Iteration (3i).

#### 1. Inception Stage (I-1):

In the Inception Stage, solutions and best practices are formulated in response to project specifications, client needs, and inherent challenges of the environment-to-be-secured.

Inception of our approach begins with thoroughly understanding the project specifications in the solicitation document.

Then, beyond what is provided to us by City, strategic security planners of AGS identify key challenges inherent to the client's security environment; these challenges can be geographical or demographical in nature. Challenges not readily apparent to the client or even other security firms are easily analyzed by leveraging our pre-existing security expertise, *Subject Matter Experts (SMEs)*, and extensive independent research.

Furthermore, upon award we employ a philosophy of tight-knit stakeholder engagement; by establishing clear and consistent lines of communication we can better understand client needs and expectations.

The second half of inception deals with crafting specific solutions and best practices in response to the project requirements, inherent challenges, and client needs we have already identified. AGS will focus on the most effective solutions unique to our firm, drawing resources and expertise from our nationwide infrastructure and owned affiliate firms. By drawing from multiple sources, our approach becomes multi-faceted and develops the flexibility to exceed all client expectations.

#### 2. Implementation Stage (I-2):

Upon award, we begin implementing the solutions identified in the Inception Stage. Key elements of this stage are efficiency and a swift, streamlined process; we are



known for quick transitions, even on major contracts where we have little infrastructure. For the City's project, where AGS's regional presence is only comparable to our footprint around our corporate headquarters, successful implementation is a given.

### 3. Iteration Stage (I-3):

The Iteration Stage is the ongoing maintenance of contract performance levels and quality of service over time. The key elements of this stage are comprehensive monitoring and supervision practices, and the implementation of effective complaint resolution. The Iteration Stage is synonymous with our Quality Control Program, which makes use of Iterative Quality Feedback and Total Quality Management philosophies.

Sample testing and measuring techniques are supported by a good Quality Assurance/Quality Control (QA/QC) system. AGS innovatively:

- Supports walk-throughs before and after resolution has been met.
- Uses QA to understand what needs to be re-examined in the future; "managing by fact" is an important constant.
- Plays the role of the Auditor in the QA process to ensure accountability.
- Gathers information on similar incident cases to reduce vulnerabilities.
- Automates processes and procedures when possible when gathering the above information.

AGS always aims for a rapid and smooth transition. The sheer volume of local infrastructure, personnel, and geographical expertise we possess renders our service delivery and implementation capabilities for this contract unparalleled amongst our competition. Upon notification of award, AGS will commence its 30-day Transition Plan. The project will be completed and accepted within 120 days from the City Notice to proceed.



**Above:** An illustration of AGS's Transition Plan for City.

The following chart outlines proven methods AGS has used in the past to keep our teams/clients informed and involved during the transition process:

Roles	Responsibilities	Frequency of Communication
Transition Team	Face-to-face Informal Meetings	Daily
	Transition Team Meetings	Weekly During Transition
Project Team	Project Status Meetings	Weekly
Account Manager	Status Report	Weekly
	Status Meeting	Weekly
Contract Admin and other Stakeholders	Project Status Report	As Required

The following is an outline of AGS's Transition plan:

### Pre-Transition

- Transition Team Assigned  
Will include site-specific recruiters, trainers, and managers/supervisors.
- Final Selection of Managers and Supervisors
- Recruitment Ads  
As soon as we receive an official notice to proceed from City, we will begin running online advertisements for recruitment through various platforms. These initial advertisements will not specify the client or any sensitive client information that may indicate the nature of the project prior to its official inception.
- Pre-Employment Screening (Automated)  
Automated employment screening is an ongoing process which occurs whenever we receive an employee application. Typically, we receive applications shortly after we begin running recruitment advertisements in the pre-transition phase.

Prior to transition, we will create an online checklist of City, requirements and our own requirements for security officers. We use a proprietary software that compares the checklist criteria with each employee application we receive, and then automatically sorts applications in terms of best fit.

The most qualified applications are aggregated in a short-list of potential candidates, who are then called in for a second stage employment screening in-person during the transition period. All other qualified candidates who do not make this short list are held in reserve, while unqualified candidates are deleted.

Our automated system streamlines the process and reduces overhead costs, savings which we pass to our clients. It also allows the process to remain ongoing and constant throughout the transition phase, allowing us to maintain a constant influx of qualified candidates if needed.

Note that AGS will initiate this Transition Plan when City's current provider is notified of its end date. In addition, City will provide us with a notice to proceed.

## Week 1

- On-site Review

AGS liaisons and transition team members assigned to City locations will visit and conduct site surveys. Comprehensive site surveys will determine and analyze site layouts, nearby infrastructure, critical vulnerabilities, environmental factors, key entrances/exits, and other local considerations.

Important factors to note will be the presence of parking space for AGS officers, restroom facilities, resources for facility-specific emergency plans (e.g. location of stairways, fire alarms, fire extinguishers, etc.), approximate square footage of the site area in need of coverage, gaps in the perimeter, and ideal patrol routes to optimize coverage.

With the permission of City management, AGS would like to take photographs and video of the various job sites. Our purpose will be to include this media in the orientation of the incoming Security Officers. We feel they will help familiarize the Officers with the site layout and surroundings as they assume their new roles.



We wish to assure City that AGS fully supports the Occupational Safety and Health Act of 1970.

OSHA develops guidelines and issues regulations for safety and health standards and conducts inspections of workplaces for compliance. In instances of noncompliance, it issues citations and proposes penalties. In the 1980s and 90s, OSHA took a more active role in protecting against health hazards in the workplace, seeking to limit the exposure of workers to hazardous substances such as lead, asbestos, pesticides, and toxic chemicals and noise. As part of our on-site review, we will evaluate your OSHA procedures to ensure compliance.

- Stakeholder Engagement (Meet with City Representatives)

Alongside the On-Site Review, AGS liaisons/transition team members will meet directly with City representatives, often the security or building manager of the facility. Key topics covered during the initial meeting will include City representatives' personal expectations for guard duties and performance, their areas of concern, common on-site procedures (e.g. locking/unlocking the facility, using their preferred software for administrative functions, etc.), general organization of their large-scale inventories, and any other resources available and pertinent for officers to use in their daily functions.

As a product of these meetings, AGS would like to receive a copy of the most current post orders for all job sites. If not, we would like to receive the most current version under development. Post Orders must be approved prior to Week 3.

- Establish Lines of Communication

Once our liaisons have engaged personally with City representatives at each site, our liaisons will seek to acquire contact information for establishing direct lines of communication; contact info will be organized into a hierarchy with a primary contact and an escalating list of secondary contacts.

Additionally, we will give City representatives a toll-free number for our national dispatch center. Our 24-Hour Communications and Dispatch Center is a State-of-the-Art, multi-million-dollar facility monitored by a team of highly qualified dispatchers and is remotely viewable by AGS corporate management for greater oversight.

AGS will begin exchanging information with City as soon as we receive a Notice to Proceed. Our automated system reduces overhead costs allows us to pass savings on to our clients.

- Contact Incumbents

Immediately we will obtain a list of incumbent officers from all job sites who are qualified for retention (in compliance with both City and AGS standards). AGS will not contact them prior to the incumbent firm receiving a notice of the transition. Once a notice has been received and the transition plan activates, we will immediately contact these qualified incumbents and offer them their "Right-of-First-Refusal" within the first week. They will be made aware of their new pay and benefits and any other changes in the contract.

Should they sign-on with our team at this point, their information will be recorded and we will have them sign a commitment statement giving them until the second week of transition to change their minds; should they remain in their position past the second week, their assignment will be guaranteed. This ensures a finalized picture of our incumbent retention halfway through transition and prior to the final assignment of security personnel in the third week, while giving us enough time in the early recruiting phases to adapt to any last-minute changes.

This process could last until Week 1, 2 or later, depending on the incumbent officer.

## Week 2

- Second Stage Employment Screening (In-Person)

New recruits who have passed our automated employment screening in the pre-transition phase will be called in for in-person interviews.

- Finalize Security Manual and Post Orders Specific to Each City Site
- Finalize Training and QA Program
- Final Assignment of Security Officers

### Week 3

- Stay Apprised with Stakeholders  
AGS will meet with City stakeholders on a regular basis. In these meetings, AGS will brief City officials about milestone completion. In addition, any adjustments or concerns from City may be addressed quickly.
- Initial Orientation/Classroom Training  
Each new Security Officer assigned to this task will attend one week of orientation and classroom-based training off premises. During this time, the incoming Officers will learn AGS's training curriculum as well as City -specific courses. In Week 4, Onsite Training/Shadowing will begin.
- Issue Uniforms  
Uniforms will be issued at no cost to the City. Each Security Officer will receive three complete uniforms (including winter gear). Uniforms will be refit regularly to maintain a professional appearance.

### Week 4

- On-Site Training/Shadowing  
Each incoming Security Officer will shadow the guard from the incumbent's company to become familiar with the operations at the job sites. During this time, our Security Officers will be in plain clothes and reflective vests to appear different from the incumbent guard.

While shadowing, our Security Guards will make every effort not to interfere with the operations of the incumbent company. In addition, supervisors from AGS and the incumbent company will take part to minimize confusion. Throughout the process, we will test and evaluate each Security Guard's aptitude, memory retention, report writing and following post orders/directions.

Security Officers will be issued equipment upon successful completion of our training program.

- Work Schedule Developed  
The AGS Transition Team will develop and finalize a work schedule for all Security Officers assigned to the various job sites. The schedule will ensure that

all scheduled hours are covered by a Security Officer. In addition, the schedule will allow for continuous coverage, allowing for overlap, meal breaks, etc.

- Re-Fit/Re-Issue Uniforms

As needed, AGS will refit and reissue uniforms to our Security Officers. This will ensure that our force will always look professional to both our City client and the public.

- Final Transition Review / Stakeholder Sign-off

AGS will review the Transition status with City stakeholders on an ongoing basis. As finalization nears, the Transition Team will capture and process any last-minute revisions received from City management. Once the Transition Plan is approved, sign-off from all stakeholders will be obtained. Once finished, AGS will assume complete ownership and control of this task in the fifth week prior to transition start for each individual site.



## References

Please see below for our references.

### 1. Carnival Cruise Lines

3655 NW 87th Avenue, Miami, FL 33178

Dominick A. Froio, Vice President, Security Services

[spcuse44@gmail.com](mailto:spcuse44@gmail.com)

954-612-0987

AGS provides extensive port security for several Carnival fleets across notable United States ports including Port of Miami, Port of Everglades, Port of Galveston, Port of Long Beach, and more. We also control x-ray screening and crowd control for over 500,000 people each season. AGS has planned, executed, and monitored emergency and incident response plans that are fully USCG and DHS compliant, taking into consideration rogue, chemical, physical, and cyber threats to port security. Our team has ensured that the Miami-Dade and Los Angeles metropolitan areas are kept safe and secure with innovative control measures, an industry-leading QMP, and other safeguards.

### 2. City of Fresno

2600 Fresno St. #4016, Fresno, CA 93721

Robin O'Malley, *Facilities Manager*

559-621-1212

2019 - Current

[robin.omalley@fresno.gov](mailto:robin.omalley@fresno.gov)

AGS commenced its first awarded security services contract with the City of Fresno in 2019. For this contract, AGS provides security services at Fresno's City Hall. AGS services include manning walk-through and hand-held magnetometers, as well as crowd control as necessary. Our firm was the first security company to provide walk-through magnetometers along with security guards for the City of Fresno's City Hall.

For our second contract with the City of Fresno, 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 operations); and the Water Yard (buildings on 4.5 acres of property with equipment, trucks and an adjacent utility structure). The total annual hours for this contract exceed 53,900 and the total annual revenue exceeds \$1,250,000. AGS security personnel ensure the safety and well-being of the City of Fresno's facilities, employees, equipment and public through the implementation of interior and exterior patrols wherein all

security checkpoints are targeted; reporting any unusual occurrence including property damage, thefts, or acts of vandalism; preventing the unauthorized removal of items from City of Fresno facilities, providing after-hours escort service as requested, and conducting security screenings.

### **3. City of Malibu**

23825 Stuart Ranch Road

Malibu, CA 90265

Brandie Ayala, Senior Administrative Assistant

310-456-2489, ext. 352

[BAyala@malibucity.org](mailto:BAyala@malibucity.org)

2018- Current

AGS provides the City of Malibu various security guard services. AGS guards' security duties include clearing patrons at dusk and securing access gates for multiple sites as well as reporting park issues, violations, and maintenance problems.

### **4. Norwegian Cruise Lines**

7665 Corporate Center Drive, Miami, FL 33126

Matthew Lewis, Vice President of Operation

310-436-4450

[mlewis@ncl.com](mailto:mlewis@ncl.com)

2005 – Current

G20400 Guards to process as many as 6,000 to 8,000 passengers during a 3-hour period.

- Access control for Pier and Terminal areas, including parking and traffic control.
- First line of defense against acts of terrorism or sabotage.

## Minority/Women (M/WBE) Participation

Not applicable. AGS is not a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985.

Not applicable. AGS will not use a subcontractor for this contract.

## Required Forms

- A. Proposal Certification - please see our submission via bidsync
- B. Cost Proposal - please see the attached
- C. Non-Collusion Statement - please see our submission via bidsync
- D. Non-Discrimination Certification Form - please see our submission via bidsync
- E. Local Business Preference (LBP) - please see our submission via bidsync
- F. Contract Payment Method - please see our submission via bidsync
- G. Sample Insurance Certificate - Please see the attached
- H. W-9 for Proposing Firm – please see the attached
- I. Active Status Page from Division of Corporations – Sunbiz.org – please see the attached

**SECTION VI - COST PROPOSAL PAGE****Proposer Name: American Guard Services, Inc.**

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor shall quote firm, fixed, costs for all services/ products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

Cost per hour to provide a **roving** Security officer in accordance with the Scope of Services Section of this RFP.

Level A - Base Level                      \$ 19.18 per hour X 1 hour = \$ 19.18

Level B- Mid Level                      \$ 20.68 per hour X 1 hour = \$ 20.68

Level C – High Level                      \$ 25.19 per hour X 1 hour = \$ 25.19

Cost per hour to provide a **vehicle (golf cart)** for the roving Security Officer in accordance with the Scope of Services Section of this RFP.

Vehicle(Golf Cart)                      \$ 0.40 per hour

**Fiveash Regional Water**

**Treatment Compound** Hours: 24/day X 365 days = 8,760 hours per year

**Total Cost per year:** Level C Roving/hr. \$ 25.19 & Veh/hr \$ 0.40 X 8,760 = \$ 224,168.40

If the City wished to have a **non-roving** Security Officer at one of the specified facilities or comparable City facility, give the cost per hour for a schedule similar to that specified in the Scope of Services of this RFP and in accordance with the Scope of Services Section of this RFP.

Level A - Base Level                      \$ 19.18 per hour X 1 hour = \$ 19.18

Level B- Mid Level                      \$ 20.68 per hour X 1 hour = \$ 20.68

Level C – High Level                      \$ 25.19 per hour X 1 hour = \$ 25.19



**Department of Sustainable Development: 4160 hours per year (2 guards)**

**Total Cost per year: Level B Non-Roving/hr. \$ 20.68 X 4160 = \$ 86,028.80**

**City Hall: 2080 hours per year (1 guard)**

**Total Cost per year: Level C Non-Roving/hr. \$ 25.19 X 2080 = \$ 52,395.20**

**GRAND TOTAL (3 Locations) \$ 362,592.40 /ANUALLY**

If the City wished to have a temporary or emergency non roving Security Officer at one of the specified facilities or comparable City facility give the cost per hour for a reduced schedule such as less than 8 hours per shift and less than 40 hours per week and in accordance with the Scope of Services Section of this RFP.

Level A - Base Level                      \$ 26.85 per hour X 1 hour = \$ 26.85

Level B- Mid Level                      \$ 28.95 per hour X 1 hour = \$ 28.95

Level C – High Level                      \$ 35.27 per hour X 1 hour = \$ 35.27


Proposers note: The cost per hour shall be for specified shift time on the site or security route. The City will not pay for any travel or down time for officers or vehicles.

For evaluation purposes, each level of potential service will be multiplied by one and added to the total annual cost for all services.

**Submitted by:**

Gerald Gregory  
Name (printed)

10/22/2020  
Date

  
Signature

Executive Vice President  
Title

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 St.**

Requester's name and address (optional)

**6** City, state, and ZIP code

**Los Angeles, CA 90248**

**7** List account number(s) here (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**

			-		-			
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or

**Employer identification number**

9	5	-	4	6	5	4	3	5	3
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### 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 ▶

*Nagat*

Date ▶ **10/27/2020**

## 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.



# CERTIFICATE OF LIABILITY INSURANCE

City of Fort Lauderdale

DATE: 8/27/2020

8/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of 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"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Zurich American Ins Co</td><td>27855</td></tr><tr><td>INSURER B: American Guarantee &amp; Liability</td><td>26247</td></tr><tr><td>INSURER C: United Wisconsin Insurance Company</td><td>29157</td></tr><tr><td>INSURER D: Hiscox Insurance Company</td><td>10200</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Ins Co	27855	INSURER B: American Guarantee & Liability	26247	INSURER C: United Wisconsin Insurance Company	29157	INSURER D: Hiscox Insurance Company	10200	INSURER E:		INSURER F:	
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INSURER F:																	

## COVERAGES

CERTIFICATE NUMBER: CERTIFICATES 8.20

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:			EOL0288450-02	10/20/2019	11/19/2020	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 3,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 3,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COMP/OP AGG	\$ 3,000,000		\$
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AGGREGATE	\$ 10,000,000																				
	\$																				
C	<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 <input type="checkbox"/> N/A			WC600-00097-020-SZ	7/24/2020	1/1/2021	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<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						
<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																				
D	<b>1st &amp; 3rd party Crime</b>			UC21824594.19	11/14/2019	11/14/2020	Aggregate \$2,000,000														

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

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R.L. Ring, Jr./LINDS

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[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Foreign Profit Corporation

AMERICAN GUARD SERVICES, INC.

### Filing Information

**Document Number** F02000004808

**FEI/EIN Number** 95-4654353

**Date Filed** 09/20/2002

**State** CA

**Status** ACTIVE

### Principal Address

1125 W. 190th Street  
Gardena, CA 90248

Changed: 07/03/2020

### Mailing Address

1125 West 190th Street  
Gardena, CA 90248

Changed: 04/24/2019

### Registered Agent Name & Address

INCorp SERVICES, INC.  
17888 67TH COURT NORTH  
LOXAHATCHEE, FL 33470

Name Changed: 10/02/2014

Address Changed: 10/02/2014

### Officer/Director Detail

#### **Name & Address**

Title President

ASSAL, SHERINE  
1125 West 190th Street  
Gardena, CA 90248

Title Secretary

## Additional Attachments

AGS Business Licenses

Financial Good Standing Letter

Bonding Letter

AGS Organization Chart

Sample Invoice

Daily Activity Report

Incident Report

**FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES****ADAM H. PUTNAM  
COMMISSIONER****DIVISION OF LICENSING****03/21/18  
DATE ISSUED****03/13/21  
DATE OF EXPIRATION****B 9900131  
LICENSE NUMBER****AMERICAN GUARD SERVICE, INC****1015 N. AMERICA WAY****#108****MIAMI, FL 33132****ASSAL, SHERIF M., OWNER**

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

**ADAM H. PUTNAM  
COMMISSIONER**



**FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES****ADAM H. PUTNAM  
COMMISSIONER****DIVISION OF LICENSING****11/30/18  
DATE ISSUED****BB23000048  
LICENSE NUMBER****11/17/21  
DATE OF EXPIRATION****AMERICAN GUARD SERVICE (HOLLYWOOD)****1015 NORTH AMERICA WAY****#108****MIAMI, FL 33132**

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

**ADAM H. PUTNAM  
COMMISSIONER**

**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

**VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021****DBA:**  
**Business Name:** AMERICAN GUARD SERVICES INC**Receipt #:** 329-35887  
**Business Type:** ALL OTHERS (SECURITY GUARD SERVICES)**Owner Name:** SHERIF ASSAL  
**Business Location:** 2550 EISENHOWER BLVD 326  
HOLLYWOOD  
**Business Phone:** 310-645-6200**Business Opened:** 08/01/2004  
**State/County/Cert/Reg:** BB2300048  
**Exemption Code:****Rooms**                      **Seats**                      **Employees**                      **Machines**                      **Professionals**  
150

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

**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:**SHERIF ASSAL  
1125 W 190 ST  
GARDENA, CA 90248**Receipt #** 1CP-19-00010769  
**Paid** 09/17/2020 150.00  
**09/16/2020 Effective Date****2020 - 2021****BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

**VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021****DBA:**  
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150

For Vending Business Only						
Number of Machines:			Vending Type:			
Signature	Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Total Paid
	150.00	0.00	0.00	0.00	0.00	150.00

**Receipt #** 1CP-19-00010769  
**Paid** 09/17/2020 150.00  
**09/16/2020 Effective Date**



RTS Financial Service, Inc.  
9300 Metcalf Avenue  
Overland Park, KS 66212

Re: Good Standing Letter

To Whom it May Concern:

The intent of this letter is to confirm that the account for American Guard Services, Inc. is in good standing. They currently have a \$25,000,000 financing arrangement and we are willing to provide them with an additional \$25,000,000 if needed to accommodate new contract awards. RTS Financial has been working with American Guard and their affiliates since November 2013.

For further questions please call Ryan Beasley, our National Sales Manager, directly at 913-310-1451.

Regards,

A handwritten signature in black ink, appearing to read "Jim Maurer", written over a horizontal line.

Jim Maurer

Vice President/General Counsel



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)



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.

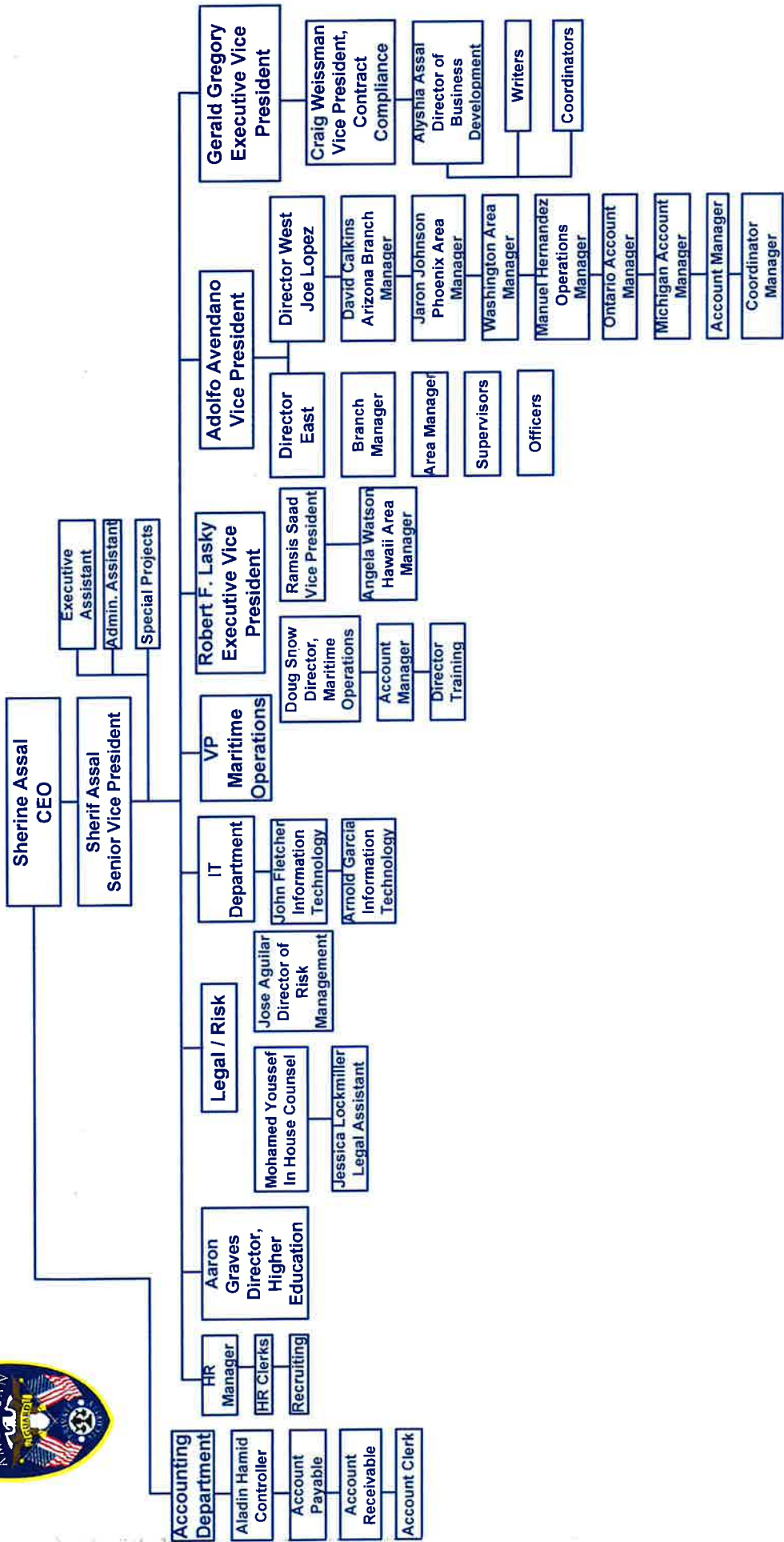
Our consideration and issuance of bonds is a matter solely between American Guard Services, Inc. and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

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*

AMERICAN GUARD SERVICES, INC.







# American Guard Services, Inc

# INVOICE

Invoice Number: **SAMPLE**

Bill To:
SAMPLE
SAMPLE

<b>Ship to:</b>
SAMPLE SAMPLE

Customer ID	Customer PO	Payment Terms	
Sales Rep ID	Sales Order	Order Date	Due Date

[illegible]



**American Guard Services, Inc.**  
**1125 W 190th St.**  
**Los Angeles, CA 90248**  
**310-465-6200**

## DAILY ACTIVITY REPORT BY SHIFT

CLIENT \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
POST \_\_\_\_\_

☐ DAY SHIFT      ☐ SWING SHIFT      ☐ GRAVEYARD SHIFT

SHIFT START TIME \_\_\_\_\_ DATE \_\_\_\_\_  
SHIFT END TIME \_\_\_\_\_ DATE \_\_\_\_\_

**OFF-DUTY S/O**

NAME \_\_\_\_\_

EMPLOYEE # \_\_\_\_\_

**ON-DUTY S/O**

NAME \_\_\_\_\_

EMPLOYEE # \_\_\_\_\_

## EQUIPMENT CUSTODY

FACILITY KEYS \_\_\_\_\_

PATROL CLOCK \_\_\_\_\_

HAND- HELD RADIO \_\_\_\_\_

FLASHLIGHT \_\_\_\_\_


}

**ACCEPTED: ON-DUTY S/O**

SIGNATURE \_\_\_\_\_

COMMENT \_\_\_\_\_

## DISPATCH CALL-IN LOG

[illegible]

## PATROL ROUNDS LOG

[illegible]

**REVERSE SIDE**  
**RECORD ALL SIGNIFICANT EVENTS**





# 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	
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	
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

--

[illegible]

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**CITY OF FORT LAUDERDALE  
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.



WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

#### 1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

#### 1.11 SCRUTINIZED COMPANIES

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

Rev. 2/2020

Page 1

#### 1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

#### Part II DEFINITIONS/ORDER OF PRECEDENCE:

#### 2.01 **BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

**PART III BIDDING AND AWARD PROCEDURES:**

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

Rev. 2/2020

Page 2

- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP 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 RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, 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 RFP constitutes a Trade Secret. 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 agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url: [https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeid=coor\\_ch2ad\\_artvfi\\_div2pr\\_s2-182direpr](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr)

#### **PART IV BONDS AND INSURANCE**

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful

performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

Rev. 2/2020

Page 3

**4.02 INSURANCE:** The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

**PART V PURCHASE ORDER AND CONTRACT TERMS:**

**5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

**5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

**5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

**5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

**5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

**5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

**5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

**5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

**5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of

the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

**NON-DISCRIMINATION:** The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Rev. 2/2020

Page 4

- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
  2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
  3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

- 5.18** **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19** **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20** **PUBLIC RECORDS:**

**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 PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
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 (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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.



**NON-COLLUSION STATEMENT:**

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

**NAME****RELATIONSHIPS**

N/A

N/A

**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**

**Gerald Gregory**  
Authorized Signature

**Executive Vice President**  
Title

**Gerald Gregory**  
Name (Printed)

**10/15/2020**  
Date

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

**Gerald Gregory**  
Authorized Signature

**Gerald A. Gregory, Executive Vice President**  
Print Name and Title

**10/21/219**  
Date

## CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☒ MasterCard

☐ Visa

**AMERICAN GUARD SERVICES, INC.**

Company Name

**AMERICAN GUARD SERVICES, INC.**

Name (Printed)

**Gerald Gregory**

Date

**Gerald Gregory**

Signature

**Executive Vice President**

Title

## LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this bid/proposal, as applicable to the local business preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

**THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**

**[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-186LOBUPRPR](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR)**

**Definitions:** The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

## LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

- |     |   |   |
|-----|---|---|
| (1) | Business Name   | is a <b>Class A</b> Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt <u>and</u> a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City. |
| (2) | Business Name   | is a <b>Class B</b> Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt <u>or</u> a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.                                   |
| (3) | <b>American Guard Services, Inc.</b><br>Business Name | is a <b>Class C</b> Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.   |
| (4) | Business Name   | requests a <b>Conditional Class A</b> classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.   |
| (5) | Business Name   | requests a <b>Conditional Class B</b> classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.   |
| (6) | Business Name   | is considered a <b>Class D</b> Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.   |

BIDDER'S COMPANY: **American Guard Services, Inc.**

AUTHORIZED PERSON:	COMPANY	<b>Gerald A. Gregory</b>	<b>Executive Vice President</b>
		PRINTED NAME	TITLE
SIGNATURE:	<b>Gerald Gregory</b>	DATE:	<b>10/21/2020</b>

**E-VERIFY AFFIRMATION STATEMENT**

RFP/Bid /Contract No: **Bid #12435-315**

Project Description: **Security Guard Services City of Fort Lauderdale, FL**

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that 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.

Contractor/Proposer/ Bidder Company Name: **AMERICAN GUARD SERVICES, INC.**

Authorized Company Person's Signature: **Gerald Gregory**

Authorized Company Person's Title: **Executive Vice President**

Date: **10/15/2020**

9/15/2020

**BID/PROPOSAL CERTIFICATION**

**Please Note:** It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through [www.BidSync.com](http://www.BidSync.com) prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) **AMERICAN GUARD SERVICES, INC.** EIN (Optional): **954654353**

Address: **1125 W 190TH ST.**

City: **GARDENA** State: **CA** Zip: **90248**

Telephone No.: **4242667684** FAX No.: **424-266-7684** Email: **nabdelshahid@americanguardservices.com**

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**):

Total Bid Discount (**section 1.05 of General Conditions**):

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**): ☐

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
<b>1</b>	<b>10/9/2020</b>				

**VARIANCES:** If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

**N/A**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.



Submitted by:

**Gerald Gregory**  
Name (printed)

**10/15/2020**  
Date

**Gerald Gregory**  
Signature

**Executive Vice President**  
Title

Revised 4/28/2020