

**Agreement For Project Services
Between The City Of Redondo Beach
And American Guard Services, Inc.**

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and American Guard Services, Inc., a California Corporation ("Contractor" or "Consultant").

The parties hereby agree as follows:

- A. Description of Project or Scope of Services. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".

Agreement. This Agreement consists of this document and all attached exhibits, which are incorporated herein by reference:

- a. Exhibit "A": Scope of Work
- b. Exhibit "B": 2021 Request for Proposals
- c. Exhibit "C": Contractor's Proposal
- d. Exhibit "D": Time of Performance
- e. Exhibit "E": Compensation
- f. Exhibit "F": Insurance Requirements
- g. Exhibit "G": Terms for Compliance with California Labor Law
- h. Exhibit "H": FTA Required Contract Clause Certification and FTA Contract Clauses

Notwithstanding the foregoing, any language in Exhibit "B" and Exhibit "C" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement. In the event of a conflict among the provisions of the foregoing documents, the provisions of this Agreement shall govern, then, in alphabetical order, the provisions of Exhibits "A", "B", "C", "D", "E", "G", and "H". Exhibit "F" shall stand alone.

- B. Scope of Services. Contractor is to perform all the services set forth in Exhibit "A", Scope of Work, as amended by any Addenda.

- C. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "D".
- D. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "E".

* * * * *

GENERAL PROVISIONS

- 1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
- 2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.
- 4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by

Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.

5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "E", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.
6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Contractor shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Contractor on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Contractor and the City.

8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.
10. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this

Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.

13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.
 - a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

- b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
- a. Federal Standard. Consultant further acknowledges that this is a federally assisted construction contract and that federal labor standards provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts, will be enforced. Consultant understands that in the event of a conflict between the Federal General Wage Decision as established by the United States Department of Labor (available at www.access.gpo.gov/davisbacon/ca.html) and the State General Prevailing Wage Determination as established by the California Department of Industrial Relations (available at <http://www.dir.ca.gov/DLSR/PWD/index.htm>), the higher of the two will prevail.
- b. Prevailing Wages. City and Consultant acknowledge that this project is a public work to which prevailing wages apply. Consultant shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference.
18. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Contractor or twenty-five percent (25%) or more the voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Contractor or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Contractor's assets occurs, which reduces Contractor's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

19. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.
21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.
23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
25. Time of Essence. Time is of the essence of this Agreement.

26. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
30. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
31. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
32. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.
35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 21st day of December, 2021.

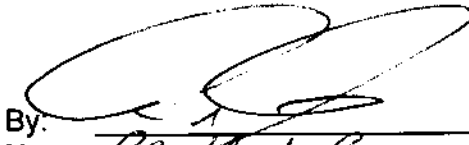
CITY OF REDONDO BEACH,
a chartered municipal corporation

AMERICAN GUARD SERVICES,
a California corporation



William C. Brand, Mayor

Mayor Pro Tem Zein Obagi Jr.

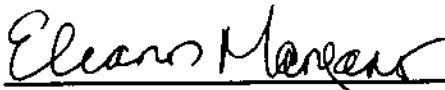


By:

Name: *Gerald A. Garrison*

Title: *Executive Vice President*

ATTEST:



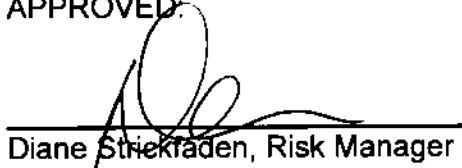
Eleanor Manzano, City Clerk

APPROVED AS TO FORM:



Michael W. Webb, City Attorney

APPROVED:



Diane Strickraden, Risk Manager

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

1. GENERAL REQUIREMENTS

A. The City's expectations for security services are outlined in this solicitation without necessarily describing each individual task in all-inclusive detail; therefore, the Contractor shall understand the task and demonstrate their ability to fulfill the stated requirements in its proposal.

B. The Contractor shall provide all necessary labor, resources, materials, equipment, training, and any other necessary supplies to provide the highest caliber of security services.

C. The contractor shall participate in coordinating activities and serve as a liaison to the City Transit Division, local transit operator field staff, Redondo Beach Police Department (RBPd), Redondo Beach Fire Department (RBFd), and related public safety and fire agencies as needed.

D. The Contractor shall adhere to all Occupational Safety and Health Administration (OSHA) & City safety standards while on the RBTC property performing services. In addition, the Contractor shall adhere to Center for Disease Control (CDC), State and County Department of Health guidelines, as well as local requirements as it relates to COVID-19.

E. The Contractor shall have adequate staff and reserve staff to provide security guard service 365 days a year.

F. The Contractor shall provide Security Services to patrol bus bays, property perimeter, pedestrian areas, parking lot, kiss and ride lot, bike facilities, and restrooms to minimize trespassing, vandalism, and exposure to liability, manage lost and found property, as well as other related services determined by the City Liaison.

G. The Contractor's security personnel may use the closed-circuit television cameras (CCTV) video feed as an additional resource to monitor the Transit Center property. Security personnel may view the Transit Center activities and monitor the property from the CCTV feed. Incidents viewed on the CCTV feed shall be reported to the City Liaison and RBPd as needed.

1. TRANSIT PROPERTY OPERATIONS

1. Location:

Redondo Beach Transit Center
1521 Kingsdale Avenue
Redondo Beach, CA 90278

2. Security Hours of Operation:

RBTC operates daily from 6:00 a.m. to 12:30 a.m.

Security personnel Schedules:

3.

Security personnel to be on-site daily from 6 a.m. to 12:30 a.m. Each shift must be staffed throughout the duration of a shift, requiring additional relief for meals and breaks.

Annual Service Hours, see chart below:

RBTC Security Annual Service Hours				
	Weekday	Saturday	Sunday	Total Annual Hours
Daily	18.5 hours	18.5 hours	18.5 hours	
Annual	4,717.5	1,017.5	1,017.5	6,752.5

4. Holidays:

City designated holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Contractor shall provide security services on all Holidays.

1. **CONTRACTOR RESPONSIBILITIES**

1. Transition and Start-Up Plan

The Contractor shall submit a comprehensive and detailed Transition and Start-up Plan, with detailed information specific to RBTC upon contract approval.

a. A Transition and Start-up Plan should describe the activities and procedures that will be followed to ensure the smooth transition and start-up of the service. The plan should also document staff recruitment and training, implementation, acquisition of necessary equipment, permits, licenses, and any other activities required to support the project.

b. An identification of the specific issues that need to be addressed in the start-up, and the plan for addressing those issues, to ensure

continuous, reliable, safe and courteous security services beginning on the Commencement Date.

c. A Transition and Start Up Schedule in Microsoft Excel format with specific and detailed chronology, calendar and timelines, and milestones identifying key events in the implementation of the schedule.

2. Staffing Plan:

a. The final staffing plan shall include naming a Project Manager, Key Personnel, Security Supervisors/Administrators, and Security Ambassadors. The plan shall include name, classification, and hours for all proposed personnel who are a part of this Contract.

The Preliminary Staffing Plan is as follows:

- I. First shift will be from 6:00 a.m. to 3:00 p.m. with the security officer receiving a scheduled unpaid one-hour meal break during the shift in accordance with California labor laws.
- II. Second shift will be from 3:00 p.m. to 12:30 a.m. with the security officer receiving a scheduled unpaid one-hour meal break during the shift in accordance with California labor laws.
- III. A Break/lunch security officer will cover the one-hour meal breaks. Specifically, the one hour during the first shift to cover the first shift's security officers unpaid one hour lunch break and one hour during the second shift to cover the second shift's security officers one hour lunch (meal) break. This break/lunch security officer will be provided from AGS field supervisors who will be trained on this contract. AGS's National Headquarters is a state-of-the-art "Class A" facility equipped with a multi-million dollar National Dispatch Center, which operates 24 hours a day, seven days a week and includes over 20 marked patrol vehicles operated by AGS field supervisor.
- IV. In regard to the ten-minute breaks afforded to the security officers during their shifts; these will be paid breaks with the security onsite able to respond and on duty.

b. Mr. Joseph Lopez will be the project manager for this project. Mr. Lopez has over 25 years of experience in the security industry. Should Mr. Lopez be unavailable to provide Project Manager

services, a Project Manager with the same qualifications. Mr. Lopez's role shall include the following:

- i. Ensuring quality control;
- ii. Ensuring staffing procedures meet their targets,
- iii. Bring technical, logistical, and technology expertise to the project;
- iv. Connect operations and management needs to the right people; and
- v. Ensuring overall professionalism of the entire security officer force.

b. The plan should include an organizational chart depicting the structure of the regional and local servicing office with all contact information including email addresses, phone numbers and other communication.

c. Verification of qualifications for all Security Personnel, including Project Manager, Key Personnel and Security Ambassadors, as applicable include:

- State License Guard Cards or security certification
- High school diploma or equivalency certificate
- Current First Aid certification card
- Valid CPR certification card
- Resume
- Other

d. Evidence of security background/pre-employment screening (drug testing and employment physical) for required security personnel shall be submitted to the City upon contract approval.

3. Employee Training

The Contractor shall submit an Employee Training Program to assure that training will be fully adequate in scope and content, upon contract approval and updated annually.

- a. Specific training that will be provided for the Proposer's Drug and Alcohol Program manager.
- b. Required Safety and Security Training that will be provided, including annual refresher.
- c. Customer Service and Sensitivity Training that will be provided, including annual refresher.
- d. Training schedule with the number of hours of training and retraining that will be provided for security personnel.

4. Other Staff Requirements

- a. Verification of security personnel whereabouts on site via RFID/GPS tracking system should be available to the City.
- b. Onsite staff inspections at the RBTC facilities shall be conducted as on-site inspection of all posts by the Contractor Supervisor regularly
- c. Telephone calls and email communication from the City Liaison shall be responded to within a reasonable time. Immediate response to City Liaison for emergency telephone calls must be made immediately.
- d. There shall be sufficient staff, at all times, to respond to the City Liaison's request to be at the property within two (2) hours in the event of a natural disaster, civil disturbance, or any other unanticipated event and to fill and or backfill post coverage in the event of scheduled or unscheduled absences for security personnel.
- e. The City Liaison reserves the right to accompany the Contractor supervisor or conduct inspections independently.

1. REPORTS

The Contractor shall provide a list of reports used to manage the Security Services, upon contract approval. On-going reports include the following:

- a. Post orders shall be written and contain complete duty instructions for staffing each individual post, including provisions for handling critical incidents (emergency procedures).
- b. Daily Activity Report (DAR) of all unsafe conditions of property and any accidents or injuries or incidents occurring on the Transit Center property, or in the immediate vicinity, shall be emailed daily to the City Liaison.
- c. Monthly status displaying monthly and year-to-date information detailing incident reports, actions and information requested by the City each month. The report will include, but may not be limited to, the following information: daily activity; accident, crime and incident reports; drug and alcohol tests; training activities; and safety program updates.
- d. Customer Service Report to the City Liaison detailing information (including contact information) for each customer comment, complaint and compliment. Comments, complaints or compliments concerning any aspect of the RBTC should be individually listed by date and subject, and be accompanied by their resolution for comments and complaints.
- e. Safety Reports of all unsafe conditions that may be related to safety hazards or risks at the RBTC or in the immediate vicinity, shall be reported to the City Liaison.
- f. Incident Reports shall be made for any accidents or injuries or emergency incidents and reported to the City Liaison.

7. EQUIPMENT

Contractor shall provide and maintain the necessary equipment to provide Security Services.

- a. An equipment list for Security Ambassadors who fulfill the duties of the security service, i.e., radios, cellular phones, baton, handcuffs etc., shall be submitted upon contract approval.
- b. Contractor shall provide and maintain a complete electronic security personnel monitoring system which is able to track and monitor security personnel in real time indoors, and outdoors. System shall combine GPS and RFID functionality, enabling security personnel to scan interior and exterior checkpoint tags, as well as facilitate real time location reports.
- c. Other innovative equipment that will ensure implementation of the Security Services can be submitted for approval by the City Liaison.
- d. Unarmed security personnel may carry a baton as a defense tool. If a baton is used the security personnel are properly trained and current with re-certification. Batons are not to be utilized as a measure of threat or intimidation, but only in the defense of life.

Prohibited Equipment

Security personnel shall not be permitted to carry or possess any unauthorized equipment such as firearms; ECD Device, knives; chemical agents; or concealed weapons.

Loss, theft or misuse use of any equipment must be reported to the City Project Manager immediately.

8. UNIFORM/APPEARANCE

The Contractor shall be responsible for providing all uniforms and submit the standard uniform for approval, upon contract approval. At any and all times while in City service, all security personnel and supervisors are required to wear a complete uniform and to be fully equipped.

- a. Contractor is required to provide all equipment and uniforms for security personnel.
- b. Uniforms must be managed by the Contractor to ensure that it is clean, free of wrinkles, and worn in a manner to present a professional appearance.
- c. Standards for appearance of its security officers, may be included in the Staffing Plan and/or Post Orders.
- d. All Security personnel approved for the contract shall maintain compliance with the California Code, Business and Professions code 7582.26 and City standards.

9. COORDINATION WITH POLICE AND FIRE

Although Post Orders are important guidelines, direction from police, fire, emergency authorities, as well as the City Liaison take precedence.

Contractor shall report to City Liaison immediately any incident requiring police, fire or EMS involvement.

Security Officers/Transit Ambassadors shall be in communication with Contractor headquarters and/or Field Supervisor and shall have mobile communication capability to contact RBPD and RBFD if necessary.

Security Officers/Transit Ambassadors on duty will contact the RBPD or RBFD to report any emergency or call to police or fire.

All contract personnel may be subject to on-duty participation in RBPD, RBFD, Metro Transit Authority, or Los Angeles County Sheriff's Department sponsored emergency operations drills and exercises.

10. Invoices

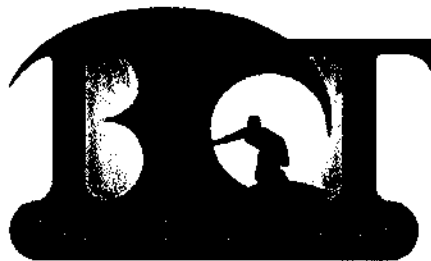
Contractor shall prepare and submit by the 10th day of the following month a monthly report of activities, incidents, issues, etc.; this report shall be in a format acceptable by the City. The monthly invoice shall be included with the report.

EXHIBIT "B"

**CITY OF REDONDO BEACH
COMMUNITY SERVICES DEPARTMENT**

**Request for Proposals
#2122-001**

**City of Redondo Beach
Transit Center Security Services**



**RFP Issued: June 3, 2021
Proposals Due: July 26, 2021**

**Proposals Must Be Delivered To:
City of Redondo Beach – City Clerk
415 Diamond Street, Door 1
Redondo Beach, CA 90277**

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Documents Posted on BCT Website at www.beachcitiestransit.org

- Attachment 9 Proposal Questionnaire
- Attachment 7 Proposal Checklist
- Attachment 8 Addenda Acknowledgement
- Attachment 5A FTA Contract Clause Certifications
- Attachment 5B Certification of Restrictions on Lobbying
- Attachment 5C Prompt Payment Affidavit
- Attachment 5D DBE Utilization Form
- Attachment 5E Proposed DBE Participation
- Attachment 4 Cost Proposal Form
- Attachment 10 Intent to Attend Pre-Proposal Conference

ANNOUNCEMENT OF REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS #2122-001 FOR CITY OF REDONDO BEACH TRANSIT CENTER SECURITY SERVICES

The City of Redondo Beach (City) is soliciting proposals from qualified and experienced contractors to provide on-site transit center unarmed security services located at the Redondo Beach Transit Center. The services consist of implementing measures that protect transit customers, the community, and transportation employees, while keeping the Transit Center operational.

NOTICE IS HEREBY GIVEN that the City of Redondo Beach, California, will receive proposals for performing the following:

City of Redondo Beach – Transit Center Security Request for Proposals (RFP) #2122-001

Proposals will be received by the City Clerk of the City of Redondo Beach, 415 Diamond Street, Door 1, Redondo Beach, California, until 3:00 p.m. PDT on July 26, 2021.

A video pre-proposal conference (optional) is scheduled for 10:30 a.m. PDT, Thursday, June 17, 2021 on Microsoft Teams. Proposers should contact the City at bct@redondo.org by June 11, 2021 if they intend to attend the meeting. Responding individuals will be emailed a Microsoft Teams invitation to participate in the Pre-Proposal Meeting no later than 5:00 p.m. Tuesday, June 15, 2021.

Proposals received after specified date and time will be considered late and returned to the proposer unopened. Each proposal shall include the forms provided in the RFP, and shall be submitted complete, in accordance with the RFP instructions in a sealed package with the proposal number and the name and address of the proposer appearing on the outside of the package. Proposals submitted by telephone, fax, or electronic mail will not be accepted. The City of Redondo Beach reserves the right to reject any and all proposals received and, to the extent permitted by law, to waive any irregularities in any proposal.

The RFP may be obtained by contacting bct@redondo.org, City of Redondo Beach, Transit Division, 1922 Artesia Blvd, Redondo Beach, CA 90278, or at the City website www.beachcitystransit.org or by calling 310-318-0610 x2670.

SCHEDULE

Request for Proposals Issued	June 3, 2021 Proposal documents may be obtained: On-line: www.beachcitiestransit.org By email: bct@redondo.org
Pre-proposal Conference (Optional)	June 17, 2021, 10:30 a.m. Pacific Daylight Time Video-Conference Information on Microsoft Teams. Proposers should contact the City by June 11, 2021 at bct@redondo.org if they intend to attend the meeting to receive meeting invite.
Deadline for Submission of Questions	June 30, 2021, 3:00 p.m. Pacific Daylight Time
Final Addenda and Answers Issued	July 12, 2021
Proposals Due	July 26, 2021, 3:00 p.m. Pacific Daylight Time City of Redondo Beach – City Clerk 415 Diamond Street, Door 1 Redondo Beach, CA 90277 Attention: Joyce Rooney Transit Center Security Services Proposal #2122-001
Interview Period	Week of August 9-12, 2021
Agreement Award By City Council	September 7, 2021
Notice to Proceed	September 13, 2021
Start of Service	Upon Completion of Construction

SECTION 1 INFORMATION FOR PROPOSERS

The City of Redondo Beach (City) is soliciting proposals from qualified and experienced contractors to provide on-site transit center unarmed security services located at the Redondo Beach Transit Center.

SUBMISSION OF PROPOSAL

Proposals shall be submitted at the Redondo Beach City Hall, City Clerk's Office, 415 Diamond Street, Door 1, Redondo Beach, CA 90277, by **3:00 p.m. (Pacific Daylight Time) on July 26, 2021**. Any proposal not received prior to the time set forth in the Request for Proposal (RFP) or an addendum is subject to disqualification. Any late proposal will be returned unopened.

Every proposal must be signed by the person or persons legally authorized to bind the proposer to an agreement. Upon request of the City, the corporation or other entity will provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute agreements on behalf of the corporation or other entity.

PROPOSAL FORMAT

Proposals shall be submitted in three-ring binders and must include one original, so marked, five copies, marked "Copy," and one electronic copy on a flash drive. The total proposal package must be sealed and clearly marked on the outside; type or print on the envelope "Transit Center Security Proposal #2122-001" followed by the date and time of the proposal submittal deadline, and the proposer's name and address.

Proposals shall comply with the requirements detailed in Section 2 Required Proposal Format of the RFP. Incomplete proposals will be rejected. Incorrectly ordered proposals, proposals lacking required quantity of copies, or proposals with other deficiencies may also constitute cause for rejection.

OPENING OF PROPOSALS

Proposals will be opened and evaluated by the City after the submittal deadline. Proposals will not be opened publicly and the City will endeavor to keep the proposals confidential until a preferred proposer is recommended to the City Council. No information contained in any proposal or information regarding the number or identity of Contractors will be made available at any time during the selection process.

RIGHT OF REJECTION BY CITY

The City of Redondo Beach expressly reserves the right, at its sole discretion, to reject any and all proposals or any part of any proposal, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the City may deem in its best interest. In the event of any such rejection, the City shall not be liable for any costs incurred in connection with the preparation and submittal of a proposal. The City also reserves the right to waive any informalities in conjunction with the proposals.

ACCEPTANCE OF PROPOSALS

Within one hundred-eighty (180) days after the final submittal deadline for proposals, the City will act upon them. The highest-ranking firm (as determined by the Staff Evaluation Committee) will be requested to enter into negotiations to produce an Agreement for Services. The City reserves the right to terminate negotiations, without any cost to the City, in the event it deems progress toward a contract to be insufficient. In that event, negotiations will commence with the second highest ranking firm.

ACCEPTANCE PERIOD

All proposals shall be firm offers and the proposal shall be valid for 180 days after the RFP submission deadline set forth in Section 1.

SOLE POINT OF CONTACT

Proposers must direct all questions, clarifications, request for information, etc. regarding the RFP in writing to the bct@redondo.org email address or contact Joyce Rooney at 310-318-0610 x2670. Proposers may not contact other City officials or staff regarding this RFP.

QUESTIONS

All questions regarding the meaning or intent of the information provided in this RFP, including procedure, specifications, and contract provisions, shall be submitted to the City contact, shown below, in writing via e-mail no later than **3:00 p.m. Pacific Daylight Time, June 30, 2021**.

Any change in the RFP or its requirements will be made by the City by issuance of an addendum which will be sent to all recipients of the RFP, and such addendum shall be a part of the RFP requirements. The City will not be responsible for any oral interpretation of the RFP. Questions shall be addressed to:

CITY OF REDONDO BEACH
Community Services Department Transit Division
1922 Artesia Boulevard
Redondo Beach CA 90278
Attention: Joyce Rooney - Transit Center Security RFP #2122-001
Email: bct@redondo.org

The City will not respond to questions received after the deadline. Responses to the questions will be posted on-line at www.beachcitiestransit.org and emailed to proposers. Proposers should email bct@redondo.org to acknowledge their interest in receiving responses to questions and other updates. All communication regarding this RFP between the City and proposers will be documented and distributed simultaneously to all proposers. Proposers may not contact other City officials or staff regarding this RFP.

OPTIONAL PRE-PROPOSAL CONFERENCE

A video pre-proposal conference will be held Thursday, June 17, 2021 at 10:30 a.m. on Microsoft Teams. Please note that not all items or questions brought up during the conference will necessarily be released in an addendum. Proposers should contact the City via email at bct@redondo.org if they intend to attend the meeting by June 11, 2021.

Use Attachment 10, or the form below to indicate your Intent to attend the Pre-Proposal Conference. It may be copied into an email response to bct@redondo.org. Additional information and Addendum communications will be delivered to the contacts provided in the form.

Proposer Company Name:	
Proposer representative name, telephone number and email address:	
Proposer representative name, telephone number and email address:	
Proposer representative name, telephone number and email address:	
# of people who will attend the Pre-Proposal Conference:	

SELECTION PROCESS

The selection process will be governed by the following rules:

A. Adherence to Format

A proposal must adhere to the format outlined in Section 2 Required Proposal Format of this RFP in order to be evaluated by the City. Each response should be specifically addressed to the applicable section of the RFP.

B. Evaluation by Staff Committee

Evaluation of the proposals will be made by a Staff Evaluation Committee. Evaluation Criteria which the Committee will utilize, but not be limited to, is shown in Attachment 6. The City may utilize the services of appropriate experts to assist in the evaluation process.

C. Oral Interview/Demonstration

The City may, at its option, invite one or more of the highest-ranking firms to make a verbal presentation and demonstration to the Staff Evaluation Committee.

EVALUATION CRITERIA

Selection will be made on a best qualified basis. Criteria for selection will include, but not be limited to: proposal methodology/approach; qualifications and related experience; delivery of tasks; implementation/schedule; and cost/cost effectiveness. Refer to Attachment 6 for the Evaluation Criteria. Agreement award will be based on a combination of factors that represent the best overall value for completing the work scope as determined by the City.

The Evaluation Committee may also contact and evaluate a proposer's and sub-contractor's references; contact any proposer to clarify any response; contact any current users of a proposer's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

ACCEPTANCE OF TERMS AND CONDITIONS/SPECIFICATIONS

The proposal submitted will be the basis for the Agreement for Contract Services. Submission of a proposal shall constitute acknowledgement and acceptance of all the terms and conditions contained in this RFP, including Attachments and Addenda, unless otherwise specified in the proposal. Refer to Attachment 11 Sample Agreement for terms and conditions.

PROTEST PROCEDURES

CITY policy requires that all prospective contractors be accorded fair and equal consideration in the solicitation and award of contracts. To that end, any interested party shall have the right to protest alleged inequities in the procurement process and to have its issues heard, evaluated and resolved administratively. "Interested party" is defined as an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by failure to award a contract.

Each solicitation above the small purchase threshold as defined herein shall contain, as part of the instructions to bidders/offerors, the following notice:

CITY policy and procedure for the administrative resolution of protests is set forth in Attachment 1, Protest Procedure Process in compliance with Federal Transit Administration FTA requirements. FTA will only review protests regarding matters that are primarily of Federal concern.

PUBLIC RECORDS ACT

Responses to this RFP become the exclusive property of the City of Redondo Beach. At such time as the originating department recommends a contractor to the City Council and said staff report appears on the City Council agenda, all unreturned proposals shall be treated as public records and shall be subject to the Public Records Act with the exception of those elements of each proposal which are defined by the contractor as business or trade secrets and plainly marked as "Trade Secret", "Confidential" or "Proprietary". Each element of a proposal which a contractor desires not to be considered a public record

must be clearly marked as set forth above, and any blanket statement (i.e. regarding entire pages, documents or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is required or permitted under the California Public Records Act or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

COST OF PREPARATION OF PROPOSAL

Proposal submitters are responsible for all costs incurred in the preparation and the submittal of the proposal.

COMPENSATION

City shall compensate Contractor on a monthly basis in arrears for performance of the services provided as specified in Attachment 2 Scope of Services, of this RFP. Compensation details will be provided and detailed in the award agreement. Proposers may include a proposed modified Payment Schedule for the City's consideration.

OBTAINING DATA

It shall be the contractor's sole responsibility to obtain all data necessary to complete work in a timely manner. The City will make available any data in its possession which is relevant to the project upon the contractor's request.

PERMITS AND RESPONSIBILITIES

Prior to commencing work or performing any phase of work, the contractor shall, at its own expense, obtain a City of Redondo Beach business license. Information on the cost of the license can be obtained from the City Financial Services Department, (310) 318-0603.

INSURANCE, ENDORSEMENTS, AND CERTIFICATE

Prior to commencing work or performing any phase of work, contractor will be required, at its own expense, to provide the City with certificates of insurance. Insurance requirements are listed in Attachment 11 Sample Agreement.

NONDISCRIMINATION

The contractor, with regard to the work performed by it during the contract, will be required to agree not to discriminate on the grounds of race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry in any activity pursuant to this Agreement.

APPROVAL OF SELECTION AND AWARD OF AGREEMENT

This procurement will comply with all applicable City procurement policies and procedures. Contractor selection is subject to approval by the Redondo Beach City Council. Evaluation factors as outlined above will be applied to all eligible, responsible, and responsive proposers in comparing proposals and selecting the successful proposal. The City is not obligated to accept the lowest cost proposal, but will make an award in its best interests after all factors have been evaluated. Therefore, proposals should be submitted in the most-favorable terms.

The Staff Evaluation Committee will select a proposer with which the City will negotiate an agreement, (based on Attachment 11, Sample Agreement) that will be recommended to the City Council for review and approval. Award of an Agreement will be contingent upon the successful negotiation of final agreement terms. Negotiations will be confidential and not subject to disclosure to competing proposers. If agreement negotiations cannot be concluded successfully with the selected firm, the City may negotiate an agreement with other proposers or withdraw the RFP.

PERIOD OF AGREEMENT

The City seeks proposals for a three-year agreement with two (2) one-year extensions at the option of the City.

FEDERAL FUNDING

The Redondo Beach Transit Center has been funded using Federal Transit Administration (FTA), therefore the Contractor shall comply with all federal regulations, as described in Attachment 5 Federal Transit Administration (FTA) Required Clauses and Certifications, and which are herein incorporated by reference and made a part of the Agreement.

SECTION 2 REQUIRED PROPOSAL FORMAT

PROPOSAL INCLUSIONS

Proposals shall be provided in an 8-1/2" x 11" format and be submitted in three-ring binders or in bound booklets, one original, so marked, and five (5) copies, marked "Copy," and one electronic copy on a flash drive. If documentation provided is incomplete, the Proposer may be considered non-responsive and ineligible for award of contract. Proposals must include the following:

1. Cover Letter. Each proposal will include a cover letter that identifies the contractor, address, phone number, email and individual who is authorized to negotiate and respond to any questions. If the proposal is submitted on behalf of a team, identify the companies comprising of that team. The cover letter must include the original signature of an individual with the authority to negotiate on behalf of, and to contractually bind, the proposer. The cover letter should also highlight major elements of the proposer's qualifications and proposal.

The cover letter must also provide a statement that the proposal is valid for 180 days after the RFP submittal deadline.

2. Table of Contents. Immediately following the cover page, each proposer must include a Table of Contents identifying the various sections in the proposal along with the applicable page numbers. All pages in the proposal are to be numbered sequentially.
3. Technical Approach/Work Plan. Provide a detailed narrative addressing the technical approach/work plan proposed to perform the work described in Attachment 2 Scope of Service requirements, and demonstrating the understanding of and ability to meet City's needs and requirements.
 - a. Describe the approach and work plan for completing the tasks specified in the Scope of Service to ensure service quality. Provide detail including use of personnel, shift and staffing plans, and procedures for supervision, schedules, lunch and other breaks for security staff, and related staff issues.
 - b. Discuss proposed operational programs and methods, including but not limited to hiring procedures, recordkeeping methods; training and evaluation; drug testing policy and other related information particular to providing security for this site. Examples – Provide samples of reporting system, post orders, field photos, equipment and other relevant information to illustrate the company's capabilities for security services.
 - c. Explain the Implementation Plan that outlines sequentially the activities that need to be undertaken to complete the tasks and specify who in the firm would perform them if applicable. Include a project implementation timeline, with details about staffing, recruiting, equipment, expenses, and management.

- d. Describe in detail the proposed electronic security personnel monitoring system intended to use during the performance of this contract. Proposed system shall provide reports that document patrols, and confirms that security officers are performing as expected.
 - e. Submit a detailed breakdown of all the elements that make up the "Rate per Hour" for Security Services (Security officer's hourly rate, benefits, other direct/indirect costs, overhead and profit). The total rate shall be provided in the Price Forms.
4. Proposer Qualifications. Provide a description of the overall history and qualifications of the Proposer. Proposers should describe the history of the contractor, including the size, location of offices, years in business, contract terminations, and name of owner(s). Describe contractor's specialties and strengths and highlight any particular qualifications or experience that differentiates the Proposer from its competitors.
 5. Related Experience. Provide a description of experience of the Project Team with similar projects. Detail experience implementing the type of security program services as outlined in Attachment 2 Scope of Services. List all clients (with addresses and telephone numbers) for whom the proposer has performed similar services within the last 5 years, describe each of these services and include dates of operation.
 6. Proposed Staff Qualifications. Provide a summary of qualifications for all personnel to be involved in the contract, including any sub-contractors, and state the specific role for each. Provide the estimated annual dollar amount of participation by each contractor, whether they are certified as a Disadvantaged Business Enterprise (DBE) and by what agency. Provide a project organizational chart identifying names and titles of the management personnel and other key personnel to be assigned.

The Project Manager shall have a minimum of three (3) years transit security experience, including at least one (1) year of supervisory experience. A Security Supervisor/Administrator shall have a minimum of one (1) year supervisory experience. Identify and provide a detailed resume for the Project Manager and all Security Supervisors/Administrators, including dates of previous employment. Resumes of other key personnel and the percentage of time dedicated to this contract should also be provided.
 7. Program Implementation. Proposer may include new ideas to improve the Transit Center Security Program.
 8. References. Provide no less than three (3) references of publicly-funded transit clients similar in scope, over the last 5 (5) years. For each reference, provide the following:
 - Name of the agency, address, contact person and title, email address and phone number;
 - Contract amount
 - Term or period of time; and

- Brief description of the work provided.

9. Financial Statements. Provide audited financial statements or financial reviews for the past two years. Financial statements or reviews must provide a thorough summary of the financial stability and capacity of the proposing contractor and its parent company, if any. If financial statements are to be treated as confidential, provide in a separate envelope and mark as "Confidential."
10. Cost Proposal Itemized Form. Proposers are required to complete Attachment 4 Cost Proposal Itemized Form. Comments may be provided to explain or describe each line item. The specific fees and charges will be negotiated with terms and conditions in a contractor agreement after final selection of the contractor.
11. Required Forms. Proposers are required to complete Attachment 4 Cost Proposal Forms, Attachment 5 Federal Transit Administration Requirement Certifications, including DBE documents, Attachment 7, Checklist Form, Attachment 8, Addenda Acknowledgement Form, and Attachment 9, Proposer Questionnaire.

SECTION 3 ATTACHMENTS

Attachment 1	Protest Procedures Process
Attachment 2.	Scope of Services
Attachment 3.	RBTC Office Facilities and Site Plan
Attachment 4.	Cost Proposal Forms
Attachment 5.	Federal Transit Administration Requirements & Certifications
Attachment 6.	Proposal Evaluation Criteria
Attachment 7.	Checklist Form
Attachment 8.	Addenda Acknowledgement Form
Attachment 9.	Proposer Questionnaire
Attachment 10	Intent to Attend Pre-Proposal Conference
Attachment 11	Sample Agreement

Attachment 1 Protest Procedure Process

Submittal Procedures

An interested party wishing to protest a matter involving a proposed procurement or contract award shall file a written submission with the Department Director or designee by certified mail or other delivery method by which receipt can be verified. Electronic submission of protests is not acceptable unless an original signed copy of the protest is received by the Director within 24 hours (not including weekends and holidays) after receipt of the electronic copy. The Director may, however, permit the electronic provision of supplemental information after the initial protest submittal. The protest shall include, at a minimum:

- (a) The name and address of the protesting party and its relationship to the procurement sufficient to establish that the protest is being filed by an interested party;
- (b) Identity of the contact person for the protestor, including name, title, address, telephone, fax and e-mail addresses. If the contact point is a third party representing the protestor, the same information must be provided, plus a statement defining the relationship between the protestor and the third party;
- (c) Identification of the procurement;
- (d) A description of the nature of the protest, referencing the portion(s) of the solicitation involved;
- (e) Identification of the provision(s) of any law, regulation, or other governance upon which the protest is based;
- (f) A complete discussion of the basis for the protest, including all supporting facts, documents or data;
- (g) A statement of the specific relief requested; and
- (h) A notarized affirmation by the protestor (if an individual) or by an owner or officer of the protestor (if not an individual) as to the truth and accuracy of the statements made in the protest submittal.

The protestor is solely responsible for the completeness and validity of the information provided. Any documents relevant to the protest should be attached to the written submission. Documents which are readily available on the Internet may be referenced with an appropriate link.

Protests shall be submitted in accordance with the requirements of this chapter and any directions included in the solicitation, and shall be addressed to the Department Director or designee. Unless otherwise specified in the solicitation, the written protest shall be accompanied by an electronic copy USB flash drive in PDF format. In case of a variance in the content of the written and USB flash drive submittals, the written version shall prevail.

The Project Manager, or an assigned alternate CITY manager in cases where the conduct of the Project Manager for the procurement is called into question, shall conduct the administrative processing of protests filed with CITY, and shall be responsible for the processing, documenting a protest, and recommending a decision to the Department

Director or designee. The Department Director or designee shall request legal counsel to review and advise concerning any legal issues involved in a protest.

The Department Director or designee shall be responsible for overseeing the decision process and for the content of the decision. The Director shall ensure that all relevant parties within CITY have been involved in the decision-making process and shall, as circumstances require, obtain the concurrence of the City Manager or other personnel in a decision prior to its issuance.

CITY may decide a protest solely upon the written submission. The protest submission should, therefore, include all materials necessary to support the protester's position. Additional or supplemental materials may only be submitted at the request of, or with the permission of, the Department Director or designee.

If the procurement uses federal funds, a notice of receipt of a protest must be given to the appropriate regional office of the Federal Transit Administration (FTA). The form of notice may be specified by the regional office.

Protests of the Solicitation Process

A protest related to the technical scope or specification, terms, conditions, or form of a solicitation must be received no later than ten (10) working days prior to the date established for opening of bids or receipt of proposals; if the protest addresses an amendment to the solicitation, it must be received no later than ten (10) working days prior to the date established for opening bids or receipt of proposals or five (5) working days after the date of issuance of the amendment, whichever is later; in no event, however, may a protest of this nature be submitted after bids or proposals are received. The protest must conform in all respects to the requirements set forth above.

Upon receipt of such a protest, the Department Director or designee shall notify all prospective offerors and other known interested parties of the receipt and nature of the protest, and shall post a notice of the protest on CITY's procurement web page. Unless the Department Director or designee determines that delay will be prejudicial to the interest of CITY or that the protest patently lacks substantial merit, the solicitation process will be extended pending resolution of the protest.

Protests will be considered and either denied or sustained, in part or in whole, by the Department Director or designee in writing. A written decision specifying the grounds for sustaining all or part of or denying the protest will be transmitted to the protestor prior to the receipt of bids or proposals in a manner that provides verification of receipt.

A notice of the decision shall be provided to all parties given notice of the protest, and posted to CITY's procurement web page.

Should the protest be upheld in whole or in substantial part, the Project Manager may either (1) amend the solicitation to correct the document or process accordingly; or (2) cancel the solicitation in its entirety. If the solicitation is amended, the time for receipt of

bids or proposals shall be equitably extended to permit all participants to revise their bids or proposals to reflect the decision. If the protest is denied, the solicitation shall proceed as if the protest had not been filed, unless the protester pursues the protest with the Federal Transit Administration (FTA), or otherwise appeals the decision of the Department Director or designee, as defined below.

Protests received by CITY after the time periods specified above shall be considered untimely and may be denied on that basis unless the Department Director or designee concludes that the issue(s) raised by the protest involves substantial prejudice to the integrity of the procurement process.

Protests of the Evaluation Process

All bidders/proposers will be notified of the recommended award, upon a determination by Project Management staff of a recommendation to be made to the City Manager, or the City Council, as appropriate. This notice will be transmitted to each proposer at the address contained in its proposal form, and shall be posted on the procurement page of the CITY website. Transmittal may be by electronic means or by hard copy. Any proposer whose proposal is valid at the time of the staff determination may protest the recommended award on one or more of the following grounds:

- (a) That the recommended awardee does not meet the requirements of the solicitation;
- (b) That the bid or proposal recommended for acceptance does not meet the criteria of the solicitation or award; and
- (c) That the evaluation process conducted by CITY is improper, illegal, or the decision to recommend award is arbitrary and capricious.

The protest must conform in all respects to the requirements set forth above. The protest must be received by CITY at the address specified in the solicitation, no later than five (5) calendar days after the date such notification is publicly posted or sent to the bidder or proposer, whichever is earlier. A written decision stating the grounds for allowing or denying the protest will be transmitted to the protestor and the proposer recommended for award in a manner that provides verification of receipt. Such decision shall be final, except as provided in the Appeals section below or by applicable law or regulation.

Evaluation of Protests

A protest decision should ordinarily be written and published within ten (10) working days of receipt of the protest. The Department Director or designee may extend the response period if additional time is required to gather and evaluate information necessary for the decision or for other good cause.

Upon receipt of a protest, the Project Manager shall notify parties involved in the procurement as identified above, and such CITY personnel or others as may be appropriate or necessary to determine the validity of the protest. Copies of the protest submittal, or portions thereof, may be provided to the notified parties as appropriate. The Department Director or designee may request additional written information from the protestor or other parties, as necessary to determine the validity of the protest. A formal

or informal hearing may be held. If a formal hearing is held, testimony shall be given under oath and a transcript or electronic recording of the proceeding shall be made; the transcript or recording shall be provided to the protestor and made part of the protest record.

The Department Director or designee shall redact from any submission under the protest process information which has been identified as proprietary, and which, in his/her judgment, is protected from disclosure under the State Public Records Act prior to furnishing such submission to any other party, unless the person furnishing the information consents, in writing, to distribution of the information to other interested parties.

Decision

Upon receipt and evaluation of all relevant information, including any pertinent law or regulations, the Department Director or designee shall prepare a decision. The decision will contain four parts:

- I. SUMMARY – Describes briefly the protesting party, the solicitation involved, the issues(s) raised, and the decision.
- II. BACKGROUND – Describes in more detail the history of the solicitation and the procurement events leading to the protest, the date the protest was received, and the process by which it was evaluated.
- III. DISCUSSION - Identifies the issue or issues raised by the protestor, and the factors considered in reaching a decision, and the rationale for the decision.
- IV. DETERMINATION - States the decision and any remedy or subsequent action, e.g. cancellation of the procurement, resulting from it. Ordinarily, each issue raised in the protest will be discussed separately in Parts III and IV.

Decisions shall be signed and issued by the Department Director or designee. The decision shall be issued to the protestor; other interested parties shall receive either a copy of the decision or a notice of decision, as appropriate. Where appropriate, transmittal may be electronic, followed by hard copy. The protest document, the decision, and all other documentation related to the decision shall be public record except as otherwise provided by the State Public Records Act or CITY's regulations and policies.

Appeals

Decisions of the Department Director or designee may be appealed to the City Manager by the protestor within five (5) working days after the decision is issued to the protestor. The appeal shall be in writing, addressed to the City Manager with a copy to the Department Director or designee, and shall state with specificity the basis for the appeal. The City Manager or designee shall review the written record of the protest and may conduct such further investigation as is deemed necessary or appropriate to reach a decision. The decision of the City Manager will ordinarily be issued within fifteen (15) working days of receipt of the appeal; this time period may be extended if necessary to complete an investigation. The decision of the City Manager shall be final and conclusive, except for such remedies as state or federal law or regulation may provide.

Record of Protest

Upon receipt of a protest, the Project Manager shall establish a separate file in which a complete record of the protest shall be maintained. The file shall constitute a separate portion of the overall procurement file.

The procurement protest file shall include reasonable and adequate documentation of the protest and outcome of the protest. Protest file documentation should be proportional to the size and complexity of the protest. The protest file should, at a minimum, include the following:

- I. The protest, including supporting documentation
- II. Record of determination of protest timeliness
- III. Record of internal distribution of protest
- IV. Record of internal responses to protest
- V. Record of legal review
- VI. Determination and findings, including supporting documentation
- VII. Protester response/appeal
- VIII. Result of appeal
- IX. Notice of cancellation of solicitation, if applicable

Attachment 2 Scope of Services

Security Services for Transit Center

1.0 BACKGROUND

The City of Redondo Beach (City) is located on the coastal edge of Los Angeles County, approximately 20 miles southwest from downtown Los Angeles and seven miles south of Los Angeles International Airport (LAX). The 2020 Census reports a total population of 67,423 people in the City.

Redondo Beach is a full-service city with its own police, fire and public works departments, two public libraries, a performing arts center, 15 parks, 13 parkettes, a large recreational and commercial harbor including King Harbor, a 1,400-slip private craft port; the Redondo Beach Pier and Seaside Lagoon; and public beaches. Redondo Beach Unified School District serves the City of Redondo Beach and consists of eight elementary schools, two middle schools, one high school, one continuation school, and one adult school.

Significant concentrations of employment and retail activity include the northern industrial complex anchored by the Northrop Grumman Corporation campus; the Harbor/Pier area; the South Bay Galleria - a regional mall anchoring the northeast end of the City; and an eclectic mix of specialty shops, restaurants and services known as the Riviera Village area in the south end of the City.

TRANSIT CENTER PURPOSE AND GOALS

The City is soliciting proposals from qualified and experienced contractors to provide on-site transit center unarmed security services located at the new Redondo Beach Transit Center (RBTC). The new location will replace the existing transit center located at Kingsdale Avenue at Artesia Blvd. The services consist of implementing measures that protect transit customers, the community, and transportation employees, while keeping the RBTC operational.

The primary goal for RBTC Security is to ensure the safety of passengers, vehicles, and facilities. RBTC security personnel provide an essential first line of customer service and expected to serve as transit ambassadors representing the City.

The new RBTC is located southwest of the South Bay Galleria (directly south of the Target store) at 1521 Kingsdale Avenue in Redondo Beach, CA 90278. It will serve as an intermodal transit facility servicing the western portion of the South Bay region of Los Angeles County. Regional and local transit bus operators that provide service to the RBTC include: Los Angeles Metro, Beach Cities Transit (BCT), Torrance Transit, GTrans, and the Lawndale Beat.

The RBTC includes 12 bus bays, a passenger waiting area and information center, an automated ticket vending machine, real-time arrival monitors, a driver operator lounge, offices, public and private restrooms, bicycle facilities, and site public artwork. There is a parking lot with 320 parking spaces and a kiss and ride parking lot with 13 parking spaces. The entire site is approximately 6.5 acres in size. The RBTC site plan can be referenced in the Attachment 3.

The transit operators will serve the RBTC during the majority of the day, starting at 5:00 a.m. and ending at 12:15 a.m. as shown in the table below.

Transit Operator's Service Hours at the RBTC

Transit Operator	# Routes	Mon-Fri Service	Saturday Service	Sunday Service
Metro	4	4 a.m.-1 a.m.	4:30 a.m.-1 a.m.	4:30 a.m.-1 a.m.
GTrans	2	6:25 a.m.-9:15 p.m.	6:30 a.m.-6:45 p.m.	6:30 a.m.-6:45 p.m.
Torrance Transit	1	6:20 a.m.-7 p.m.	NA	NA
Lawndale Beat	1	7:20 a.m.-6:11 p.m.	9:00 a.m.-5:40 p.m.	9:40 a.m.-5:20 p.m.
BCT	1	6:30 a.m.-8:00 p.m.	8:25 a.m.-8:45 p.m.	9:30 a.m.-6:30 p.m.

2.0 GENERAL REQUIREMENTS

- 2.1** The City's expectations for security services are outlined in this solicitation without necessarily describing each individual task in all-inclusive detail; therefore, the Contractor shall understand the task and demonstrate their ability to fulfill the stated requirements in its proposal.
- 2.2** The Contractor shall provide all necessary labor, resources, materials, equipment, training, and any other necessary supplies to provide the highest caliber of security services.
- 2.3** The contractor shall participate in coordination activities and serve as a liaison to the City Transit Division, local transit operator field staff, Redondo Beach Police Department (RBPd), Redondo Beach Fire Department (RBFd), and related public safety and fire agencies as needed.
- 2.4** The Contractor shall adhere to all Occupational Safety and Health Administration (OSHA) & City safety standards while on the RBTC property performing services. In addition, the Contractor shall adhere to Center for Disease Control (CDC), State and County Department of Health guidelines, as well as local requirements as it relates to COVID-19.
- 2.5** The Contractor shall have adequate staff and reserve staff to provide security guard service 365 days a year.
- 2.6** The Contractor shall provide Security Services to patrol bus bays,

property perimeter, pedestrian areas, parking lot, kiss and ride lot, bike facilities, and restrooms to minimize trespassing, vandalism, and exposure to liability, manage lost and found property, as well as other related services determined by the City Liaison.

- 2.7** The Contractor security personnel shall use the closed-circuit television cameras (CCTV) video feed as an additional resource to monitor the Transit Center property. Security personnel may view the Transit Center activities and monitor the property from the CCTV feed. Incidents viewed on the CCTV feed shall be reported to the City Liaison or RBPD as needed.

3.0 TRANSIT PROPERTY OPERATIONS

- 3.1** Location:
Redondo Beach Transit Center
1521 Kingsdale Avenue
Redondo Beach, CA 90278

- 3.2** Security Hours of Operation:
RBTC operates daily from 6:00 a.m. to 12:30 a.m.

- 3.3** Security personnel Schedules:
Security personnel to be on-site daily from 6 a.m. to 12:30 a.m. Each shift must be staffed throughout the duration of a shift, requiring additional relief for meals and breaks.

Annual Service Hours, see chart below:

RBTC Security Annual Service Hours				
	Weekday	Saturday	Sunday	Total Annual Hours
Daily	18.5 hours	18.5 hours	18.5 hours	
Annual	4,717.5	1,017.5	1,017.5	6,752.5

- 3.4** Holidays:
City designated holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Contractor shall provide security services on all Holidays.

4.0 CITY RESPONSIBILITIES

- 4.1** The City point of contact (City Liaison) for the term of this contract shall be the Transit Manager or their designee.

- 4.2** The City Liaison(s) shall be responsible for monitoring the contract to ensure that Contractor meets high professional standards, projects a professional and alert demeanor and responds effectively to security-related concerns.
- 4.3** The City will provide a shared office with accessible restrooms at the RBTC building.
- 4.4** The City shall provide telephone and internet service to the office.
- 4.5** The City will provide a surveillance system with closed-circuit television cameras (CCTV) linked to the Redondo Beach Police Department (RBPd) and the Security personnel offices as an additional resource to monitor the transit center site and access points.
- 4.6** The City will provide training for Beach Cities Transit service related questions and other customer service issues.

5.0 CONTRACTOR RESPONSIBILITIES

5.1 Transition and Start-Up Plan

The Contractor shall submit a comprehensive and detailed Transition and Start-up Plan, with detailed information specific to RBTC upon contract approval.

- a) A Transition and Start-up Plan should describe the activities and procedures that will be followed to ensure the smooth transition and start-up of the service. The plan should also document staff recruitment and training, implementation, acquisition of necessary equipment, permits, licenses, and any other activities required to support the project.
- b) An identification of the specific issues that need to be addressed in the start-up, and the plan for addressing those issues, to ensure continuous, reliable, safe and courteous security services beginning on the Commencement Date.
- c) A Transition and Start Up Schedule in Microsoft Excel format with specific and detailed chronology, calendar and timelines, and milestones identifying key events in the implementation of the schedule.

5.2 Staffing Plan:

The Contractor shall submit a Final Staffing Plan for all Security personnel, upon contract approval.

- a) A final staffing plan shall include Project Manager, Key Personnel, Security Supervisors/Administrators, and Security Ambassadors shall be

submitted to the City upon contract approval. The plan shall include name, classification, and hours for all proposed personnel who are a part of this Contract.

- b) The plan should include an organizational chart depicting the structure of the regional and local servicing office with all contact information including email addresses, phone numbers and other communication.
- c) Verification of qualifications for all Security Personnel, including Project Manager, Key Personnel and Security Ambassadors, as applicable include:
 - State License Guard Cards or security certification
 - High school diploma or equivalency certificate
 - Current First Aid certification card
 - Valid CPR certification card
 - Resume
 - Other
- d) Evidence of security background/pre-employment screening (drug testing and employment physical) for required security personnel shall be submitted to the City upon contract approval.

5.3 Employee Training

The Contractor shall submit an Employee Training Program to assure that training will be fully adequate in scope and content, upon contract approval and updated annually.

- a) Specific training that will be provided for the Proposer's Drug and Alcohol Program manager.
- b) Required Safety and Security Training that will be provided, including annual refresher.
- c) Customer Service and Sensitivity Training that will be provided, including annual refresher.
- d) Training schedule with the number of hours of training and retraining that will be provided for security personnel.

5.4 Other Staff Requirements

- a) Verification of security personnel whereabouts on site via RFID/GPS tracking system should be available to the City.
- b) Onsite staff inspections at the RBTC facilities shall be conducted as on-site inspection of all posts by the Contractor Supervisor regularly
- c) Telephone calls and email communication from the City Liaison shall be responded to within a reasonable time. Immediate response to City Liaison for emergency telephone calls must be made immediately.

- d) There shall be sufficient staff, at all times, to respond to the City Liaison's request to be at the property within two (2) hours in the event of a natural disaster, civil disturbance, or any other unanticipated event and to fill and or backfill post coverage in the event of scheduled or unscheduled absences for security personnel.
- e) The City Liaison reserves the right to accompany the Contractor supervisor or conduct inspections independently.

6.0 REPORTS

The Contractor shall provide a list of reports used to manage the Security Services, upon contract approval. On-going reports include the following:

- a) Post orders shall be written and contain complete duty instructions for staffing each individual post, including provisions for handling critical incidents (emergency procedures).
- b) Daily Activity Report (DAR) of all unsafe conditions of property and any accidents or injuries or incidents occurring on the Transit Center property, or in the immediate vicinity, shall be emailed daily to the City Liaison.
- c) Monthly status displaying monthly and year-to-date information detailing incident reports, actions and information requested by the City each month. The report will include, but may not be limited to, the following information: daily activity; accident, crime and incident reports; drug and alcohol tests; training activities; and safety program updates.
- d) Customer Service Report to the City Liaison detailing information (including contact information) for each customer comment, complaint and compliment. Comments, complaints or compliments concerning any aspect of the RBTC should be individually listed by date and subject, and be accompanied by their resolution for comments and complaints.
- e) Safety Reports of all unsafe conditions that may be related to safety hazards or risks at the RBTC or in the immediate vicinity, shall be reported to the City Liaison.
- f) Incident Reports shall be made for any accidents or injuries or emergency incidents and reported to the City Liaison.

7. EQUIPMENT

Contractor shall provide and maintain the necessary equipment to provide Security Services.

- a) An equipment list for Security Ambassadors who fulfill the duties of the security service, i.e., radios, cellular phones, baton, handcuffs etc., shall be submitted upon contract approval.
- b) Contractor shall provide and maintain a complete electronic security personnel monitoring system which is able to track and monitor security

personnel in real time indoors, and outdoors. System shall combine GPS and RFID functionality, enabling security personnel to scan interior and exterior checkpoint tags, as well as facilitate real time location reports.

- c) Other innovative equipment that will ensure implementation of the Security Services can be submitted for approval by the City Liaison.

8. UNIFORM/APPEARANCE

The Contractor shall be responsible for providing all uniforms and submit the standard uniform for approval, upon contract approval. At any and all times while in City service, all security personnel and supervisors are required to wear a complete uniform and to be fully equipped.

- a) Contractor is required to provide all equipment and uniforms for security personnel.
- b) Uniforms must be managed by the Contractor to ensure that it is clean, free of wrinkles, and worn in a manner to present a professional appearance.
- c) Standards for appearance of its security officers, may be included in the Staffing Plan and/or Post Orders.
- d) All Security personnel approved for the contract shall maintain compliance with the California Code, Business and Professions code 7582.26 and City standards.

9. COORDINATION WITH POLICE AND FIRE

Although Post Orders are important guidelines, direction from police, fire, emergency authorities, as well as the City Liaison take precedence.

Contractor shall report to City Liaison immediately any incident requiring police, fire or EMS involvement.

Security Officers/Transit Ambassadors shall be in communication with Contractor headquarters and/or Field Supervisor and shall have mobile communication capability to contact RBPD and RBFD if necessary.

Security Officers/Transit Ambassadors on duty will contact the RBPD or RBFD to report any emergency or call to police or fire.

All contract personnel may be subject to on-duty participation in RBPD, RBFD, Metro Transit Authority, or Los Angeles County Sheriff's Department sponsored emergency operations drills and exercises.

10. Invoices

Contractor shall prepare and submit by the 10th day of the following month a monthly report of activities, incidents, issues, etc.; this report shall be in a format acceptable by the City. The monthly invoice shall be included with the report.

EXHIBIT "G"

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and the City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.

4. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

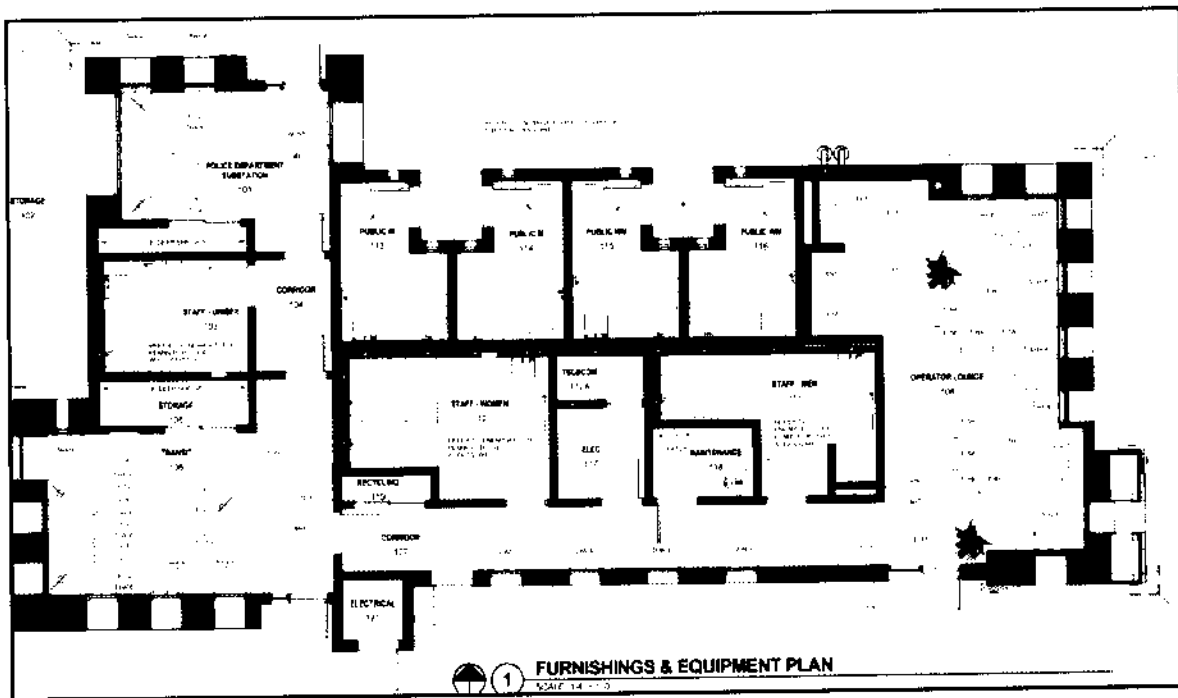
6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section

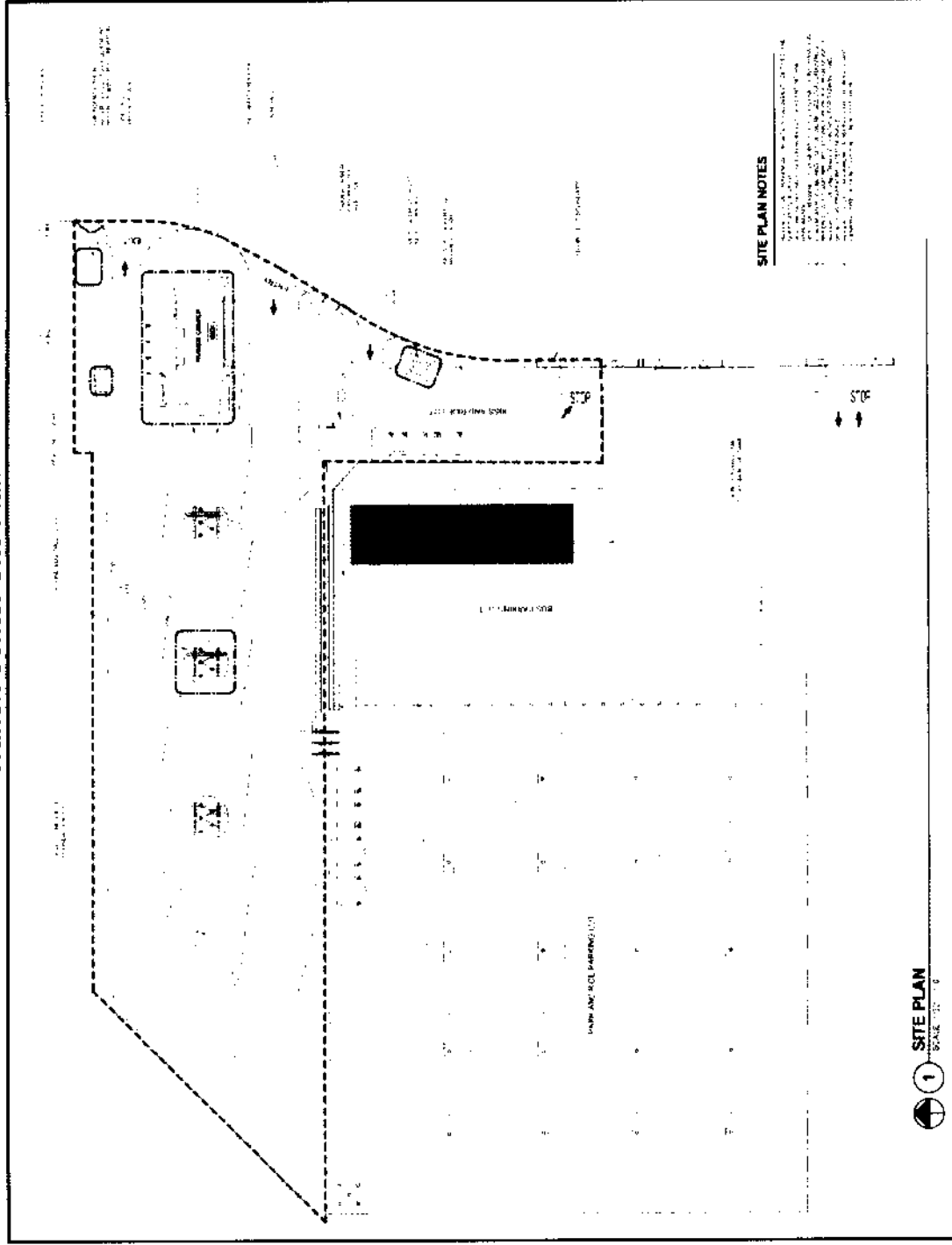
Attachment 3 RBTC Office Facilities and Site Plan

1. The City will provide an office within the RBTC building, which will be furnished with desk, chairs, telephone and computer.
2. The computer and telephone provided by City shall be used for security services purposes only.
 - a. The City will provide access to the CCTV security cameras.
 - b. Unauthorized use of the City supplied computer by Contractor is prohibited.
 - c. Unauthorized use includes, but is not limited to, playing games, personal use, or any other unauthorized use.
3. City shall provide telephone and internet service to this office.
4. The contractor is responsible for keeping the office clean and neat. Failure to do so may jeopardize the contract.
5. At termination of the contract, Contractor shall return the office to the City in the same condition as received except for normal wear and tear. City will withhold the final payment pending office inspection.
6. Contractor shall bear the expense to return the office to City in an acceptable condition.

Transit Center Building Plan



Transit Center Site Plan



Attachment 4 Price Forms for RBTC Cost Proposal

Pricing shall include all costs associated with providing the Security Services for the RBTC including but not limited to, direct labor, medical and other benefits, training, uniforms and other direct costs, indirect costs, profit and overhead, and all other expenses necessary to perform the work. Provide additional narrative detail to explain the prices quoted in the schedules; supplemental pages shall be provided to show all cost details.

Should extra services be operated at the direction of City, Contractor shall be compensated at the Additional Service Rate included in the cost proposal, and that compensation shall be in addition to the Total Annual Cost specified in the Cost Proposal.

- 1. Price Form 1: Total Contract Term**
Provide Total Annual Costs for Base Years and Option Years
- 2. Price Form 2: Annual Cost Sheet Three Year Base Term**
Provide Pay Rates and Line Item Costs for Base Term Years
- 3. Price Form 3: Annual Cost Sheet – Extension Years**
Provide Pay Rates and Line Item Costs for Option Years

Attachment 4 - PRICE FORM 1:

TOTAL CONTRACT TERM

PROPOSER: _____

	<u>Description</u>	<u>Annual Service Hours</u>	<u>Annual Total</u>
Base Year 1	Security Services for RBTC	6,752.50	\$
Base Year 2	Security Services for RBTC	6,752.50	\$
Base Year 3	Security Services for RBTC	6,752.50	\$
	Total Base Term	20,257.50	
Option Year 1	Security Services for RBTC	6,752.50	\$
Option Year 2	Security Services for RBTC	6,752.50	\$
	Grand Total (5 Years):	33,762.50	\$

Attachment 4 - PRICE FORM 2: ANNUAL COST SHEET

THREE YEAR BASE TERM

PROPOSER: _____

LABOR							
PERSONNEL	WEEKLY HOURS	PAY RATES	BILL RATES	HOLIDAY RATE	YEAR 1 Annual Cost	YEAR 2 Annual Cost	YEAR 3 Annual Cost
Security Personnel (1)							
Security Personnel (2)							
Security Personnel (3)							
TOTAL Hours							
* Professional labor rates may vary for 1, 2 and 3				Totals			

BENEFITS							
PERSONNEL	# Employees	Health Benefit \$	Vacation Days	Sick Days	YEAR 1 Annual Cost	YEAR 2 Annual Cost	YEAR 3 Annual Cost
Security Personnel (1)							
Security Personnel (2)							
Security Personnel (3)							
TOTAL Hours							
* Professional benefits may vary for 1, 2 and 3				Totals			

EQUIPMENT						
EQUIPMENT	DESCRIPTION	#Units	Rate	YEAR 1 Annual Cost	Year 2 Annual Cost	Year 3 Annual Cost
Cell Phone						
Tablet						
Other _____						
Other _____						
Other _____						
TOTALS						
			Totals			

Attachment 4 - PRICE FORM 2: ANNUAL COST SHEET
THREE YEAR BASE TERM

Page 2

PROPOSER: _____

OTHER EXPENSES						
EXPENSES	DESCRIPTION	#Units	Rate	YEAR 1 Annual Cost	Year 2 Annual Cost	Year 3 Annual Cost
Uniforms						
Overhead						
Profit						
Other						
Other						
TOTALS						
			Totals			

Additional Service Rates						
EXPENSE	DESCRIPTION		Pay Rate	Bill Rate Year 1	Bill Rate Year 2	Bill Rate Year 3
Security Personnel						
Security Personnel						
Other						
Other						

Attachment 4 - PRICE FORM 3: ANNUAL COST SHEET
TWO YEAR CONTRACT EXTENSION

PROPOSER: _____

LABOR						
PERSONNEL	WEEKLY HOURS	PAY RATES	BILL RATES	HOLIDAY RATE	YEAR 1 Annual Cost	YEAR 2 Annual Cost
Security Personnel (1)						
Security Personnel (2)						
Security Personnel (3)						
TOTAL Hours						
* Professional labor rates may vary for 1, 2 and 3				Totals		

BENEFITS						
PERSONNEL	# Employees	Health Benefit	Vacation Days	Sick Days	YEAR 1 Annual Cost	YEAR 2 Annual Cost
Security Personnel (1)						
Security Personnel (2)						
Security Personnel (3)						
TOTAL Hours						
* Professional benefits may vary for 1, 2 and 3				Totals		

EQUIPMENT					
EQUIPMENT	DESCRIPTION	#Units	Rate	YEAR 1 Annual Cost	Year 2 Annual Cost
Cell Phone					
Tablet _____					
Other _____					
TOTALS					
			Totals		

Attachment 4 - PRICE FORM 3: ANNUAL COST SHEET
TWO YEAR CONTRACT EXTENSION

Page 2

PROPOSER: _____

OTHER EXPENSES					
EXPENSES	DESCRIPTION	#Units	Rate	YEAR 1 Annual Cost	Year 2 Annual Cost
Uniforms					
Overhead					
Profit					
Other					
Other					
TOTALS					
			Totals		

EXPENSE	DESCRIPTION	Units	Pay Rate	Bill Rate Option Year 1	Bill Rate Option Year 2
Security Personnel					
Security Personnel					
Other					
Other					

Attachment 5 FTA Required Clauses and Certifications

1. Incorporation of Federal Transit Administration (FTA) Terms

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

2. Federal Changes

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

3. No Federal Government Obligation to Third Parties.

The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

4. Access to Records and Reports

- 1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- 2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation

or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

- 3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- 4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

5. Fly America

- 1) *Definitions*. As used in this clause:

"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

- 2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- 3) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- 4) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

(End of statement)

- 5) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

6. Clean Water Act and Federal Water Pollution Control Act

- 1) The Contractor agrees;
- 2) It will not use any violating facilities;
- 3) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 4) It will report violations of use of prohibited facilities to FTA; and
- 5) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

7. Energy Conservation

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8. Government-Wide Debarment and Suspension

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- 1) Debarred from participation in any federally assisted Award;
- 2) Suspended from participation in any federally assisted Award;
- 3) Proposed for debarment from participation in any federally assisted Award;
- 4) Declared ineligible to participate in any federally assisted Award;
- 5) Voluntarily excluded from participation in any federally assisted Award; or
- 6) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the Contractor certifies as follows:
The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor or proposer agrees to comply with the

requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Program Fraud and False or Fraudulent Statements and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

10. Lobbying Restrictions

The Contractor certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the

undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

11. Civil Rights Laws and Equal Opportunity

The City is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- 1) **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual

orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- 3) **Age**. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 4) **Disabilities**. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

12. Disadvantaged Business Enterprise (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate, which may include, but is not limited to:

- a) Withholding monthly progress payments;
- b) Assessing sanctions;
- c) Liquidated damages; and/or
- d) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the City's written consent; and that, unless the City's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

1) Overview

It is the policy of the City and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the City to:

- a. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
- b. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
- c. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
- d. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
- e. Help remove barriers to the participation of DBEs in DOT assisted contracts;
- f. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
- g. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The City shall make all determinations with regard to whether or not a Contractor is in compliance with the requirements stated herein. In assessing compliance, the City consider during its review of the Contractor's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the City.

2) Contract Assurance

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City deems appropriate.

3) DBE Participation

For the purpose of this Contract, the City will accept only DBE's who are:

- a. Certified, at the time of bid opening or proposal evaluation, by Los Angeles Metropolitan Transportation Authority, City of Los Angeles, or the California Unified Certification Program (CUCP); or
- b. An out-of-state firm who has been certified by either a local government, state government or Federal government entity

- authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
- c. Certified by another agency approved by the City.

4) DBE Participation Goal

The City of Redondo Beach DBE participation Overall Goal is 21% and the contract goal is 0%. This goal represents those elements of work for FTA-assisted contracting opportunities by the City performed by qualified Disadvantaged Business Enterprises.

Although the City has not established a contract-specific Disadvantaged Business Enterprise (DBE) goal for this FTA federally funded project, bidders are encouraged to take all reasonable steps to obtain DBE participation and ensure that DBEs can fairly compete for and perform on the City's federally funded contracts and subcontracts as set forth in Part 26, Title 49 CFR.

5) Proposed Submission

Each Contractor, as part of its submission, shall supply the following information:

- a. A completed DBE Utilization Form that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
- b. A list of those qualified DBE's with whom the Contractor intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the DBE Participation Schedule. No work shall be included in the Schedule that the Contractor has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Contractor may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the City.
- c. An original DBE Letter of Intent from each DBE listed in the DBE Participation Schedule.
- d. An original DBE Affidavit from each DBE stating that there has not been any change in its status since the date of its last certification.

6) Good Faith Efforts

If the Contractor is unable to meet the goal set forth in the DBE Participation Goal, the City will consider the Contractor's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the City will consider as part of the Contractor's good faith efforts include, but are not limited to, the following:

- a. Documented communication with the City's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
- b. Pre-bid meeting attendance. At the pre-bid meeting, the City generally informs potential Contractors of DBE subcontracting opportunities;
- c. The Contractor's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
- d. Written notification to DBE's encouraging participation in the proposed Contract; and
- e. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Contractor shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

- a. The names, addresses, and telephone numbers of DBE's that were contacted;
- b. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
- c. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

7) Administrative Reconsideration

Within five (5) business days of being informed by the City that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Contractor may request administrative reconsideration. The Contractor should make this request in writing to the City. The City will forward the Contractor's request to a reconsideration official who will not have played any role in the original determination that the Contractor did not document sufficient good faith efforts.

As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Contractor will have the opportunity to meet in person with the assigned reconsideration

official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The City will send the Contractor a written decision on its reconsideration, explaining the basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

8) Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the DBE Participation Schedule without the City's prior written consent. The City may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the City in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section 10 below (Sanctions for Violations).

9) Continued Compliance

The City shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, it will be the responsibility of the Contractor to submit quarterly written reports to the City that summarize the total DBE value for this Contract. These reports shall provide the following details:

- a. DBE utilization established for the Contract;
- b. Total value of expenditures with DBE firms for the quarter;
- c. The value of expenditures with each DBE firm for the quarter by race and gender;
- d. Total value of expenditures with DBE firms from inception of the Contract; and
- e. The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the City. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Contractor shall permit:

- a. The City to have access to necessary records to examine information as the City deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the Contractor and other DBE parties entered into during the life of the Contract.
- b. The authorized representative(s) of the City, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
- c. All data/record(s) pertaining to DBE shall be maintained as stated in Section 4. Access to Records and Reports.

10) Sanctions for Violations

If at any time the City has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the City may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- a. Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
- b. Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

13. Prompt Payment

1) Prompt Payment to Subcontractors

- a. The Contractor is required to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed, no later than thirty (30) business days after the Contractor has received payment from the City.
- b. In addition, all Retainage amounts must be paid by the Contractor to the Subcontractor no later than thirty (30) business days after the Subcontractor has, in the opinion of the City Engineer, satisfactorily completed its portion of the Work.
- c. A delay in or postponement of payment to the Subcontractor requires good cause and prior written approval of the City Engineer.
- d. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
- e. The City will not pay the Contractor for work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing with the City of lien

waivers, canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment requirements. Contractor must submit a prompt payment affidavit, (form to be provided by the City) which identifies each subcontractor (both DBE and non-DBE) and the date and amount of the last payment to such subcontractor, with every payment request filed with the City, except for the first payment request, on every contract with the City.

- f. Failure to comply with these prompt payment requirements is a breach of the Contract, which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment. In addition, Contractor's failure to promptly pay its Subcontractors is subject to the provisions of 50 ILCS 505/9.

2) Reporting Requirements During the Term of the Contract

- a. The Contractor shall, within thirty (30) business days of contract award, or prior to any work being performed, execute formal subcontracts or purchase orders with the DBE firms included in the bid. These written agreements shall be made available to the City. All contracts between the Contractor and its subcontractors must contain a prompt payment clause as set forth in Section 28 herein.
- b. During the term of annual contracts, the Contractor shall submit regular "Status Reports of DBE Subcontract Payments" in a form acceptable to the City. The frequency with which these reports are to be submitted will be determined by the City but in no event will reports be required less frequently than quarterly. In the absence of written notice from the City the Contractor's first "Status Report of DBE Subcontract Payments" will be due ninety (90) days after the date of contract award, with additional reports due quarterly thereafter.
- c. In the case of a one-time procurement with either a single or multiple deliveries, a "Status Report of DBE Subcontract Payments," in a form acceptable to the City, indicating final DBE payments shall be submitted directly to the City. The information must be submitted prior to or at the same time as the Contractor's final invoice to the City department identified in the solicitation. (NOTICE: The original invoices must be submitted directly to the City's department identified in the contract documents and the Status Report of DBE Subcontract Payments must be submitted directly to the Project Manager. Failure to follow these directions may delay final payment.
- d. The address for the City: City of Redondo Beach, 415 Diamond Street, Redondo Beach, CA 90277

14. Employee Protections

1) Prevailing Wage and Anti-Kickback

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

2) Contract Work Hours and Safety Standards

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701- 3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was

required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

3) Contract Work Hours and Safety Standards for Awards Not Involving Construction

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

15. Veteran's Employment

As provided by 49 U.S.C. § 5325(k):

- a. To the extent practicable, Contractor agrees that it:
 1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to

- perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and
- 2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and
- b. Contractor also assures that its sub-contractor will:
 - 1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and
 - 2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

16. Substance Abuse Testing

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or City, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with parts 655 before [insert date] and to submit the Management Information System (MIS) reports before [insert date before March 15] to [insert title and address of person responsible for receiving information]. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the *Federal Register*.

17. Termination

1) Termination for Convenience (General Provision)

The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the City's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City to be paid the Contractor. If the Contractor has any property in its possession belonging to City, the Contractor will account for the same, and dispose of it in the manner City directs.

2) Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

3) Opportunity to Cure (General Provision)

The City, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from City setting forth the nature of said breach or default, City shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

4) Waiver of Remedies for any Breach

In the event that City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by City shall not limit City's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

5) Termination for Convenience (Professional or Transit Service Contracts)

The City, by written notice, may terminate this contract, in whole or in part, when it is in the City's interest. If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

6) Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the City may terminate this contract for default. The City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

18. Violations and Breach of Contract

1) Rights and Remedies of the City

The City shall have the following rights in the event that the City deems the Contractor guilty of a breach of any term under the Contract.

- a. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
- b. The right to cancel this Contract as to any or all of the work yet to be performed;
- c. The right to specific performance, an injunction or any other appropriate equitable remedy; and
- d. The right to money damages.

For purposes of this Contract, breach shall include failure by the Contractor to perform any term or condition in this Agreement.

2) Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the City, the Contractor expressly agrees that no default, act or omission of the City shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the City directs Contractor to do so) or to suspend or abandon performance.

3) Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the City will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the City takes action contemplated herein, the City will provide the Contractor with sixty (60) days written notice that the City considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

4) Disputes

Example 1: Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer

evidence in support of its position. The decision of the City shall be binding upon the Contractor and the Contractor shall abide by the decision.

Example 2: The City and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the City and the Contractor's organization. In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the City's direction or decisions made thereof.

5) Performance during Dispute

Unless otherwise directed by City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

6) Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

7) Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City is located.

8) Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Attachment 5 - Form A
FEDERAL TRANSIT ADMINISTRATION REQUIREMENT CERTIFICATIONS

The Contractor certifies that the materials/supplies offered in this procurement comply with all FTA Requirements and Regulations incorporated in Agreement Sections 1 through 18 and listed below:

☐	1.	Incorporation of Federal Transit Administration (FTA) Terms
☐	2.	Federal Changes
☐	3.	No Government Obligation to Third Parties
☐	4.	Access to Records and Reports
☐	5.	Fly America
☐	6.	Clean Air and Federal Water Pollution Control Act
☐	7.	Energy Conservation
☐	8.	Government-wide Debarment and Suspension
☐	9.	Program Fraud and False or Fraudulent Statements and Related Acts
☐	10.	Lobbying Restrictions
☐	11.	Civil Rights Laws and Equal Opportunity
☐	12.	Disadvantaged Business Enterprises (DBE)
☐	13.	Prompt Payment
☐	14.	Employee Protections
☐	15.	Veteran's Employment
☐	16.	Substance Abuse
☐	17.	Termination
☐	18.	Violations and Breaches

Date: _____

Signature: _____

Company Name: _____

Title: _____

Attachment 5 – Form B

Lobbying Restrictions

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Attachment 5 – Form C
PROMPT PAYMENT AFFIDAVIT

Contractor will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____ (Name), the _____
(Title - e.g., President, Vice President, etc.) of _____
("Company"), do state the following with regard to payments made under Contract No. _____
("Contract"):

1. _____ Subcontractors, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than thirty (30) business days after Contractor received payment from City.
2. _____ Copies of invoices and cancelled checks for subcontractors at the first tier who were paid under the prior payment request have been delivered or mailed to the City. In addition, Contractor has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City may cause the Payment Request to be rejected by City.)
3. _____ All retainage amounts withheld from any subcontractor who satisfactorily completed its portion of the contract work, including punch list items, were paid to the subcontractor(s) no later than thirty (30) business days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Contractor. Attach a copy of the cancelled check evidencing payment of each retainage amount.
4. _____ There was no delay in or postponement of any payment owed to a subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the City.
5. _____ The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the City. In addition, the Contractor is required to return any retainage payments to those subcontractors after the subcontractor's work related to this contract is satisfactorily completed and within 30 days of Contractor's receipt of the partial retainage payment related to the subcontractor's work. Attach a copy of the written approval from the City.

Company Name

Signature

Print Name

Date: _____

Subscribed and sworn to before me this _____ day of _____ 20__.

Attachment 5 – Form D
DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

_____ The Bidder/Offer is committed to a minimum of _____ % DBE utilization on this contract.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Attachment 5 – Form E
PROPOSED DBE PARTICIPATION (OPTIONAL)

The bidder is or intends to utilize the following DBE contractors on this project.
Signature of participating DBE is confirmation of willingness to participate on this project. The following information comprises the DBE Utilization percent stated in the DBE Utilization Form.

Company _____
Address _____
City, ST, ZIP _____
Phone Number _____
Fax Number _____
Contact Name _____
Contact Email _____
DBE Certifying Agency _____
Type of work to be performed _____
Annual Dollar value of participation _____
Signature of participating DBE _____

Company _____
Address _____
City, ST, ZIP _____
Phone Number _____
Fax Number _____
Contact Name _____
Contact Email _____
DBE Certifying Agency _____
Type of work to be performed _____
Dollar value of participation _____
Signature of participating DBE _____

Attachment 6 Evaluation Criteria

Financial Viability Overall financial stability and evidence of corporate resources committed to the Project	10
Experience and Technical Competence - Experience with projects of similar size and scope - Ability to meet performance requirements as well as comply with all technical and administrative requirements	15
Qualifications of Key Personnel Relevant experience of the Project Manager, Security Supervisor/Administrator and other key personnel	25
Technical Approach/Work Plan - Approach and proposed methodology to project scope, including training - Demonstrated knowledge of the work required	25
Personnel Management Program - Adequacy of wage and benefit packages - Employee incentive programs - Employee selection process and drug policy - Emphasis will be placed on adequacy of training programs and demonstrated safety requirements	10
Cost/Cost Effectiveness - Realistic and appropriate costs for services to be performed - Quality and cost control measures in place	15
Subtotal Points	100

Attachment 7 Proposal Checklist

PROPOSER'S NAME: _____

Proposals shall be provided in an 8-1/2" x 11" format and be submitted in three-ring binders, one original, so marked, and five (5) copies, marked "Copy," and one electronic copy. If documentation provided is incomplete, the Proposer may be considered non-responsive and ineligible for award of contract.

Proposers are requested to submit this Checklist and the following information, as detailed in Section 2 of this RFP.

Description	Reference or Page #	Proposer's Initials
Cover Letter	Section 2	
Table of Contents	Section 2	
Operating Methodology	Section 2	
Proposer Qualifications	Section 2	
Related Experience	Section 2	
Proposed Staff	Section 2	
Program Implementation	Section 2	
References	Section 2	
Financial Statements	Section 2	
Cost Proposal Itemized Form	Attachment 4	
Signed FTA Requirements Certifications	Attachment 5, Forms A-E	
Checklist Form	Attachment 7	
Addenda Acknowledgement Form	Attachment 8	
Proposer Questionnaire	Attachment 9	

Name of Proposer initialing checklist: _____

Proposer's
Signature: _____

Title: _____

Date: _____

Attachment 8 Addenda Acknowledgement Form

PROPOSER'S NAME: _____

PROPOSER hereby acknowledges that he/she has received the following Addenda:

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Attachment 9 Proposer Questionnaire

1. Proposer's Legal Name: _____
2. Mailing Address: _____
City/State/Zip Code: _____
Telephone: _____
E-mail Address: _____
3. Authorized Representative Name: _____
Title: _____
Telephone: _____ E-Mail: _____
4. Business is a Disadvantaged Business Enterprise (DBE)? Yes ☐ No ☐
5. Please check all classifications that apply to your business? WBE ☐ MBE ☐ SBE ☐
6. Business Type? Corporation ☐ Partnership ☐ Association or Sole Proprietorship ☐
Joint Venture ☐
7. Number of Years in business? _____
8. Number of Years under present name? _____
9. Number of Years under former names?
(list name and number of years) _____
10. Describe services provided:
11. Do you have any affiliated businesses? Yes ☐ No ☐
If yes, list subsidiary or division, or name parent company, its principals and addresses:
12. Has the Business failed to complete a contract within the past five years? Yes ☐ No ☐
If Yes, list the date client, and reason for termination below:

Proposer Questionnaire – Page 2

13. Is any litigation pending against a contract? Yes ☐ No ☐

If Yes; please explain:

14. Is proposer aware of any real, potential or perceived conflict of interest? Yes ☐ No ☐

If Yes, please explain:

15. City of Redondo Beach Business License Number: _____
(If not a current license holder, Business License will be required before initiation of services.)

Declaration of Non-Collusion

The undersigned certifies under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm or corporation not herein named; that the bidder has not directly or indirectly induced or solicited any other bidder to put up a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure to secure himself/herself any advantage over other bidders.

The undersigned, and on behalf of the business named above, certify that the information provided in this questionnaire is true and correct and being cognizant of the pages, documents, and attachments contained herein, agrees to provide the City of Redondo Beach with the services described in the Request for Proposals. All cost proposals are certified to be firm for a period of 180 days from the deadline for proposal submission, July 26, 2021.

Respectfully submitted,

Name of Company: _____

Address: _____

City/State/Zip Code: _____

Authorized Signature: _____

Printed Name: _____ Title: _____

Telephone: _____

Date: _____

Attachment 10 Intent to Attend Pre-Proposal Conference



TRANSIT CENTER
SECURITY SERVICES
RFP 2122-001

INTENT TO ATTEND PRE-PROPOSAL CONFERENCE

Use the form below to indicate your Intent to attend the Pre-Proposal Conference. It may be copied into an email response to bct@redondo.org. Additional information and Addendum communications will be delivered to the contacts provided in the form.

Proposer Company Name:	
Proposer representative name, telephone number and email address:	
Proposer representative name, telephone number and email address:	
Proposer representative name, telephone number and email address:	
# of people who will attend the Bidder's Conference:	

Attachment 11 Sample Agreement

For Project Services Between The City Of Redondo Beach And _____

THIS AGREEMENT FOR PROJECT SERVICES (this "Agreement") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and _____, a [type of entity] ("Contractor" or "Consultant").

The parties hereby agree as follows:

- A. Description of Project or Scope of Services. The project description or scope of services to be provided by Contractor, and any corresponding responsibilities of City or services required to be performed by City are set forth in Exhibit "A".
- B. Term and Time of Completion. Contractor shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- C. Compensation. City agrees to pay Contractor for work performed in accordance with Exhibit "C".

* * * * *

GENERAL PROVISIONS

- 1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Contractor shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
- 2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable,

Contractor shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials shall be specific for the project herein and shall not be used by the City for any other project without Contractor's consent. Notwithstanding the foregoing, Contractor shall not be obligated to assign any proprietary software or data developed by or at the direction of Contractor for Contractor's own use; provided, however, that Contractor shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Contractor to conduct any inspections Contractor has agreed to perform pursuant to the terms of this Agreement. Contractor shall be solely liable for said inspections performed by Contractor. Contractor shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Contractor hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Contractor, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. City shall furnish Contractor, to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Contractor's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Contractor.
6. Records. Contractor, including any of its subcontractors, shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Contractor, including any of its subcontractors, shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Contractor's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be performed and paid for in accordance with the following:

Only the City Council, City Manager, or the Department Head responsible for the administration of, or supervision of the scope of work under, this Agreement may authorize extra and/or changed work. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the written authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such work.

If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Agreement and constitutes extra work, Contractor shall promptly notify the City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that the City determines that such work does constitute extra work, City shall provide extra compensation to Contractor on a fair and equitable basis. A written amendment providing for such compensation for extra work shall be executed by Contractor and the City.

8. Additional Assistance. If this Agreement requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Contractor acknowledges, represents and warrants that Contractor is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession.
10. Business License. Contractor shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Contractor of the

project or services hereunder, immediately upon written notice to Contractor. In the event of any such termination, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Contractor for this Agreement prior to Contractor's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by the City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.

12. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages, if any, sustained by the City by virtue of Contractor's breach of this Agreement.
13. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Contractor further acknowledges, represents and warrants that Contractor has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Contractor hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Contractor's performance or work

hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, nothing in this Section 14 shall be construed to encompass Indemnitees' active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b). Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

- a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Contractor because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
- b. Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

- 15. Insurance. Contractor shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
- 16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
- 17. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
 - a. Acknowledgement. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours

per day at not less than 1 1/2 times the basic rate of pay. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Labor Code Sections 1810, 1813 and 1815, and Contractor shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1810, 1813 and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor comply with Labor Code Sections 1810, 1813 and 1815, Contractor shall diligently take corrective action to halt or rectify the failure.

- b. Prevailing Wages. City and Contractor acknowledge that this project is a public work to which prevailing wages apply. Contractor shall comply with the Agreement to Comply with California Labor Law Requirements set forth in Exhibit "E", which is attached hereto and incorporated by reference.

- 18. Limitations upon Subcontracting and Assignment. Contractor acknowledges that the services which Contractor shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Contractor, Contractor shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Contractor and subcontractor. Any attempt by Contractor to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Contractor or twenty-five percent (25%) or more the voting control of Contractor (whether Contractor is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Contractor or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Contractor's assets occurs, which reduces Contractor's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

- 19. Subcontractors. Contractor shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Contractor shall not engage the services of any person or persons now employed by the

City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.

20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the exhibits to this Agreement.
21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Contractor.
23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Contractor, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
25. Time of Essence. Time is of the essence of this Agreement.
26. Confidentiality. To the extent permissible under law, Contractor shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be

entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.

30. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six (6) months after accrual of the cause of action.
31. Interpretation. Contractor acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
32. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping. Contractor shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Contractor.
35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this ____ day of _____, 2021.

CITY OF REDONDO BEACH,
a chartered municipal corporation

_____,
a [type of entity]

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

APPROVED:

Diane Strickfaden, Risk Manager

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

EXHIBIT "B"

SCHEDULE OF PERFORMANCE

TERM. The term of this Agreement shall commence on _____ and expire _____ ("Term"), unless otherwise terminated as herein provided.

EXHIBIT "C"

COMPENSATION

Provided Contractor is not in default under this Agreement, Contractor shall be compensated as provided below.

- A. **AMOUNT.** Contractor shall be paid in accordance with the following schedule.
- B. **METHOD OF PAYMENT.** Contractor shall provide monthly invoices indicating the services performed during the prior month to the City for approval and payment. Invoices must also be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.
- C. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor within thirty (30) days of receipt of the monthly invoice; provided, however, that services are completed to the City's reasonable satisfaction.
- D. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor:

City: City of Redondo Beach
 415 Diamond Street
 Redondo Beach, CA 90277
 Attention:

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations under this Agreement, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

EXHIBIT "E"

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and the City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.

4. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section

200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

8. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.

9. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

10. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel acceptable to the City) the

City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.

EXHIBIT "F"

FEDERAL TRANSIT ADMINISTRATION CONTRACT CERTIFICATIONS

EXHIBIT "C"

AMERICAN GUARD SERVICES, INC.



Submitted to:
City of Redondo Beach-
City Clerk
Attention: Joyce Rooney
415 Diamond Street, Door 1
Redondo Beach, CA 90277



Submitted by:
American Guard Services, Inc.
Gerald A. Gregory,
Executive Vice President
1125 W. 190th Street
Los Angeles, CA 90248
Phone: (800) 441-1808
jgregory@americanguardservices.com

Response to :
RFP #2122-001 - Transit Center Security Services



1. Cover Letter



AMERICAN GUARD SERVICES

(310) 645-6200
americanguardservices.com

National HQ : 1125 W. 190th St.
Los Angeles, CA 90248



Licensed
Nationwide

Each proposal will include a cover letter that identifies the contractor, address, phone number, email and individual who is authorized to negotiate and respond to any questions. If the proposal is submitted on behalf of a team, identify the companies comprising of that team. The cover letter must include the original signature of an individual with the authority to negotiate on behalf of, and to contractually bind, the proposer. The cover letter should also highlight major elements of the proposer's qualifications and proposal.

The cover letter must also provide a statement that the proposal is valid for 180 days after the RFP submittal deadline.

July 26, 2021

City of Redondo Beach- City Clerk
415 Diamond Street, Door 1
Redondo Beach, CA 90277
Attention: Joyce Rooney
Transit Center Security Services

Re: RFP #2122-001—Transit Center Security Services

Introduction

American Guard Services, Inc. ("AGS") is interested in providing the City of Redondo Beach (the "City") with premier security guard services at their new Redondo Beach Transit Center (RBTC), located at 1521 Kingsdale Avenue in Redondo Beach, CA 90278.

As a full-service security firm with years of experience servicing transit centers, we believe we are uniquely qualified to provide the services requested in the City's RFP.

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

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

Company Overview

American Guard Services, Inc. is a majority woman-owned security firm that was founded in 1997. For more than 23 years, we have been implementing security services across



the United States for government and commercial clients. Our services include the training, management, and deployment of licensed security officers.

Qualifications

AGS is a nationwide firm with a local focus; we treat any site we secure, regardless of location, as if it were in our own backyard. We are an experienced government contractor and security provider for the transportation sector, especially those vital to our nation's defense.

Validity of Proposal

This proposal is valid for 180 days after the RFP submittal deadline.

Acknowledgement

By signing this cover letter, AGS and its authorized representative attest that the information submitted within is true, correct, and contractually binding.

Please direct all correspondence regarding this RFP to my attention using the contact information listed below.

Respectfully,

Gerald Gregory,
Executive Vice President
American Guard Services, Inc.
1125 W 190th Street, Los Angeles, CA 90248
Phone: (800) 441-1808
Email: jgregory@americanguardservices.com

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

Craig Weissman
Vice President of Contract Compliance
American Guard Services, Inc.
Phone: (619) 559-0049
Email: cweissman@americanguardservices.com

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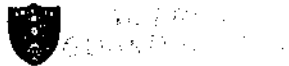


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3. Technical Approach/Work Plan

Provide a detailed narrative addressing the technical approach/work plan proposed to perform the work described in Attachment 2 Scope of Service requirements, and demonstrating the understanding of and ability to meet City's needs and requirements.

Approach and Work Plan

a. Describe the approach and work plan for completing the tasks specified in the Scope of Service to ensure service quality. Provide detail including use of personnel, shift and staffing plans, and procedures for supervision, schedules, lunch and other breaks for security staff, and related staff issues.

AGS understands that the City is currently seeking unarmed security guard services at the new Redondo Beach Transit Center (RBTC). Our firm is committed to meeting the highest standards in securing the City's sites with the best qualified 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 employs a *tailored approach* philosophy catered to the exact needs and challenges of the City. 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 the 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.

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.

To ensure adequate staffing, our firm implements a five-step employment plan to all new contracts

Five-Step Employment Plan

AGS has over 23 years of experience providing security guard services in both the government and private sectors. AGS's client-first approach is present in all aspects of our services, including the type of guards we employ. We recognize that our guards must be as varied as our client base, and it is reflected in our recruitment, training, and placement of our guards. For example, AGS guards that work in retail have a different skillset than AGS guards that work in government facilities, and we would never put a retail guard on a post in a government facility. AGS understands that each guard needs to be trained to properly service the clientele they are assigned to protect. From the recruitment to training stages, we have our City's best interests in mind.

AGS understands that at the heart of this contract is the competence, reliability, and trustworthiness of its security professionals. Accordingly, AGS goes through many stages, including rigorous and selective screening and vetting, in order to guarantee the most competent, reliable, and trustworthy security personnel that are qualified and licensed to carry out their duties.



Step One: Recruitment

We will recruit potential candidates by running advertisements on various online platforms, allowing us to reach the largest number of candidates possible at little to no overhead cost, leading to cost savings for City.

Also, online recruitment will lessen environmental impact by reducing paper and plastic waste.

Step Two: Screening

Given how important proper character and temperament are to being a security officer, we maintain a strict and rigorous screening process that is comprised of three stages, each of which screens various aspects of our applicants. Screening occurs in three stages:

1. Automated Screening

Aspects Screened/Vetted: Qualifications/Licenses/Education/Experience

Using a proprietary software, we will create an online checklist comprised of both City's and AGS's required qualifications for candidates, which will be checked against all incoming job applications. Inadequate and incomplete applications will be screened out, and qualified applications will be saved to a short list.

Automated screening can also be done continuously 24/7 without human assistance, which saves AGS time and money, allowing us to give City our best price.

2. In-Person Assessments

Aspects Screened/Vetted: Character/Temperament/Personality

We will contact all short-listed candidates to come in for an interview with AGS employees from multiple departments, including the recruiter, a Human Resources representative, and the scheduler.

The purpose of such an intense review process is to screen out not only unqualified candidates, but those that may become troublesome further along in their employment. This will reflect in our work with City—we endeavor to assign only the most courteous and competent officers to City's sites, and a thorough in-person assessment will help us do just that.

3. Background Checks & Verification

Aspects Screened/Vetted: Honesty/Trustworthiness/Credibility

We will also conduct background checks on qualified candidates to check for any automatic disqualifications such as felonies, DUIs, dishonorable discharges, crimes of violence, unlawful sexual behavior, acts of domestic violence, any crime of child abuse, and any misdemeanors or felony crimes of moral turpitude. We will use state and federal databases (e.g., FBI, DOJ, etc.) to assist in our background checks. We will make all information found in our background checks available to City.



Background checks will be conducted through an independent background check and will also include the following:

- ❖ Social Security Number Trace
- ❖ Federal Criminal Records
- ❖ State Criminal Records
- ❖ Criminal Records from other States if the employee disclosed, or the background check identifies, that the employee lived in another state in the last seven years
- ❖ National Sexual Offender Registry Search

We will also conduct a series of tests prior to employment, which may include:

- ❖ Physical Examination/Testing
- ❖ Drug Urinalysis Testing
- ❖ E-Verify

Step Three: Hiring

We will offer employment to all qualified candidates that pass all three stages of screening. Upon hiring, all employees must attend orientation that includes sexual harassment training.

AGS's Dedication to Fair Employment

AGS is dedicated to offering employment fairly to all individuals, and we have policies in place to reinforce this.

Non-Discrimination

AGS has zero tolerance for discrimination against any employee or any applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This policy shall be enforced in all aspects of personnel interaction, including but not limited to the following: recruitment and employment, promotion, demotion, transfer, compensation, selection for training including apprenticeship, layoff and termination.

Equal Opportunity

AGS intends to offer equal opportunity to veterans, the handicapped, and the disabled. We will also reasonably accommodate religious observances and practices when this can be done without undue hardship on the conduct of our business.

To implement these policies, AGS and its officials will continue to carry out our commitments to:

- ❖ Recruit, hire, train and promote persons in all job classifications without regard to race, sex, color, religion, national origin, age sexual orientation, veteran status, and/or handicap.
- ❖ Base decisions on employment to further the principle of equal employment opportunity.
- ❖ Ensure that all personnel actions (including, but not limited to compensation, benefits, transfers, layoffs, retire from layoffs, or return from disability or pregnancy leave) are administered equally.

- ❖ Ensure that promotion decisions are in accord with principles of equal employment opportunity by presenting valid requirements for promotion.

Step Four: Training

All AGS employees are subject to the following types of training:

Type	Timeframe	Description
Initial Training	Before assignment	AGS provides all security officers with comprehensive pre-assignment training, which is necessary to familiarize Officers with the normal protocols. Training will include the following: ❖ Role of Security Officer ❖ Legal Aspects ❖ Emergency Situations ❖ Observation and Awareness ❖ Security Breach Procedures ❖ Customer Service ❖ Facility Layout ❖ Report Writing ❖ Access Control ❖ Patrol Procedures
Site-Specific Training	Before assignment	AGS will create a customized training program for officers assigned to City. Depending on City's needs, the program may expand. This will be created upon award once we can correspond with the City and receive feedback.
Annual Retraining and Recertification	As needed	Retraining and recertification will occur as needed and in consideration of task changes. For example, an officer moved from a roving patrol post to a storefront fixed post will be given additional customer service training. AGS will keep all certifications and licenses current.
Training Gap Analysis	Regularly	A training gap analysis ensures that all officers continue to meet ours and the City's standards. We work with our clients to identify and address these gaps (using Training Gap Analysis)—which are often understood in the following categories: ❖ General Job-Related Training



- ❖ Human Interaction/Customer Service
- ❖ Post Order Compliance
- ❖ Communications
- ❖ Emergency Response

Step Five: Staffing

To properly staff the City's contract and comply with all requirements of its security personnel, we will ensure that all officers assigned will be appropriate for the contract by utilizing a checklist of the City's requirements. Officers must fulfill all checklist items before being considered for assignment to this contract.

Requirement	Met?
Be able to read, write, speak, and understand English	✓
Be 18 years or older	✓
Have United States citizenship and/or legal residency	✓
Maintain a neat and clean appearance	✓
Be licensed in California to perform private security.	✓
Be certified to provide in first aid, AED, and CPR	✓

An example checklist used to verify assignment compliance.

In addition, we will address any concerns brought up by City's stakeholders during the transition period (e.g., locality to site, behavioral concerns, etc.) and staff appropriately.

We recognize the City's right to remove any guard who does not meet the proper standards for customer service and performance.

Consistent Coverage Plan

AGS understands that gaps in security coverage can occur at any time, opening up security vulnerabilities and causing worry and anxiety for the client. Fortunately, we plan for emergency coverage before it is needed and have ample resources at the ready for emergency and additional coverage. Through this Consistent Coverage Plan, AGS fills these gaps and ensures the client both continuous security coverage and peace of mind.

We can provide this same peace of mind to the City through our Consistent Coverage plan, and can fulfill the following requests and more:

- ❖ *Back-filling requests*
- ❖ *Emergency service requests*
- ❖ *Expansion of service requests*
- ❖ *Additional coverage requests*

Flex-Force Officers—To guarantee a breakless continuity of quality coverage, we keep a reserve of local Flex-Force Officers who have also been trained at City's site and thus are already familiar with their tasks and duties.



Roving Supervisors—To immediately address coverage gaps, we have roving supervisors on duty during all coverage hours to be available as a temporary replacement while a Flex-Force Officer is en route.

24/7 National Dispatch Center—AGS can handle emergency requests immediately through our 24/7 National Dispatch Center, which is active twenty-four hours a day, seven days a week. Dispatchers are trained to be friendly, helpful, and understanding in times of emergency.

Automated Scheduling—AGS can be alerted to gaps in coverage caused by sick leave, vacation time, etc. through our automated scheduling system, MITC.

Procedure to Resolve Unforeseen Gaps in Coverage

If for any reason a post is left uncovered, the following procedure will be followed:

1. The uncovered post will be reported to the security/facility manager of the building and arrangements for a replacement will be communicated.
2. The roving supervisors will be alerted to the uncovered post and one will arrive as a temporary replacement.
3. An on-call Flex-Force Officer will be contacted from the reserve and, if it is confirmed they will be covering the post, the security/facility manager will be informed of the replacement.
4. The Flex-Force Officer will be put on the schedule in the missing officer's place and, once they arrive at the post, will relieve the roving supervisor.

This process ensures that at no time is the post left uncovered for an extensive length.

Proposed Operational Programs and Methods

b. Discuss proposed operational programs and methods, including but not limited to hiring procedures, recordkeeping methods; training and evaluation; drug testing policy and other related information particular to providing security for this site. Examples – Provide samples of reporting system, post orders, field photos, equipment and other relevant information to illustrate the company's capabilities for security services.

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

AGS possesses a variety of unique capabilities such as the following:

Automated Officer Scheduling and Management (MITC)

To streamline scheduling and management services via automation, AGS utilizes MITC, which brings web-based, real-time automation through a centralized database. From dynamic scheduling and attendance to payroll and human resources, MITC uses patent pending technology and advanced biometrics to power a seamless, fully-automated management system—all in real-time.



Streamlined Scheduling Solutions	MITC Workforce Management Solutions streamlines our administrative operations. They offer modular workforce packages and a wide range of customization for every partner. Among many advantages to MITC integration, MITC allows us to fill positions quickly with real-time publishing; they implement improved time management with prompts; no-shows, over and under-schedule alerts and alarms; and the service supports any device (smartphones, tablets, PC).
Improved Communication	MITC facilitates communication of schedules in real time to employees, managers, and client representatives. Communication features such as schedule prompting can improve time management by sending emails or text messages with schedule reminders prior to an employee's shift.
Cost Reduction	By automating workforce management, MITC reduces overhead costs incurred by the time and manpower needed for scheduling; this saves time and money. Additional benefits of this system include making obsolete those expensive employee badges, time cards, and timesheets, saving between \$5 and \$9 dollars per badge in hard costs alone; elimination of unauthorized overtime, extended breaks, early departures, late arrivals and more; and buddy-punching becomes obsolete.
Innovative Compliance Measures	Auto-reminders for employees reduces the possibility of missed shifts or late arrivals. This system also enables MITC to send officers messages to update necessary information such as post orders and ensuring compliance with requisite training and certifications. All messages are time-stamped to confirm that officers heard the Supervisor's directive(s).
Universal Accessibility	MITC's technology allows officers to go online via cellular phone or computer to check their schedules and payroll at any time. Not only does this add to system efficiency, but also significantly decreases traditional paperwork-related errors/mafunctions.
Increased Transparency and Auditability	MITC's online scheduling system provides the ability for our clients to log in and view their site scheduling, which officers are covering shifts, and that their posts are properly covered. Further, any client looking to conduct audits will have access to most of the records they need online.



Dispatching System

AGS has access to a **24/7 National Dispatch Center**, a state-of-the-art, multi-million-dollar facility that allows our executive management and corporate compliance officers a greater degree of connection and oversight. It is manned by a team of the most qualified dispatchers in the nation, hired and trained by our corporate staff. The dispatch center is powered by cutting edge technologies that allow our firm to provide a level of service that is unparalleled in the security industry. Our national dispatch center combines technology and hands-on customer service to provide clients with uninterrupted security guard coverage and an accelerated response time to all other security requests.



AGS's newly updated \$2.5 million Dispatch Center available for City 24/7/365 upon award.

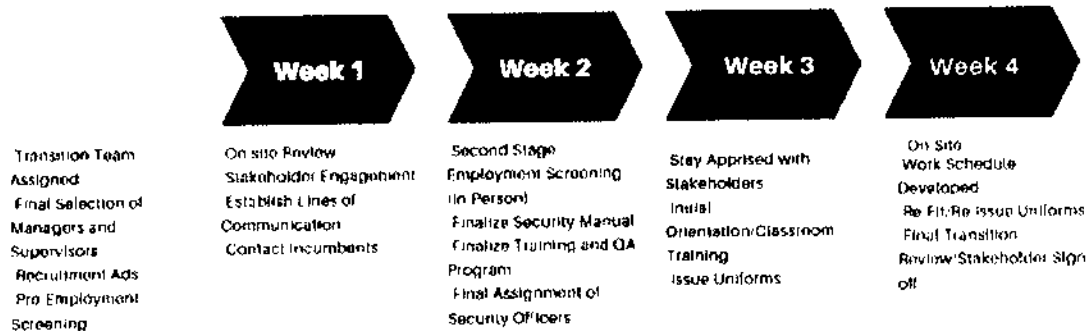
Please see "Proposed Electronic Security Personnel Monitoring System" for further information on technology.

Implementation Plan

c. Explain the Implementation Plan that outlines sequentially the activities that need to be undertaken to complete the tasks and specify who in the firm would perform them if applicable. Include a project implementation timeline, with details about staffing, recruiting, equipment, expenses, and management.

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.



Above: An illustration of AGS's Transition Plan for the 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 Transition Team Meetings	Daily Weekly During Transition
Project Team	Project Status Meetings	Weekly
Account Manager	Status Report Status Meeting	Weekly 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.

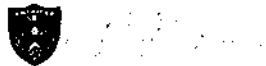
Final Selection of Managers and Supervisors

Recruitment Ads

As soon as we receive an official notice to proceed from the 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.



3. Technical Approach/Work Plan

Prior to transition, we will create an online checklist of the 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 the City's current provider is notified of its end date. In addition, The City will provide us with a notice to proceed.

Week 1

On-site Review

AGS liaisons and transition team members assigned to The City's 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 The City's 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 the 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 the City's Representatives)

Alongside the On-Site Review, AGS liaisons/transition team members will meet directly with the City representatives, often the security or building manager of the facility. Key topics covered during the initial meeting will include the City's 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 the 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 the 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 the 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 the 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 of the City's Site

Finalize Training and QA Program

Final Assignment of Security Officers

Week 3

Stay Apprised with Stakeholders

AGS will meet with the City stakeholders on a regular basis. In these meetings, AGS will brief the City officials about milestone completion. In addition, any adjustments or concerns from The 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 the City -specific courses.

Issue Uniforms

Uniforms will be issued at no cost to the City. Each Security Officer will receive complete uniforms per RFP requirements. Uniforms will be refit regularly to maintain a professional appearance.

Week 4

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 the City stakeholders on an ongoing basis. As finalization nears, the Transition Team will capture and process any last-minute revisions received from the 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.

Proposed Electronic Security Personnel Monitoring System

d. Describe in detail the proposed electronic security personnel monitoring system intended to use during the performance of this contract. Proposed system shall provide reports that document patrols, and confirms that security officers are performing as expected.



Field Force Manager (FFM) is a top-of-the-line Electronic Security Guard Monitoring/Tracking System designed to provide an efficient and automated method to manage the services provided to our clients. The FFM software requires a tablet computer (tablet) or GPS-enabled phone that supports FFM applications (i.e., iOS, Android, and/or BlackBerry). Crucially, AGS managers and City stakeholders may log in online using a computer, tablet, or smartphone to view the information generated by FFM. FFM has the ability to perform the following actions:

❖ **Geolocation: Provide geolocated checkpoints that can be read by a cell phone or tablet provided by AGS to our staff**

AGS will provide a tablet to our staff to utilize FFM. (Note: We will provide a cell phone instead if the City prefers this option.) FFM's GPS tracker function is a tracking device that allows AGS management and City stakeholders to monitor our Security Guards' movements during the course of their shifts in real-time. Additionally, FFM allows AGS management and City stakeholders to use a playback feature to get a visual depiction of a device's route after the tour of duty.



Geolocated checkpoints can be easily created. Alternatively, AGS also offers a barcode reading feature that can be customized to the City's needs. Events, incidents, prescheduled tasks, and other functions along with the standard patrol station can be programmed and used by the officers while on patrol. FFM can create a barcode report (similar to Detex or Deggy) that can also be texted, emailed, or stored in the database for download. FFM's capabilities make it a highly customizable security solution that can meet all City needs regarding geolocated checkpoints.

- ❖ **Incident reports: Monitor incidents in real-time by gathering multimedia data (image, voice, notes) with tag to security personnel that filed that incident**
FFM allows AGS management and City stakeholders to create customized reports, including incident reports. These reports are made available to Security Guards in the Forms Menu. Once a report has been filled out and the Security Guard presses Submit Form, the report will be sent to the portal and emailed to pre-selected personnel instantly.

Security Guards can observe and report incidents in real-time by gathering multimedia data (image, voice, notes) with a tag that links them to the report they are filling out. These multimedia data will be part of the report, and a timestamp will be generated to indicate when the report was filed. FFM's real-time customizable reports enable AGS management and City stakeholders to see and hear what our Security Guards experience. FFM's modern, user-friendly capabilities will help ensure that all pertinent information is documented in our reports.

- ❖ **Guard patrol monitoring: Ensuring that personnel follow the patrol path that was designated by PO**
As mentioned previously, FFM's GPS tracker function is a real-time tracking device. Its capabilities will help ensure that personnel follow the patrol path designated by their Post Orders. FFM allows AGS management and City stakeholders to create Geo Fences. Alerts will be automatically generated and sent out to pre-designated personnel when Security Guards enter or exit a designated Geo Fence.

All of our devices are programed with an email account, so our Security Guards are capable to get messages from our 24/7 Communication and Dispatch Center, supervisors, managers, and customers. In addition, FFM comes equipped with a 2-way messaging application that allows parties to send and complete "Job Requests" directly to and from the device. Consequently, upon receiving an automated alert that a Security Guard is not following a designated patrol path, our 24/7 Communication Center will contact the Security Guard directly to implement a corrective action. If needed, the issue will be immediately elevated to AGS supervisors and/or management for a quick and efficient resolution.

- ❖ **Timekeeping: Automatic record of check-in and check-out of personnel in real-time**
Security Guards can indicate when and where they will start or end their shifts at the push of a button in real-time. These check-ins can be evidenced through Geo Fencing alerts. In addition, breaks and lunches can also be tracked on FFM. Security Guards can also indicate any location changes necessitated by special jobs or events. AGS



management and City stakeholders can obtain time sheets from the management portal.

❖ **Reporting: Creates reports of scanned and missed points, incidents, patrol duration**

FFM can easily generate reports of scanned and missed points, incidents, and patrol duration alongside all required reports (e.g., Daily Activity Reports, Incident Reports, Condition Reports, and other data). The automatically generated features in these reports, such as the GPS location, date, and time tags are essential in providing irrefutable accuracy of the event. Reports and other crucial data can be saved on both the device's memory and a "cloud" database. Specialty reports can be saved as a document file on each individual device. Training Manuals, Post Orders, Emergency Contact Information, and other literature can be added to each tablet.

❖ **Easy export of report files**

FFM allows for the easy export of report files, which can be exported en masse quickly and efficiently from individual devices and/or the cloud database.

❖ **Configurable client access portal for the geolocation tracking software that provides basic reporting functionality, as well as historical data of patrols and travel patterns**

FFM is fully customizable to the City's needs. AGS will provide the City will a configurable client access portal for FFM, which will provide basic reporting functionality as well as historical data of patrols and travel patterns. Searches can be filtered to streamline operations.

Incident Report Sample

Please see the following pages for a sample daily log report generated via Field Force manager. AGS security officers create these throughout their shift by scanning barcodes along their patrol routes and taking pictures documenting their shifts. All pictures and barcode scans are time-stamped and geo-logged.



Form Information

Form Name	Hollywood 959 Daily Log Report
Submitted by	Patrol 11751 3103086671
Date/Time	04/29/21 05:33 AM PDT
Address	959 Seward Street, Los Angeles, CA 90038

Details

AMERICAN GUARD SERVICES

Date 29-Apr-2021

time 04:46

Site Caption



At 04/29/21 04:47 AM PDT 6335 Barton Avenue Los Angeles, CA 90038

Shift Activity

s/o mccooy

Barcode Scanning 1

Courtyard

Barcode Scanning 1 Picture



At 04/29/21 04:47 AM PDT 959 Seward Street Los Angeles, CA 90038

Barcode Scanning 2

East Stair 3



Barcode Scanning 2 Picture



At 04/29/21 04:48 AM PDT 959 Seward Street Los Angeles, CA 90038

Barcode Scanning 3

Barcode Scanning 3 Picture

West Fire 1



At 04/29/21 04:49 AM PDT 6535 Barton Avenue Los Angeles, CA 90038

Barcode Scanning 4

Barcode Scanning 4 Picture

West Fire



At 04/29/21 04:50 AM PDT 6524 Barton Avenue Los Angeles, CA 90038

Barcode Scanning 5

Barton



Los Angeles
POLICE

3. Technical Approach/Work Plan



Barcode Scanning 5



At 04/29/21 04:52 AM PDT 6520 Barton Avenue Los Angeles, CA 90038

Barcode Scanning 6

Barcode Scanning 6 Picture

East Fire

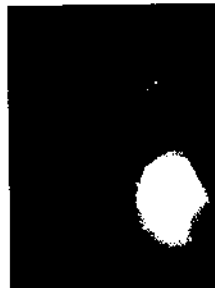


At 04/29/21 04:53 AM PDT 6502 Barton Avenue Los Angeles, CA 90038

Barcode Scanning 7

Barcode Scanning 7 Picture

Seward Street



At 04/29/21 04:54 AM PDT 959 Seward Street Los Angeles, CA 90038

Barcode Scanning 8

Seward

Generated On 04/29/21 05:45 AM PDT

3 of 14



Barcode Scanning 8 Picture



At 04/29/21 04:55 AM PDT 959 Seward Street Los Angeles,
CA 90038

Barcode Scanning 9

Barcode Scanning 9 Picture

SF Entrance 2



At 04/29/21 04:56 AM PDT 959 Seward Street Los Angeles,
CA 90038

Barcode Scanning 10

Barcode Scanning 10 Picture

East Stair 2



At 04/29/21 04:57 AM PDT 959 Seward Street Los Angeles,
CA 90038

Barcode Scanning 11

P3 West Blue Box



Barcode Scanning 11 Picture



At 04/29/21 04:58 AM PDT 1000 Seward Street Los Angeles, CA 90038

Barcode Scanning 12

Transformers

Barcode Scanning 12 Picture



At 04/29/21 04:59 AM PDT 1000 Seward Street Los Angeles, CA 90038

Barcode Scanning 13

Romaine

Barcode Scanning 13 Picture



At 04/29/21 05:01 AM PDT 6626 Romaine Street Los Angeles, CA 90038

Barcode Scanning 14

PG West Blue Box



Barcode Scanning 14 Picture



At 04/29/21 05:02 AM PDT 6626 Romaine Street Los Angeles, CA 90038

Barcode Scanning 15

Barcode Scanning 15 Picture

PG West Blue Box



At 04/29/21 05:02 AM PDT 6626 Romaine Street Los Angeles, CA 90038

Barcode Scanning 16

Barcode Scanning 16 Picture

Trash Bins



At 04/29/21 05:03 AM PDT 6626 Romaine Street Los Angeles, CA 90038

Barcode Scanning 17

Loading Area



Barcode Scanning 17 Picture



At 04/29/21 05:04 AM PDT 6555 Barton Avenue Los Angeles, CA 90038

Barcode Scanning 18

Barcode Scanning 18 Picture

West Fire 2



At 04/29/21 05:05 AM PDT 959 Seward Street Los Angeles, CA 90038

Barcode Scanning 19

Barcode Scanning 19 Picture

Ground Fire Panel



At 04/29/21 05:06 AM PDT 959 Seward Street Los Angeles, CA 90038

Barcode Scanning 20

Cab 1



Barcode Scanning 20 Picture



At 04/29/21 05:11 AM PDT 959 Seward Street Los Angeles, CA 90038

Barcode Scanning 21

Barcode Scanning 21 Picture

Cab 1



At 04/29/21 05:12 AM PDT

Barcode Scanning 22

Barcode Scanning 22 Picture

P8 East 85



At 04/29/21 05:13 AM PDT 959 Seward Street Los Angeles, CA 90038

Barcode Scanning 23

P8 East Blue Box



Barcode Scanning 23 Picture



At 04/29/21 05:14 AM PDT 959 Seward Street Los Angeles, CA 90038

Barcode Scanning 24

Barcode Scanning 24 Picture

P8 West BS



At 04/29/21 05:16 AM PDT 6626 Romaine Street Los Angeles, CA 90038

Barcode Scanning 25

Barcode Scanning 25 Picture

P7 West Blue Box



At 04/29/21 05:17 AM PDT 6626 Romaine Street Los Angeles, CA 90038

Barcode Scanning 26

P7 East Blue Box



Barcode Scanning 26 Picture



At 04/29/21 05:18 AM PDT 959 Seward Street Los Angeles, CA 90038

Barcode Scanning 27

Barcode Scanning 27 Picture

P6 East Blue Box



At 04/29/21 05:19 AM PDT 959 Seward Street Los Angeles, CA 90038

Barcode Scanning 28

Barcode Scanning 28 Picture

P6 West Blue Box



At 04/29/21 05:21 AM PDT 6626 Romaine Street Los Angeles, CA 90038

Barcode Scanning 29

P5 West Blue Box



3. Technical Approach/Work Plan



Barcode Scanning 29 Picture



At 04/29/21 05:21 AM PDT 6626 Romaine Street Los Angeles, CA 90038

Barcode Scanning 30

Barcode Scanning 30 Picture

P5 East Blue Box



At 04/29/21 05:23 AM PDT 6600-6650 Romaine Street Los Angeles, CA 90038

Barcode Scanning 31

Barcode Scanning 31 Picture

P4 East Blue Box



At 04/29/21 05:24 AM PDT 6355 Barton Avenue Los Angeles, CA 90038

Barcode Scanning 32

P4 West Blue Box



Barcode Scanning 32 Picture



At 04/29/21 05:25 AM PDT 6628 Romaine Street Los Angeles, CA 90038

Barcode Scanning 33

Barcode Scanning 33 Picture

P3 West Blue Box



At 04/29/21 05:26 AM PDT 6335 Barton Avenue Los Angeles, CA 90038

Barcode Scanning 34

Barcode Scanning 34 Picture

P3 East Blue Box



At 04/29/21 05:27 AM PDT 939 Seward Street Los Angeles, CA 90038

Barcode Scanning 35

P2 East Blue Box



Barcode Scanning 35 Picture



At 04/29/21 05:28 AM PDT

Barcode Scanning 36

Barcode Scanning 36 Picture

P2 West Blue Box



At 04/29/21 05:29 AM PDT 6626 Romaine Street Los Angeles, CA 90038

Barcode Scanning 37

Barcode Scanning 37 Picture

P2 West Blue Box



At 04/29/21 05:30 AM PDT 6626 Romaine Street Los Angeles, CA 90038

Barcode Scanning 38

PG West Blue Box



3. Technical Approach/Work Plan



Barcode Scanning 38 Picture



At 04/29/21 05:31 AM PDT 6555 Barton Avenue Los Angeles, CA 90038

Barcode Scanning 39

Barcode Scanning 39 Picture

Loading Area



At 04/29/21 05:31 AM PDT 6555 Barton Avenue Los Angeles, CA 90038

Barcode Scanning 40

Barcode Scanning 40 Picture

West Fire 2



At 04/29/21 05:32 AM PDT

Barcode Scanning 41

Barcode Scanning 41 Picture

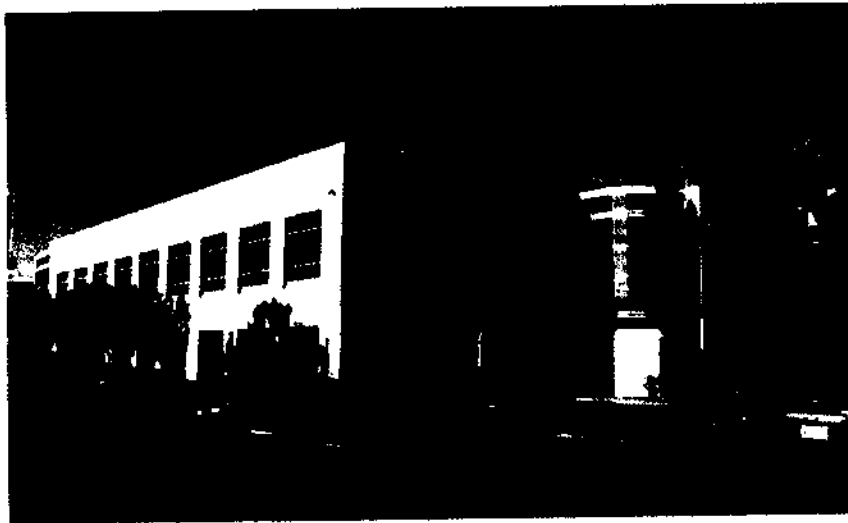


Detailed Breakdown of Pricing

e. Submit a detailed breakdown of all the elements that make up the "Rate per Hour" for Security Services (Security officer's hourly rate, benefits, other direct/indirect costs, overhead and profit). The total rate shall be provided in the Price Forms.

4. Proposer Qualifications

Provide a description of the overall history and qualifications of the Proposer. Proposers should describe the history of the contractor, including the size, location of offices, years in business, contract terminations, and name of owner(s). Describe contractor's specialties and strengths and highlight any particular qualifications or experience that differentiates the Proposer from its competitors.

History and Qualifications

Pictured above: AGS Headquarters in Los Angeles, CA.

Founded in 1997, American Guard Services, Inc. ("AGS") is a nationwide woman-owned corporation with licenses, resources, personnel, and offices nationwide; we have been providing security services to government and commercial clients for over twenty-three (23) years.

AGS employs more than 4,000 people all over the country. Our services include unarmed and armed security officers, mobile patrols, surveillance solutions, security consulting and investigations, loss prevention, crossing guards, event security, risk management, facial recognition integration, thermal camera solutions, and more.

AGS has had successful contracts with federal and local municipalities, higher education clients, K-12 education clients, airports, transit authorities, and maritime facilities.

Our company is growing rapidly thanks to our exceptional quality of services and expanding capabilities.

Size

AGS is a California corporation with a nationwide reach; we have licenses, resources, personnel, and offices nationwide.



- ❖ 30+ branch offices across the United States
- ❖ 4,000 security personnel strong
- ❖ Hundreds of clients, diverse in size and industry
- ❖ Tens of millions of dollars in revenue a year

Although we have amassed the resources and financial strength of a large business, we still handle our client's contracts like a small business—our executive management works closely with each and every contract we acquire and are involved in every aspect of the firm.

We endeavor to make every client feel like an anchor client through a combination of attentiveness, care, and loyalty. Through us, clients experience both the secure stability of a large firm and the close communication of a small firm.

Location of Offices

- | | |
|---|--|
| • 10000 North 31st Ave., Phoenix, AZ 85051 | • 1015 North America Way, Miami, FL 33132 |
| • 433 E. Keats Ave., Fresno, CA 93710 | • 1164 Bishop St., Honolulu, HI 96813 |
| • 7901 Oakport St., Oakland, CA 94621 | • 112 State St., Manhattan, IL 60442 |
| • 1920 S. Archibald Ave., Ontario, CA 91761 | • 24359 Northwestern Hwy., Southfield, MI 48075 |
| • 6381 Auburn Blvd., Citrus Heights, CA 95621 | • 3143 S. Grand Blvd., St. Louis, MO 63118 |
| • 124 East 30th St., National City, CA 91950 | • 2320 Paseo Del Prado, Las Vegas, NV 89102 |
| • 1650 Palma Dr., Ventura, CA 93003 | • 1510 Stuart Rd, Cleveland, TN 37312 |
| • 1125 W. 190th St., Los Angeles, CA 90248 | • 10803 Gulfdale St., San Antonio, TX 78216 |
| • 770 W. Hampden Ave., Suite 350, Englewood, CO 80110 | • 3363 E. Commerce Street, San Antonio, TX 78220 |
| • 7011 North Atlantic Ave., Cape Canaveral, FL 32920 | • 3505 Boca Chica Blvd., Brownsville, TX 78521 |
| • 2550 Eisenhower Blvd., Ft. Lauderdale, FL 33316 | • 2401 Avenue J, Arlington, TX 76006 |
| • 16040 Christensen Road, Tukwila, WA 98188 | • 6666 Harwin Drive, Houston, TX 77036 |

Years in Business

23 years; founded in 1997.



Contract Termination

AGS has had no contract terminations due to noncompliance.

Name Of Owner(s)

Sherine Assal—Chief Executive Officer

Sherif Assal—Senior Vice President

Specialties, Strengths and Differentiating Qualifications and Experience

AGS possess a variety of unique specialties, strengths, qualifications and experience available for the City:

- More than 23 years of experience in the security industry
- Nationwide presence and heavy local presence in the State of California, especially in the South Bay area
- Commitment to hiring locally
- Tailored approaches for each client, reflecting their projects' size and scope
- Transportation Sector Security Specialist
- Centralized back office (Reduce overhead cost and enhanced oversight)
- National Dispatch Center located in our Los Angeles headquarters (Only 5 minutes away from RBTC)
- Umbrella Insurance Policy of \$5 million
- Vast experience with clients similar to RBTC
- A+ Rating with BBB
- In-House Payroll Department
- 95% client retention rate
- Turnover rate not exceeding 30%

Local Corporate Headquarters: AGS's Corporate Headquarters stands in the city of Los Angeles. This office is a state-of-the-art "Class A" facility equipped with a multi-million dollar National Dispatch Center, which operates 24 hours a day, seven days a week.

All accounting, business development, human resources, dispatch, legal department, and other remotely-operable administrative functions are executed at this office. This centrality of operations grants our corporate management greater oversight and quality control, and we can reduce overhead costs associated with managing a nationwide firm.

Our Success Is Through Our Clients: We recognize that—as a contract security service provider—our success is contingent on the success of our clients. We do not succeed without first facilitating the success of others. In that same vein, we aspire to live up to our name and provide the admirable businesses and public agencies all across these United States with professional, responsible, and qualified security services.



4. Proposer Qualifications

Our current size as a large business and our nationwide reach are evidence that, for over 23 years, we have contributed to the success and stability of hundreds of commercial businesses and public agencies across the country.

Flat Management Approach: AGS's flat management approach provides City full access to our key personnel (such as our Executive Vice President Gerald Gregory 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 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 City posts and requests for additional services are always fully staffed.

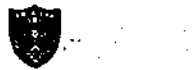
Retention Plan: AGS proactively reduces guard turnover to save time and money, which benefits our clients and allows AGS to keep our bill rates low.

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.



4. Proposer Qualifications

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 operates 24/7 national dispatch center, which increases connection and oversight.

Fleet Management: AGS is able to provide fleet management through Samsara, which ensures vehicular patrols are in compliance.



5. Related Experience

Provide a description of experience of the Project Team with similar projects. Detail experience implementing the type of security program services as outlined in Attachment 2 Scope of Services. List all clients (with addresses and telephone numbers) for whom the proposer has performed similar services within the last 5 years, describe each of these services and include dates of operation.

As a security guard and patrol specialist, AGS has been proudly providing security guard and patrol services each year since it was founded in 1997. This equates to over twenty-three (23) years of experience in the security industry providing the same types of services that The City requires for this contract. Please see the following overview of projects of similar size and scope:

Project	Major Scope Elements						
	Security Guard Services	Transportation Security Services	Public Sector Experience	Public Relations and Policy Enforcement	Monitoring and Patrol	Highly Visible Presences	Emergency Procedure Awareness
Texas Department of Transportation (TxDOT)	✓	✓	✓	✓	✓	✓	✓
Los Angeles Union Station	✓	✓	✓	✓	✓	✓	✓
Mass Transit Agency, County of Hawaii	✓	✓	✓	✓	✓	✓	✓
State Road and Tollway Authority (SRTA), Atlanta Metro	✓	✓	✓	✓	✓	✓	✓
Metropolitan Atlanta Rapid Transit Authority (MARTA)	✓	✓	✓	✓	✓	✓	✓
Woodland Township, TX	✓	✓	✓	✓	✓	✓	✓
Denton County Transit Authority	✓	✓	✓	✓	✓	✓	✓
New York City Department of Transportation	✓	✓	✓	✓	✓	✓	✓
Alabama Department of Transportation	✓	✓	✓	✓	✓	✓	✓
Fort Collins, CO	✓	✓	✓	✓	✓	✓	✓
Fort Worth Independent School District	✓	✓	✓	✓	✓	✓	✓

Note: Past contracts above include experience through both direct and associative management.



The below Scope of Work samples from previous/current transit clients (through both direct and associative management) illustrate AGS's superior qualifications to fulfill The City's contract.

Texas Department of Transportation (TxDOT)

AGS has ten (10) years providing security services for TxDOT's contract in Houston. We provide on-site, uniformed, security guards for various locations. Their responsibilities include monitoring all security systems including burglary, fire, and closed circuit television (CCTV) systems; reporting any maintenance problems to TxDOT building facility manager; completing Electronic Daily Security Report forms; assisting the TxDOT building facility manager and TxDOT Security Branch in implementing TxDOT procedures for all fire alarms, bomb threats, and other emergencies; randomly checking all boxes and containers taken out of the building; providing temporary access cards to visitors; providing access control; and providing security patrols. AGS also serviced another contract with TxDOT for both armed and unarmed uniformed security services to patrol and secure eight Travel Information Centers along the border of the State of Texas, including Laredo, Amarillo, Anthony, Denison, Gainesville, Orange, Texarkana, and Waskom. For each of these eight sites, AGS provided a marked patrol vehicle, and Officer duties included keeping the peace for travelers, securing the premises, and assisting both staff and visitors as needed. The firm also monitored CCTV equipment for specific buildings and areas (e.g., parking lots) when not performing other duties.

Kansas City Area Transportation Authority (KCATA)

KCATA utilizes our firm to extend its mission of providing a safe, reliable, and innovative system that continually grows to meet the changing transit needs of metropolitan Kansas City. AGS in particular secures KCATA's new "Trails Transit Center," which has special historical significance as it is an official trailhead marking an area near where California, Oregon, and Santa Fe Trails converged; it is currently a major stop for six bus routes.

State Road and Tollway Authority (SRTA), Atlanta Metro

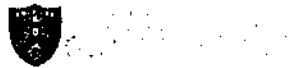
AGS provides unarmed security guards for park & ride lot patrol across the metropolitan region of Atlanta, GA. Guards mitigate and deter theft, vandalism, and transiency on a regular/consistent basis, which ensures the operation of SRTA's regional commuter bus service, Xpress. Five transit lots are covered in the scope, with expansion expected as the contract matures. Safe routes to work and school programs are successfully implemented across the State.

Metropolitan Atlanta Rapid Transit Authority (MARTA)

AGS safeguards facilities of the ninth largest transit system in North America, which provides rail, bus, and para-transit services throughout the greater Atlanta region. Our 24/7 Transit Guards control access to MARTA buildings, provide surveillance, check for appropriate entry identification, monitor for hazards, and more. AGS's customized Alertness Assurance Program has helped reduce the occurrence of accidents and minimize job risks.

Los Angeles Union Station

AGS spent 10 years securing Los Angeles Union Station, and immediately after 9/11, worked diligently to implement increased security efforts; for example, coordination with



local police, FBI, and the Department of Homeland Security—and the provision of threat awareness training for staff members and other employees—were all central and translated into safer transit facilities.

Fort Worth Independent School District

AGS provides security patrol services and bus depot security for Fort Worth ISD in multiple municipalities. Supervision is provided at all times to account for the geographical distance between posts. Our large presence in Texas, and knowledge of school environments, ensure buses arrive and depart on time, and remain undisrupted while parked.

Woodland Township, Texas

Provide security services to Park and Ride lots to ensure the safety and security of personnel and visitors.

Denton County Transit Authority

At DCTA, our firm provides unarmed Officer and patrol services for two operations and maintenance facilities and one transit center and unarmed fare enforcement for commuter rail service. Areas regularly monitored and patrolled include a 20-acre site and 46,000 square foot facility in Lewisville and a 15-acre site and 18,000 square foot facility in Denton, and a 2-acre site in Denton.

Other Transit Related Experience

Galveston Ferry, TXDOT

Ferry service security for multiple vessels; also includes traffic control.

New York City Department of Transportation

AGS provides uniformed, unarmed Security Officers to patrol nine municipal parking facilities on a twenty-four-hour basis, seven days a week. Assigned Security officers patrol the parking deck floors every half hour using a patrol verification system to ensure vehicles are not vandalized, assist customers who lock their keys in the car or have mechanical problems, check for safety hazards, lighting failure, icy conditions, pooling water due to leaks, and secure all doors.

Officers also assist parking deck employees if there are mechanical failures of the entry control gates and provide escorts to the bank to drop off daily receipts.

Alabama Department of Transportation

Security Officers are assigned to patrol and fortify crime-prevention services at 37 locations across the State of Alabama to deter vandalism and other criminal activities and assist visitors while enhancing the safety and welfare of all travelers. This project requires 13 patrol vehicles.

Fort Collins, CO

AGS provides armed Colorado P.O.S.T. certified Officers to protect two parking structures in the core of downtown Fort Collins.



Similar Contracts

Similar contracts with address and contact phone numbers:

Commercial Harbor Facilities on Kawaihe Commercial Harbors within Hilo

869 Punchbowl St., Honolulu, HI 96813

Greer (Baba) Mckeen

808-960-2175

State of Hawaii Department of Transportation – HWY – OM – 2018-32A

869 Punchbowl St. Room 404, Honolulu, HI 96813

Bruce Kawakami

831-6700 x138



6. Proposed Staff Qualifications

Provide a summary of qualifications for all personnel to be involved in the contract, including any sub-contractors, and state the specific role for each. Provide the estimated annual dollar amount of participation by each contractor, whether they are certified as a Disadvantaged Business Enterprise (DBE) and by what agency. Provide a project organizational chart identifying names and titles of the management personnel and other key personnel to be assigned.

Subcontractors

AGS will not be subcontracting any part of this contract.

Project Manager and Security Supervisor

The Project Manager shall have a minimum of three (3) years transit security experience, including at least one (1) year of supervisory experience. A Security Supervisor/Administrator shall have a minimum of one (1) year supervisory experience. Identify and provide a detailed resume for the Project Manager and all Security Supervisors/Administrators, including dates of previous employment. Resumes of other key personnel and the percentage of time dedicated to this contract should also be provided.

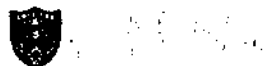
Key Personnel

Key persons below have more than 80+ combined years of experience in the scope of services generally desired by clients such as the 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 and resumes 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 Senior Vice President, 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



6. Proposed Staff Qualifications

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 the 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 transitions, swift issue resolutions, and tailoring security guard program approaches.*

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.*

Jose Aguilar operates as Director of Risk Management, utilizing his years of experience to apply safety procedures, reporting guidelines, and administer low risk plans contract wide. Our impressive Safety Record is preserved and protected on his watch.

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 20 years of experience to the Contract in the security and investigative industries.

Joe Lopez, will be AGS project manager. He has managed similar contracts simultaneously and helped us refine our processes and added value. For the City, he will oversee the nominated local account supervisor while maintaining contact with stakeholders and designees as a liaison.

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	✓	✓	✓	✓
Adolfo Avendano	✓	✓	✓	✓
Jose Aguilar	✓	✓	✓	✓
Craig Weissman, CFE	✓	✓	✓	✓
Joe Lopez	✓	✓	✓	✓



SHERINE ASSAL
CHIEF EXECUTIVE OFFICER

Overview:

Ms. Assal has 23 years' experience in the ownership, management, and operations of security services companies. She started the company in 1997 and helped it grow to \$45 million in sales. Ms. Assal is involved in every aspect of the company, such as Operations, Scheduling and Accounting. Ms. Assal 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. Ms. Assal oversees all employees to ensure high levels of training, consistency, and professionalism in our Guard Force.

Employment History:

1997 – Present	American Guard Services, Inc.	Chief Executive Officer
1989 – 1996	International Services, Inc.	Senior Vice President, Operations

Professional Affiliations:

- Cruise Lines International Association
- Maritime Security Council
- Florida Caribbean Cruise Association
- International Cargo Security Council
- American Society for Industrial Security

Education:

Bachelor of Arts in Business Administration, American University of Cairo



SHERIF ASSAL
SENIOR VICE PRESIDENT

Overview:

Mr. Assal co-founded American Guard Services in 1997 and has been responsible for all aspects of the business along with his sister, Ms. Sherine Assal. Mr. Assal oversees all operations, marketing, legal, M&A and HR functions and represents the company at a variety of trade and industry associations.

Mr. Assal is the driving force behind differentiating American Guard Services from its competitors and building the brand. Mr. Assal has been ultimately responsible for a variety of phenomenally successful acquisitions throughout the United States as well as their subsequent integration into the AGS organization.

Employment History:

1997 – Present	American Guard Services, Inc.	President, Operations
1992 – 1997	International Services, Inc.	Vice President, Marketing

Licenses & Certificates:

Private Investigator, Patrol and Guard Operator

Professional Affiliations:

- Cruise Lines International Association
- Maritime Security Council
- Florida Caribbean Cruise Association
- International Cargo Security Council
- American Society for Industrial Security

Education:

Graduated from Venice High School, CA.

Completed various courses and seminars in Security, Supervision, Management, Law Enforcement, Seaport Security Antiterrorism Training Program with the Federal Law Enforcement Training Academy, Train-the-Trainer Program, and Security Screener Training



GERALD GREGORY
EXECUTIVE VICE PRESIDENT

Overview:

Gerald A. Gregory brings over 40 years of security/investigations and public law enforcement experience. Mr. Gregory began his career in New York City, as an undercover investigator also performing street surveillance operations. Today, a Licensed Private Detective and security professional, Mr. Gregory has extensive industry experience in both the private and public sectors. In the public law enforcement sector, he successfully completed his duty as an Essex County Constable, Police Officer, Sergeant, Lieutenant, and Captain of a police department Emergency Management Division.

Employment History:

2009 - Present	American Guard Services, Inc.	Executive Vice President
2007 – 2009	Beau Security & Investigations, Inc.	President of Internal Intelligence
1990 – 2007	Internal Intelligence Service	Chief Executive Officer & President

Licenses & Certificates:

Private Investigator

Awards:

1998: Received the national leadership award from the National Republican Congressional Committee and was appointed Honorary Co-Chairman of the Business Advisory Council.

1999: Named "Businessman of the Year" by the National Republic Committee. Listed in USA Today.

2003: Was awarded the Republican Senatorial Medal of Freedom, the highest honor a Republican member of the US Senate can bestow.

Education:

- Criminal Justice Associates Degree, John Jay College of Criminal Justice
- Essex County Police Academy, Graduate



ADOLFO AVENDANO
EXECUTIVE VICE PRESIDENT

Overview:

Mr. Avendano has worked in the security industry for over 20 years. He joined American Guard Services, Inc. in February of 2011 after eight years with Guard Systems, Inc, out of Monterey Park, CA. where he was the Regional Manager. Prior to this he worked for American Protective Services out of Covina, California. Mr. Avendano is responsible for all non-maritime security operations in the western United States for American Guard Services ranging from retail to government accounts. Currently he oversees approximately 1,400 staff, including his Operations Management Team.

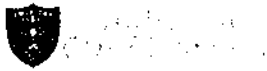
Specific responsibilities include: Operations Management, Business Development, Quality Control, and Training & Development.

Employment History:

2011 – Present	American Guard Services, Inc.	Executive Vice President
2008 – 2011	GSI, MBM, MLS, Reedley	Project Manager
2000 – 2008	Guard Systems, Inc. (GSI)	Operations Manager
1989–2000	American Protective Services	Scheduling Manager

Education and Certifications:

- AA Criminal Justice, Rio Hondo Community College
- LAPD "Community Police Academy" Training
- American Society for Industrial Security (A.S.I.S. International)



JOSE AGUILAR
DIRECTOR OF RISK MANAGEMENT

Overview:

Mr. Jose Aguilar has 28 years of experience in the Claims Management field. He has been responsible for such duties as overseeing new and established claims through closure; interacting with injured employees, managers, medical facilities, claim adjusters, defense attorneys, and third-party administrators; participating in claims review, depositions, hearings, mediations, and arbitrations; conducting internal investigations for work injuries for potential exposure and/or liability; and working collaboratively to enhance safety programs on current injury trends to prevent future injuries/liabilities.

Employment History:

2019 – Present	American Guard Services, Inc	Director of Risk Management
2014 – 2019	Athens Services	Sr. Claims Manager
1999 – 2013	Merchants Building Maintenance	Loss Prevention Manager
1996 – 1999	Xtra Help, Inc./Tandem Staffing	Office Supervisor/Workers Comp. Coordinator
1992 – 1996	Law Offices of Michael Lopiano	Operations Manager

Education:

California State University, Los Angeles

Computer Skills:

- Microsoft Office
- GoldMine Software
- WinTeam
- viaOne Software
- JDi Data Software
- Adobe Reader



CRAIG WEISSMAN, CFE
VICE PRESIDENT OF CONTRACT COMPLIANCE

Overview:

Mr. Weissman has 20 years' experience in the security and investigative industry. His expertise includes contract compliance and management and operational guidance. In addition, his investigative experience includes conducting financial review audits, financial fraud examinations, due diligence investigations, and the corporate restructuring of several companies. His career includes 6 years in the corporate office of Beau Dietl & Associates as Vice President of the White Collar Division, managing a staff of analysts and investigators. As an investigator, he has provided risk assessment and competitive intelligence to help clients make strategic business decisions.

In addition, Mr. Weissman has been a Certified Fraud Examiner since 2004. As granted by the Association of Certified Fraud Examiners, a Certified Fraud Examiner credential denotes proven expertise in fraud prevention, detection, and deterrence. Mr. Weissman graduated from George Washington University with a Bachelor's of Science in Economics.

Specific responsibilities include operations management/guidance, business development, and compliance.

Employment History:

2008 – Present	American Guard Services, Inc.	Vice President
2001 – 2008	Beau Dietl & Associates	Vice President

Education and Certifications:

- BS Economics, George Washington University
- Certified Fraud Examiner (CFE)

**JOE LOPEZ****PROPOSED PROJECT MANAGER****Overview:**

Mr. Lopez has over 25 years of experience as a manager in the security industry. His experience includes a variety of capacities ranging from working as General Manager for a previous Security Company to Regional Manager at American Guard Services. In his career, he has managed multiple contracts and many other sites such as public, military, and private business facilities. Additionally, Mr. Lopez has been instrumental in the continuous development of staff, training programs, and manuals. Mr. Lopez is our proposed Project Manager for this project, to which he is 100% committed.

Employment History:

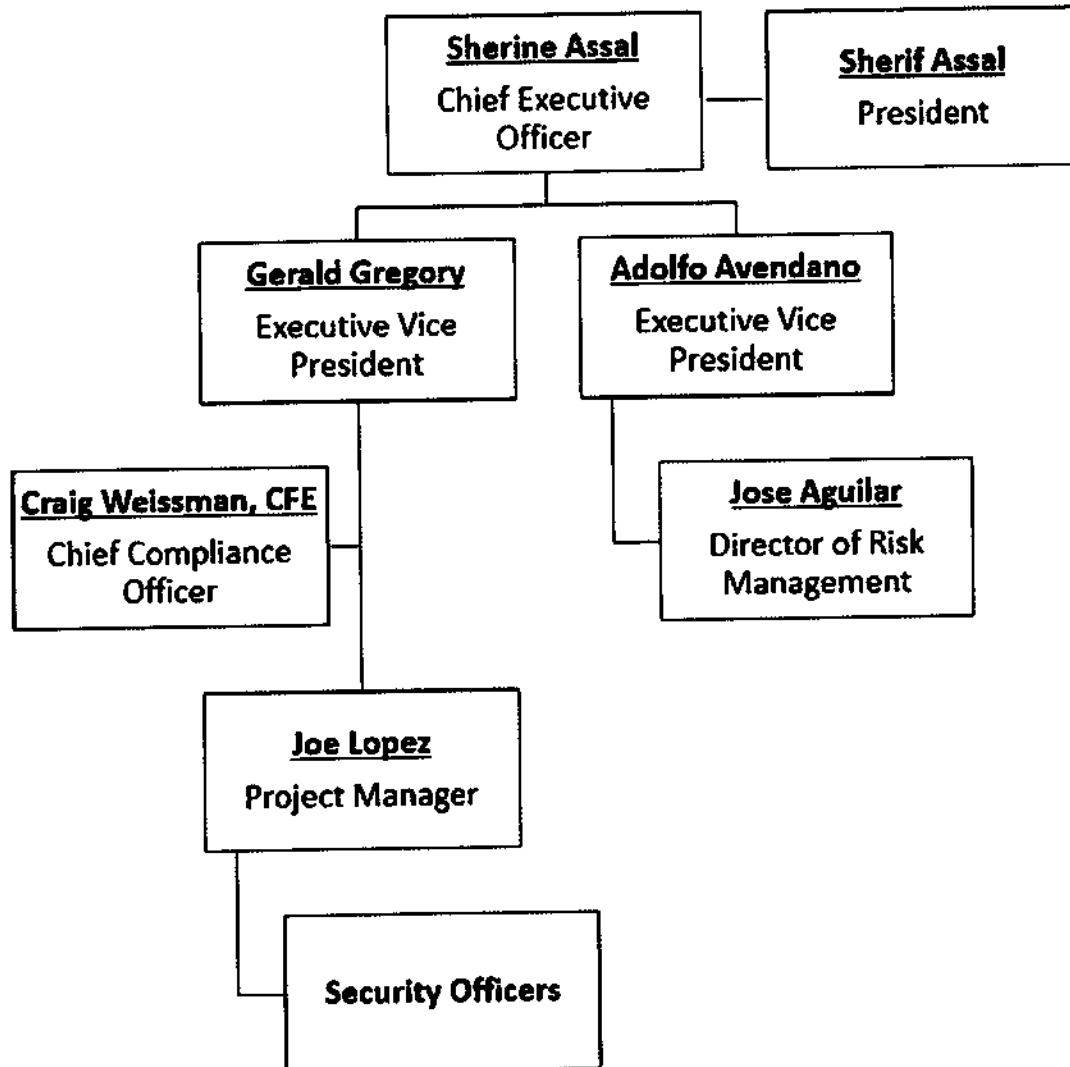
2015 – Present	American Guard Services, Inc.	Regional Manager
2008 – 2015	American Service Industries, Inc.	General Manager
1994 – 2008	Guard Systems, Inc.	Regional Manager

Education and Certifications:

- High School Diploma, Buena Vista Career Academy
- Fire Life Safety Background



Organizational Chart





7. Program Implementation

Proposer may include new ideas to improve the Transit Center Security Program.

The Scope of Services is comprehensive, but it is only through in-depth dialogue with City stakeholders and site surveys wherein we can synthesize new ideas to improve the Transit Security Center Program.

During the transition period prior to contract start, we will work to discover any avenues for improvement via:

- ❖ **On-site surveys** that assess every site for vulnerabilities, areas of concern, perimeter weakness, and other concerns to address through proper coverage
- ❖ **Periodic meetings** with stakeholders in which concerns originally overlooked or omitted from the Scope of Services can be addressed

In our mission to fully satisfy the City through full-service security services, we encourage the City to assist us in discovering areas of concern and crafting solutions collaboratively.



8. References

Provide no less than three (3) references of publicly-funded transit clients similar in scope, over the last 5 (5) years. For each reference, provide the following: • Name of the agency, address, contact person and title, email address and phone number;

- Contract amount
- Term or period of time; and
- Brief description of the work provided.

Name of the agency	Arizona Department of Economic Security
Address	3262 Bob Dr. Ste. 6 Prescott Valley, AZ 86314
Contact person and title	Kristy Prather, Workforce Supervisor, Reemployment Assistance Administration
Email address	dfishel@azdes.gov
Phone number	602-542-2401 Office 928-300-0442 Mobile
Contract amount	\$500,000.00 per year
Term or period	2018 - Current
Brief description of the work provided.	AGS provides the State of Arizona armed and unarmed security services. Our firm provides security in three regions of Arizona (Northern, Southern, and Metro Phoenix East) with over 80 manned security posts. We were able to facilitate a smooth transition in less than a month despite the following: the wide area coverage, high number of posts, sheer volume of personnel required, and lack of significant infrastructure in the State. This illustrates AGS's ability to implement quick transition plans and expand into new regions with little pre-existing presence.

Name of the agency	City of Fresno
Address	2600 Fresno St. #4016, Fresno, CA 93721
Contact person and title	Robin O'Malley, <i>Facilities Manager</i>
Email address	robin.omalley@fresno.gov
Phone number	559-621-1212
Contract amount	\$1,251,778.00 Per year
Term or period	2019 - Current
Brief description of the work provided.	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



8. References

	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.
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Name of the agency	City of Malibu
Address	23825 Stuart Ranch Road, Malibu, CA 90265
Contact person and title	Brandie Ayala, Senior Administrative Assistant
Email address	BAyala@malibucity.org
Phone number	310-456-2489, ext. 352
Contract amount	\$ 46,359 Per year
Term or period	2018 - Current
Brief description of the work provided.	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.

9. Financial Statements

Provide audited financial statements or financial reviews for the past two years. Financial statements or reviews must provide a thorough summary of the financial stability and capacity of the proposing contractor and its parent company, if any. If financial statements are to be treated as confidential, provide in a separate envelope and mark as "Confidential."

Please see the attached 2018 and 2019 financial statements.

Please note that our 2020 audited financial statement is absent. As a large nationwide company, we undergo intensive audits that take an extensive amount of time to complete. Accordingly, we have historically requested and received extensions on the filing of our taxes. Since our company is still in the process of being audited, we are unable to provide our 2020 audited financial statement. We will most likely have our 2020 audited financial statement ready in the fall of 2021. In the interim, we have attached our 2018 and 2019 audited financial statement as evidence of our financial status as a company.

American Guard Services, Inc.

Financial Statements

Year Ended December 31, 2018 and 2017

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Elite CPA Group, Inc.

Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

The Board of Directors
American Guard Services, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of American Guard Services, Inc., (the company), which comprise the balance sheets as of December 31, 2018 and 2017 and the related statements of operations, stockholders' equity and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

INDEPENDENT AUDITOR'S REPORT
(Continued)

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of American Guard Services, Inc. as of December 31, 2018 and 2017 and the results of its operations and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Elite CPA Group, Inc.

August 12, 2019
16520 Bake Pkwy Ste 150 Irvine, CA 92618

AMERICAN GUARD SERVICES, INC.**Balance Sheets
December 31, 2018 and 2017**

	2018	2017
ASSETS		
Current assets		
Cash and cash equivalents	\$ 469,949	\$ 2,365,416
Accounts receivable, net of allowance for doubtful of \$75,000 for 2018 and 2017	14,643,572	10,305,841
Prepaid expenses and accrued revenue	<u>56,150</u>	<u>56,210</u>
Total current assets	15,169,671	12,727,467
Related party receivables, net	3,831,668	3,655,812
Property and equipment, net	3,721,085	3,595,948
Intangible assets, net	304,150	388,545
Other assets	<u>47,485</u>	<u>62,523</u>
Total assets	<u>\$ 23,074,059</u>	<u>\$ 20,430,295</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities		
Accounts payable	\$ 538,506	\$ 228,735
Accrued wages and other current liabilities	836,591	1,128,727
Debt obligations - current portion	13,857,047	889,032
Capital leases - current portion	<u>1,139,128</u>	<u>865,509</u>
Total current liabilities	16,371,272	3,112,003
Debt obligations - net of current portion	0	11,388,666
Capital leases - net of current portion	1,582,231	1,999,093
Other liabilities	<u>300,000</u>	<u>575,000</u>
Total liabilities	<u>18,253,503</u>	<u>17,074,762</u>
Commitments and contingencies (Notes 7, 8, and 9)		
STOCKHOLDERS' EQUITY		
Common stock, authorized, issued and outstanding 1,000 shares	30,000	30,000
Additional paid-in capital	500,000	500,000
Retained earnings	<u>4,290,556</u>	<u>2,825,533</u>
Total stockholders' equity	<u>4,820,556</u>	<u>3,355,533</u>
Total liabilities and stockholders' equity	<u>\$ 23,074,059</u>	<u>\$ 20,430,295</u>

AMERICAN GUARD SERVICES, INC.
Statements of Operations
Years Ended December 31, 2018 and 2017

	2018	2017
Service revenue	\$ 86,696,612	\$ 82,763,057
Cost of service	<u>69,931,435</u>	<u>66,356,523</u>
Gross profit	16,765,177	16,406,534
Selling, general and administrative expenses	<u>13,354,186</u>	<u>12,600,039</u>
Operating income	<u>3,410,991</u>	<u>3,806,495</u>
Other (income) expenses		
Depreciation	828,697	659,569
Amortization	84,395	84,395
Interest expense	1,031,469	927,892
Gain on sale of property and equipment	<u>(25,993)</u>	<u>(20,953)</u>
Other expenses, net	<u>1,918,568</u>	<u>1,650,903</u>
Income before provision for income taxes	1,492,423	2,155,592
Provision for income taxes	<u>27,399</u>	<u>42,034</u>
Net income	<u>\$ 1,465,024</u>	<u>\$ 2,113,558</u>

AMERICAN GUARD SERVICES, INC.**Statement of Stockholders' Equity****Year Ended December 31, 2018 and 2017**

	Common Stock	Additional Paid-In Capital	Retained Earnings	Total Stockholders' Equity
Balances at December 31, 2016	\$ 30,000	\$ 500,000	\$ 2,711,975	\$ 3,241,975
Dividends distribution	--	--	(2,000,000)	(2,000,000)
Net income	<u>--</u>	<u>--</u>	<u>2,113,558</u>	<u>2,113,558</u>
Balances at December 31, 2017	<u>\$ 30,000</u>	<u>\$ 500,000</u>	<u>\$ 2,825,533</u>	<u>\$ 3,355,533</u>
Dividends distribution	--	--	--	--
Net income	<u>--</u>	<u>--</u>	<u>1,465,024</u>	<u>1,465,024</u>
Balances at December 31, 2018	<u>\$ 30,000</u>	<u>\$ 500,000</u>	<u>\$ 4,290,557</u>	<u>\$ 4,820,556</u>

AMERICAN GUARD SERVICES, INC.

Statements of Cash Flows

Years Ended December 31, 2018 and 2017

	2018	2017
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	\$ 1,465,024	\$ 2,113,558
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	828,697	659,569
Amortization	84,395	84,395
Gain on sale of property and equipment	(25,993)	(20,953)
Changes in operating assets and liabilities		
Accounts receivable	(4,337,730)	(36,015)
Accounts payable	309,770	(2,129,037)
Accrued wages and other current liabilities	(292,136)	(2,269,505)
Other Assets	15,097	710,531
Other liabilities	(275,000)	(575,000)
Total adjustments	(3,692,900)	(3,576,015)
Net cash provided by operating activities	(2,227,876)	(1,462,457)
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property and equipment	(999,942)	(3,008,919)
Proceeds from sale of property and equipment	72,100	25,922
Net change to other assets	0	(22,520)
Net cash used in investing activities	(927,842)	(3,005,517)
CASH FLOWS FROM FINANCING ACTIVITIES		
Net change in bank overdraft and outstanding checks	0	(133,953)
Net change in related party receivables	(175,856)	3,757,997
Net change to line of credit	2,400,230	3,071,492
Borrowings from note payable	75,542,934	77,872,687
Repayments on note payable	(75,390,305)	(74,969,831)
Payments on automobile loans	0	(85,571)
Payments on capital leases	(1,116,752)	(679,431)
Distributions to stockholders	0	(2,000,000)
Net cash used in financing activities	1,260,251	6,833,390
Net change in cash	(1,895,467)	2,365,416
Cash, beginning of year	2,365,416	—
Cash, end of year	\$ 469,949	\$ 2,365,416
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash paid for interest	\$ 1,031,469	\$ 927,892
Cash paid for taxes	\$ 27,399	\$ 42,034

AMERICAN GUARD SERVICES, INC.

Notes to Financial Statements
December 31, 2018 and 2017

NOTE 1. NATURE OF OPERATIONS

American Guard Services, Inc. (AGS) was incorporated in 1997 under the laws of the state of California. AGS' primary business is to assist its clients in the development and implementation of their security programs. AGS' customer base includes both the private and the governmental sectors. AGS as a whole provides uniformed and plain-clothed security officers to more than 300 industrial, commercial, public and government sector customers. As of December 31, 2018, AGS provides services in the states of Alabama, Arizona, California, Florida, Hawaii, Louisiana, Michigan, Nevada, South Carolina, Texas and Washington.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Cash and Cash Equivalents: The Company considers cash in operating bank accounts, cash on hand and short-term securities purchased with maturity of three months or less to be cash and cash equivalents.

Accounts Receivable: The Company records receivables at the amount invoiced to customers for services rendered. Management determines the allowance for doubtful accounts by regularly evaluating individual customer receivables by considering a customer's financial condition, credit history and current economic conditions. Accounts receivable are written off when deemed uncollectible. Recoveries of accounts receivables previously written off are recorded as gains when received. Management believes that an allowance of doubtful accounts of \$75,000 at December 31, 2018 and 2017 are adequate.

Property and Equipment: Property and equipment are stated at cost. When management sells or retires an asset, its cost and related accumulated depreciation are removed from the respective asset accounts with any resulting gain or loss included in operations. Leasehold improvements are to be amortized over the shorter of the useful life of the assets or a term that includes required lease periods and renewals that are deemed to be reasonably assured. The Company calculates depreciation using the straight line method over the estimated useful lives of the applicable assets ranging from 3 to 15 year. Expenditures for maintenance and repairs are charged to costs and expensed as incurred. Expenditures for renewals and betterments are capitalized.

Impairment of Long-Lived Assets: The Company reviews its long-lived assets for impairment whenever an event occurs that indicates impairment may exist. The carrying value of intangible assets is based on management's current assessment of recoverability. The Company evaluates recoverability using both objective and subjective factors. Objective factors include management's best estimates of projected future earnings, cash flows, analysis of recent sales and earnings trends. Subjective factors include competitive analysis and the Company's strategic focus. No impairment loss has been identified for year ended December 31, 2018 and 2017.

Intangible Assets: Intangible assets consist of customer relationships which are amortized using the straight-line method over their estimated useful lives of 15 years. The Company evaluates the remaining useful lives of intangible assets each reporting period to determine whether events and circumstances warrant a revision to the remaining period of amortization.

AMERICAN GUARD SERVICES, INC.

Notes to Financial Statements
December 31, 2018 and 2017

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition: The Company recognizes fees for services rendered and invoiced to the customer, at contractual hourly rates and rental of equipment. Service fees recognized but unbilled of \$457,638 and \$894,895 at December 31, 2018 and 2017, respectively, were included in accounts receivable in the accompanying balance sheet.

Income Taxes: The Company has elected "S" Corporation status for Federal and state income tax purpose. Under this provision, the Company doesn't pay Federal income taxes, and operating income and losses are passed through to the stockholders. State income taxes are provided for based upon earnings reported for financial statement purposes at the "S" Corporation rate of about 1.5% to 7% at December 31, 2018 and 2017.

The Company's policy is to recognize tax positions in the financial statements when it is more-likely-than-not the position will be sustained upon examination by the tax authorities. As of December 31, 2018 and 2017, the Company had no uncertain tax positions that qualify for either recognition or disclosure in the financial statements. As of December 31, 2018, the Company's annual tax filings for the prior three years are open for examination by Federal agencies and up to four years by state tax agencies.

Use of Estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during reporting period. Actual results could differ from those estimates.

Subsequent Events: The Company has evaluated subsequent events through 8/12/2019, the date these financial statements were available to be issued, and has determined that no events or transactions need to be recognized or disclosed in these financial statements, except as disclosed elsewhere in the financial statements and notes

Recently Issued Accounting Standards: In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2014-09, Revenue from Contracts with Customers: Topic 606. Under Topic 606, the entity is required to recognize revenue upon transfer of goods or services to customers, in an amount that reflects the expected consideration received in exchange for those goods or services. Management is currently assessing the impact of Topic 606 on the financial statements. The updated standard is effective for annual reporting period beginning after December 15, 2018. The Company does not expect this ASU to have a material impact on its financial statements.

In February 2016, FASB issued ASU 2016-02, Leases (Topic 842). The guidance in this ASU supersedes the leasing guidance in Topic 840 Leases. The main difference between previous GAAP and Topic 842 is the recognition of lease assets and lease liabilities by lessees for those leases classified as operating leases under previous GAAP. The new standard is effective for fiscal years beginning after December 15, 2019 for nonpublic business entities, including interim periods within those fiscal years. Early adoption is permitted. The Company is currently evaluating the potential impact of the adoption of this standard on its financial statements.

AMERICAN GUARD SERVICES, INC.

Notes to Financial Statements
December 31, 2018 and 2017

NOTE 3. PROPERTY AND EQUIPMENT

Property and equipment consist of the following at December 31:

	2018	2017
Leasehold improvements	\$ 0	\$ 221,915
Furniture and fixtures	203,544	136,983
Equipment	6,121,379	9,087,370
Vehicles	<u>257,730</u>	<u>500,329</u>
	6,582,653	9,946,597
Less accumulated depreciation	<u>2,861,568</u>	<u>6,350,649</u>
	<u>\$ 3,721,085</u>	<u>\$ 3,595,948</u>

Assets under capital leases amounted to \$4,174,302 and \$8,300,155 less accumulated depreciation of \$364,172 and \$5,040,952 as of December 31, 2018 and 2017, respectively.
Depreciation expense amounted to \$828,697 and \$659,569 for year ended December 31, 2018 and 2017, respectively.

NOTE 4. INTANGIBLE ASSETS

Intangible assets consist of the following at December 31:

	2018	2017
Customer relationships	\$ 1,349,406	\$ 1,349,406
Covenant not to compete	<u>10,500</u>	<u>10,500</u>
	1,359,906	1,359,906
Less accumulated amortization	<u>1,055,756</u>	<u>971,361</u>
	<u>\$ 304,150</u>	<u>\$ 388,545</u>

Amortization expense amounted to \$84,395 and \$84,395 for year ended December 31, 2018 and 2017, respectively.

Future amortization expense is expected to approximate the following:

Years ending December 31:

2019	\$ 84,395
2020	66,714
2021	51,014
2022	51,014
Thereafter	<u>51,013</u>
Total	<u>\$ 304,150</u>

AMERICAN GUARD SERVICES, INC.

Notes to Financial Statements
December 31, 2018 and 2017

NOTE 5. DEBT OBLIGATIONS

Debt obligations consist of the following as of December 31:

	2018	2017
Credit line with RTS Financial Service, Inc. (RTS) with a factoring agreement terminating in August 2019. The credit line accrues interest at RTS' Prime rate (3.50% at December 31, 2018) plus 3.5%. The agreement calls for 95% advances on eligible receivables. The balance at December 31, 2018 was classified as a current maturity pending term extension or refinancing.	\$ 12,387,718	\$ 9,970,130
Note payable with RTS secured by all assets of American Guard Services, Inc. The note bears interest at RTS's Prime Rate plus 5.5% and requires weekly payments of principal and interest in the amount of approximately \$17,484 through August 2019.	1,403,413	2,130,361
Revolving credit line with Dell Business Credit accrues interest at three different rate plans of 1.99%, 3.99% and 12.99% with principal and interest due on a monthly basis. The credit line has a \$165,000 limit and has no specified expiration date.	50,002	67,360
Auto loans maturing in 2019, accruing interest at rates between 2.90% and 4.29%. Auto loans are collateralized by the related equipment.	<u>15,914</u>	<u>109,847</u>
	13,857,047	12,277,698
	<u>13,857,047</u>	<u>889,032</u>
Less current maturities	<u>\$ 0</u>	<u>\$ 11,388,666</u>

Principal maturities of debt are as follows:
Year Ending December 31

2019	\$ 13,857,047
Thereafter	--
Total	<u>\$ 13,857,047</u>

AMERICAN GUARD SERVICES, INC.**Notes to Financial Statements****December 31, 2018 and 2017**

NOTE 6. CAPITAL LEASES

The company entered into various capital lease agreements, primarily for equipment. The terms of the lease agreements range between 3 – 5 years. Capital leases are included in property and equipment (see also Note 3) and consist of the following as of December 31:

	2018	2017
Capital equipment leases with implicit interest rates of 4.83% - 5.50%, aggregate monthly payments of approximately \$111,827. Secured by related equipment; maturing between fiscal years 2019 - 2021.	\$ 2,721,359	\$ 2,864,602
Current portion of capital lease obligation	<u>1,139,128</u>	<u>865,509</u>
Capital lease obligation, net of current portion	<u>\$ 1,582,231</u>	<u>\$ 1,999,093</u>

Future minimum lease payments under the capital lease obligations are as follows:

Years ending December 31:	
2019	\$ 1,270,624
2020	1,198,617
2021	563,359
2022	12,810
2023	<u>--</u>
Total minimum lease payments	3,045,410
Less amount representing interest	<u>324,051</u>
Present value of future minimum lease payments	2,721,359
Less current portion	<u>1,139,128</u>
	<u>\$ 1,582,231</u>

AMERICAN GUARD SERVICES, INC.

Notes to Financial Statements
December 31, 2018 and 2017

NOTE 7. COMMITMENTS AND CONTINGENCIES

Litigation: The Company was a defendant in a combined class action lawsuit that was related to an employment matter. In July 2015, the case resulted in a class action settlement of \$1,500,000, including attorney fees of \$500,000, attorney costs of \$50,000, enhancement awards of \$40,000, and administration expenses of \$33,750. A monthly installment in the amount of \$25,000 started December 2015 through November 2020. The unpaid settlement of \$600,000 and 875,000 are included in other current liabilities and other liabilities as of December 31, 2018 and 2017, respectively.

The Company is involved in litigation in the normal course of business. The Company believes that the result of any potential or pending litigation will not have a material adverse effect on the Company's financial condition. Due to the uncertainty of the outcome, the Company has not accrued any loss provision as of December 31, 2018 and 2017.

Operating Leases: The Company leases certain operating facilities and is also committed under various leases with respect to its operations. The Company also leases various automobiles in connection with its operations and accounts for these leases as operating leases.

Future minimum payments under non-cancelable operating leases at December 31 excluding leases from related parties (see Note 8) are as follows:

Year Ending December 31,	
2019	\$ 774,189
2020	603,920
2021	272,824
2022	14,169
2023	--
Total	<u>\$ 1,665,102</u>

Rent expense and auto lease expense for the year ended December 31, 2018 and 2017 were 1,981,058 and \$732,640, respectively.

AMERICAN GUARD SERVICES, INC.

Notes to Financial Statements
December 31, 2018 and 2017

NOTE 8. RELATED PARTY TRANSACTIONS

The following loans receivable as of December 31, 2018 and 2017 represent advances to and from related parties as follows:

	2018	2017
Due from stockholders	\$ 6,942,048	\$ 7,414,614
Due from Worldwide Sourcing Group (WSG)	671,823	471,000
Due to Vets Securing America	<u>(3,782,203)</u>	<u>(4,229,802)</u>
	<u>\$ 3,831,668</u>	<u>\$ 3,655,812</u>

The above obligations are interest free and have no stated due date.

The Company and WSG, a related party through common ownership, have a mutual client. The billing is handled by WSG and the Company charged WSG for its portion. Total billing for 2018 and 2017 were \$4,330,423 and \$5,952,857, respectively.

Vets Corporation, a related party, has provided AGS with subcontractor services during 2018 and 2017. The total amount of service provided in 2018 and 2017 amounted to \$63,856,718 and \$60,829,147 respectively.

Vets paid for liability and auto insurance on behalf of the entities in the group and the Company paid Vets back for its portion.

The Company has moved into a new facility located in Gardena, Los Angeles in July 2018. The new facility is owned by 1125 190th, LLC, an entity under common control with the Company. The leased property is currently maintained on an annual basis. 1125 190th, LLC's primary business is the rental of office spaces to third parties, AGS and its affiliates. The Company does not consider 1125 190th, LLC to be a variable interest entity. The lease provides for a monthly rent amount of \$61,716.67 with an annual increase of 3% and an expiration date of December 2027. Total rent paid to 1125 190th, LLC for the year ended December 31, 2018 amounted to \$655,017.

The Company has leased its primary facility during 2017 and the first six months of 2018 from S&S Entities LLC, an entity under common control with the Company. The leased property was located in Carson, California. The Company does not consider S&S Entities LLC to be a variable interest entity. The lease was on a month-to-month tenancy and terminated in July 2018. Total rent paid to S&S Entities, LLC for the period ended July 31, 2018 and December 31, 2017 amounted to \$199,500 and \$342,000 respectively.

AMERICAN GUARD SERVICES, INC.

Notes to Financial Statements
December 31, 2018 and 2017

NOTE 9. CONCENTRATIONS OF CREDIT RISK

The Company's financial instruments that are potentially subject to concentrations of credit risk consist primarily of cash, cash equivalents and accounts receivable. These instruments are short-term in nature and bear minimal risk. To date, the Company has not experienced any significant losses on these instruments.

The Company has cash deposits in local domestic bank accounts and deposits are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Periodically, the Company may maintain balances in excess of the insured amount. The Company has not experienced any losses on any deposits. The Company monitors the financial stability and credit worthiness of the financial institution.

The Company performs ongoing credit evaluations of its customers' financial condition and collateral is not required. Accounts receivable with these clients were current at December 31, 2018 and 2017. Management believes that they have adequate reserves in place against open receivables as of December 31, 2018 and 2017. For the year ended December 31, 2018 and 2017, approximately 58% and 52% of the Company's revenues were from the top ten customers. The accounts receivable balance from these customers as of December 31, 2018 and 2017 represented 59% and 42% of the Company's accounts receivable balance.

American Guard Services, Inc.

Financial Report

Year Ended December 31, 2019

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INDEPENDENT AUDITOR'S REPORT

To the Stockholders of
American Guard Services, Inc.,
Carson, California

Report on the Financial Statements

We have audited the accompanying financial statements of American Guard Services, Inc. (the Company) which comprise the balance sheet as of December 31, 2019, and the related statement of income, changes in stockholders' equity and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of American Guard Services, Inc. as of December 31, 2019, and the results of its operations and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Hutchinson and Bloodgood LLP

November 6, 2020

AMERICAN GUARD SERVICES, INC.**Balance Sheet****December 31, 2019****ASSETS**

Current assets	
Cash and cash equivalents	\$ 561,137
Accounts receivable, net	16,116,442
Prepaid expenses and other current assets	75,174
Total current assets	<u>16,752,753</u>
Due from stockholders	6,742,893
Property and equipment, net	4,622,279
Intangible assets, net	219,756
Deposits	43,790
Total assets	<u>\$ 28,381,471</u>

LIABILITIES AND STOCKHOLDERS' EQUITY

Current liabilities	\$ 14,367,023
Lines of credit	536,487
Accounts payable	1,924,775
Due to related party	958,484
Accrued wages and other current liabilities	1,905,995
Debt obligations - current portion	1,576,799
Capital leases - current portion	<u>21,269,563</u>
Total current liabilities	
Other liabilities	156,431
Debt obligations - net of current portion	<u>1,291,279</u>
Capital leases - net of current portion	<u>22,717,273</u>
Total liabilities	

Commitments and contingencies (Notes 7, 8, and 9)

STOCKHOLDERS' EQUITY

Common stock, 1,000 shares authorized, issued, and outstanding	30,000
Additional paid-in capital	500,000
Retained earnings	<u>5,134,198</u>
Total stockholders' equity	<u>5,664,198</u>
Total liabilities and stockholders' equity	<u>\$ 28,381,471</u>

The accompanying notes are an integral part of this financial statement.

AMERICAN GUARD SERVICES, INC.**Statement of Income****Year Ended December 31, 2019**

Service revenue	\$ 98,683,337
Cost of service revenue	<u>79,152,548</u>
Gross profit	19,530,789
Selling, general and administrative expenses	<u>16,379,564</u>
Operating income	<u>3,151,225</u>
Other income (expenses)	
Depreciation	(936,767)
Amortization	(84,395)
Interest expense	(1,316,628)
Other non-operating expenses	(15,990)
Other income	511
Gain on sale of property and equipment	<u>55,000</u>
Other expenses, net	<u>(2,298,269)</u>
Income before provision for income taxes	852,956
Provision for income taxes	<u>9,315</u>
Net income	<u>\$ 843,641</u>

The accompanying notes are an integral part of this financial statement.

AMERICAN GUARD SERVICES, INC.**Statement of Changes in Stockholders' Equity**
Year Ended December 31, 2019

	Common Stock	Additional Paid-in Capital	Retained Earnings	Total Stockholders' Equity
Balances at December 31, 2018	\$ 30,000	\$ 500,000	\$ 4,290,557	\$ 4,820,557
Net income	<u>--</u>	<u>--</u>	<u>843,641</u>	<u>843,641</u>
Balances at December 31, 2019	<u>\$ 30,000</u>	<u>\$ 500,000</u>	<u>\$ 5,134,198</u>	<u>\$ 5,664,198</u>

AMERICAN GUARD SERVICES, INC.**Statement of Cash Flows****Year Ended December 31, 2019**

CASH FLOWS FROM OPERATING ACTIVITIES	
Net income	<u>\$ 843,641</u>
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation	936,767
Amortization	84,395
Gain on sale of property and equipment	(55,000)
Changes in operating assets and liabilities	
Accounts receivable	(1,472,870)
Prepaid expenses and other current assets	(9,641)
Deposits	(5,688)
Accounts payable	(2,019)
Due to related party	(1,185,605)
Accrued wages and other current liabilities	121,893
Other liabilities	(300,000)
Total adjustments	<u>(1,887,768)</u>
Net cash provided by operating activities	<u>(1,044,127)</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Collections on amounts due from stockholders	199,155
Additions to property and equipment	(74,891)
Proceeds from sale of property and equipment	55,000
Net cash used in investing activities	<u>179,264</u>
CASH FLOWS FROM FINANCING ACTIVITIES	
Net borrowings on lines of credit	1,929,303
Borrowings from note payable	2,000,000
Repayments on note payable	(1,546,816)
Payments on automobile loans	(30,624)
Payments on capital leases	(1,395,812)
Net cash used in financing activities	<u>956,051</u>
Net increase in cash	91,188
Cash and cash equivalents, beginning of year	<u>469,949</u>
Cash and cash equivalents, end of year	<u>\$ 561,137</u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION	
Cash paid for interest	<u>\$ 1,316,628</u>
Cash paid for taxes	<u>\$ 1,600</u>
NON CASH FINANCING AND INVESTING ACTIVITIES	
Assets acquired through capital leases	<u>\$ 1,542,531</u>
Assets acquired through notes payable	<u>\$ 220,539</u>

The accompanying notes are an integral part of this financial statement.

AMERICAN GUARD SERVICES, INC.

Notes to Financial Statements
December 31, 2019

NOTE 1. NATURE OF OPERATIONS

American Guard Services, Inc. (the Company or AGS) was incorporated in 1997 under the laws of the state of California. The Company's primary business is to assist its clients in the development and implementation of their security programs. The customer base includes both the private and the governmental sectors. AGS provides uniformed and plain-clothed security officers to more than 300 industrial, commercial, public and government sector customers. As of December 31, 2019, AGS provides services throughout United States of America.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Use of Estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during reporting period. Actual results could differ from those estimates. Material estimates that are particularly susceptible to significant change in the near term relate to, but not limited to, the determination of depreciation and amortization expense.

Cash and Cash Equivalents: For purposes of financial statement presentation, the Company considers all highly-liquid financial instruments with an original maturity of three months or less to be cash equivalents.

Accounts Receivable: The Company records receivables at the amount invoiced to customers for services rendered. Management determines the allowance for doubtful accounts by regularly evaluating individual customer receivables by considering a customer's financial condition, credit history and current economic conditions. Accounts receivable are written off when deemed uncollectible. Recoveries of accounts receivables previously written off are recorded as gains when received. Management believes that an allowance of doubtful accounts of \$75,000 as of December 31, 2019 was adequate.

Property and Equipment: Property and equipment are stated at cost less accumulated depreciation and amortization. Depreciation and amortization is computed using the straight-line method for financial statement purposes over the estimated useful lives of the related assets. Leasehold improvements are amortized on the straight-line method over the shorter of their estimated useful lives or lease terms. The estimated useful lives of the assets are:

Furniture and fixtures	7 years
Equipment	5 years
Vehicles	5 years

AMERICAN GUARD SERVICES, INC.

Notes to Financial Statements

December 31, 2019

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment (continued): The Company evaluates its long-lived assets for impairment whenever events or circumstances indicate impairment may exist and the carrying value of an asset may not be recoverable. The Company evaluates recoverability using both objective and subjective factors. Objective factors include management's best estimates of projected future earnings, cash flows, analysis of recent sales and earnings trends. Subjective factors include competitive analysis and the Company's strategic focus. An impairment loss would be recognized when the estimated future cash flow from the use of the asset and its eventual disposal is less than its carrying amount. No impairment loss has been identified for 2019.

Expenditures for maintenance and repairs are charged to costs and expensed as incurred, while major renewals and betterments are capitalized and are subject to depreciation and amortization over the estimated useful lives.

When property and equipment are retired or sold, the cost and accumulated depreciation and amortization are removed from the accounts and any gain or loss is included in operations.

Intangible Assets: Intangible assets consist of customer relationships and covenant not to compete which are amortized using the straight-line method over their estimated useful lives of 15 years. The Company evaluates the remaining useful lives of intangible assets each reporting period to determine whether events and circumstances warrant a revision to the remaining period of amortization.

Revenue Recognition: The Company recognizes fees for services rendered and invoiced to the customer, at contractual hourly rates and rental of equipment. Service fees recognized but unbilled of \$605,289 at December 31, 2019 were included in accounts receivable in the accompanying balance sheet.

Advertising Costs: Advertising costs, except for costs associated with direct-response advertising, are charged to operations when incurred.

Income Taxes: The Company, with the consent of its stockholders, has elected under the Internal Revenue Code to be taxed as an S Corporation. In lieu of corporation income taxes, the stockholders of an S Corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in these financial statements. The state tax rate for Subchapter S Corporations varies.

AMERICAN GUARD SERVICES, INC.

Notes to Financial Statements
December 31, 2019

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Taxes (continued): The Company uses a recognition threshold and a measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. Benefits from tax positions are recognized in the financial statements only when it is more-likely-than-not that the tax position will be sustained upon examination by the appropriate taxing authority that would have full knowledge of all relevant information. A tax position that meets the more-likely-than-not recognition threshold is measured at the largest amount of benefit that is greater than 50% likely of being realized upon ultimate settlement. Tax positions that previously failed to meet the more-likely-than-not recognition threshold are recognized in the first subsequent financial reporting period in which that threshold is met. Previously recognized tax positions that no longer meet the more-likely-than-not recognition threshold are derecognized in the first subsequent financial reporting period in which that threshold is no longer met. At December 31, 2019, the Company did not have a tax position that failed to meet the more-likely-than-not recognition threshold.

The Company's tax years that remain open and are subject to examination by jurisdiction are:

Federal: 2016 to 2019
State: 2015 to 2019

Pending Accounting Pronouncements: In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers (Topic 606)*, requiring an entity to recognize the amount of revenue to which it expects to be entitled for the transfer of promised goods or services to customers. The updated standard will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective and permits the use of either a full retrospective or retrospective with cumulative effect transition method. In August 2015, the FASB issued ASU 2015-14 which defers the effective date of ASU 2014-09 one year making it effective for annual reporting periods beginning after December 15, 2018, and interim periods within annual periods beginning after December 15, 2019. In May 2020, the FASB deferred the effective date of ASU 2014-09 one year making it effective for annual reporting periods beginning after December 15, 2019 and interim reporting periods beginning after December 15, 2020. The Company has not yet selected a transition method and is currently evaluating the effect that the standard will have on the financial statements.

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*. The guidance in this ASU supersedes the leasing guidance in Topic 840, *Leases*. Under the new guidance, lessees are required to recognize lease right-of-use assets and lease liabilities on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. In July 2019, the FASB voted to delay implementation of Topic 842 for private companies until the annual periods beginning after December 15, 2020. On May 20, 2020, the FASB approved one-year effective date deferral of ASC 842 for private companies to fiscal years beginning after December 15, 2021, and interim periods within fiscal years beginning after December 15, 2022. The guidance requires companies to apply the requirements in the year of adoption using a modified retrospective approach. The Company has not yet adopted the standard, and the management is currently evaluating the impact of the adoption of ASU 2016-02 on the financial statements.

AMERICAN GUARD SERVICES, INC.

Notes to Financial Statements
December 31, 2019

NOTE 3. PROPERTY AND EQUIPMENT

Property and equipment consist of the following at December 31, 2019:

Furniture and fixtures	\$ 203,544
Equipment	7,213,335
Vehicles	<u>338,039</u>
	7,754,918
Less accumulated depreciation and amortization	<u>(3,132,639)</u>
	<u>\$ 4,622,279</u>

Depreciation expense for the year ended December 31, 2019 was \$936,767.

NOTE 4. INTANGIBLE ASSETS

Intangible assets consist of the following at December 31, 2019:

Customer relationships	\$ 1,255,422
Covenant not to compete	<u>10,500</u>
	1,265,922
Less: accumulated amortization	<u>(1,046,166)</u>
	<u>\$ 219,756</u>

Amortization expense for the year ended December 31, 2019 was \$84,395. Amortization of the intangible assets in future years is as follows:

Years Ending December 31:	
2020	\$ 66,714
2021	51,014
2022	51,014
2023	<u>51,014</u>
Total	<u>\$ 219,756</u>

NOTE 5. LINES OF CREDIT

The Company has a line of credit with RTS Financial Service, Inc. (RTS) under a factoring agreement, which allowed for 95% advances on eligible receivables. The line of credit is personally guaranteed by the stockholders of the Company and collateralized by substantially all assets of the Company. The line of credit bore interest at prime rate (4.75% at December 31, 2019) plus 2.55% per annum. The outstanding balance on this line of credit was \$14,295,258 as of December 31, 2019. The Company paid a total interest of \$1,013,731 during the year ended December 31, 2019. The line of credit matured and was repaid in September 2020.

AMERICAN GUARD SERVICES, INC.

Notes to Financial Statements
December 31, 2019

NOTE 5. LINES OF CREDIT (Continued)

The Company also has a revolving line of credit of \$165,000 with Dell Business Credit. The line of credit is secured by the equipment purchased under the line of credit. The line of credit bears an interest of 12.99% per annum with principal and interest due monthly with no specified expiration date. The outstanding balance on this line of credit was \$71,765 as of December 31, 2019. The Company paid a total interest of \$2,363 for the year ended December 31, 2019.

NOTE 6. DEBT OBLIGATIONS

Debt obligations consist of the following as of December 31, 2019:

Note payable with RTS, secured by all assets of the Company, personally guaranteed by the stockholders, payable in weekly installments of \$20,000, including interest at Prime rate (4.75% at December 31, 2019) plus 5.5%, matured and repaid in September 2020	\$ 1,856,597
Auto loans, collateralized by the related autos, monthly payments ranging from \$489 to \$540 with interest at rates ranging between 3.99% to 6.99%, maturing on various dates through June 2025	<u>205,829</u>
	2,062,426
	<u>(1,905,995)</u>
Less current maturities	<u>\$ 156,431</u>

Future maturities of debt obligations as of December 31, 2019 are as follows:

Years Ending December 31	
2020	\$ 1,905,995
2021	49,398
2022	49,398
2023	39,763
2024	11,473
Thereafter	<u>6,399</u>
Total	<u>\$ 2,062,426</u>

Interest expense related to debt obligations amounted to \$141,845 for the year ended December 31, 2019.

AMERICAN GUARD SERVICES, INC.

Notes to Financial Statements
December 31, 2019

NOTE 7. OBLIGATION UNDER CAPITAL LEASES

The Company leases equipment under various capital leases. The assets and liabilities under the leases were recorded at the present value of future minimum rental payments. The leased equipment held under capital leases had a total cost of \$5,837,436 and related accumulated depreciation of \$1,774,582 at December 31, 2019. Depreciation expense related to the capital leases for the year ended December 31, 2019 amounted to \$789,014.

Minimum future lease payments under capital leases as December 31, 2019 are as follows:

Year Ending December 31	
2020	\$ 1,756,413
2021	1,143,312
2022	<u>295,110</u>
	3,194,835
Less amount representing interest	<u>(326,757)</u>
	2,868,078
Less current portion	<u>(1,576,799)</u>
	<u>\$ 1,291,279</u>

The interest expense related to these capital leases amounted to \$158,065 for the year ended December 31, 2019.

NOTE 8. RELATED PARTY TRANSACTIONS

Due from Stockholders: The Company has made unsecured, non-interest bearing advances to its stockholders. As of December 31, 2019, the stockholders owed a total of \$6,742,893 to the Company.

Due from Related Parties: The Company and Worldwide Sourcing Group (WSG), a related party through common ownership, have a mutual customer. WSG invoices the customer and collects on outstanding receivable balance on behalf of the Company. When payments are received from the customer, WSG then remits the payments to the Company. During the year ended December 31, 2019, WSG billed and collected \$4,459,677, on behalf of the Company. As of December 31, 2019, there were no amounts due from WSG.

Vets Securing America (VETS), a related party through common ownership, provides the Company with subcontractor services. The total amount of subcontractor services provided in 2019 amounted to \$56,844,042. In addition, VETS paid and was reimbursed by the Company for the following types of expenses:

Workers compensation insurance	\$ 2,474,183
Allocable management payroll	<u>7,132,030</u>
	<u>\$ 9,606,213</u>

As of December 31, 2019, the Company owes VETS \$1,924,775.

AMERICAN GUARD SERVICES, INC.

Notes to Financial Statements
December 31, 2019

NOTE 8. RELATED PARTY TRANSACTIONS (Continued)

Office Lease: The Company leases its corporate office from 1125 190th, LLC (the Landlord), an entity under common control. The monthly rent was \$61,717 with an annual increase of 3% and expires on December 31, 2027, with an option to renew the lease for an additional one-year term. The Company is also responsible for property tax and utilities under the terms of the lease agreement. The Company paid \$370,800 of rent during the year ended December 31, 2019. There was no amount due to the Landlord as of December 31, 2019 (See Note 10).

NOTE 9. CONCENTRATIONS OF CREDIT RISK

The Company's financial instruments that are potentially subject to concentrations of credit risk consist primarily of cash, cash equivalents and accounts receivable. These instruments are short-term in nature and bear minimal risk. To date, the Company has not experienced any significant losses on these instruments.

The Company has cash deposits in local domestic bank accounts and deposits are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Periodically, the Company may maintain balances in excess of the insured amount. The Company has not experienced any losses on any deposits. The Company monitors the financial stability and credit worthiness of the financial institution.

The Company performs ongoing credit evaluations of its customers' financial condition and collateral is not required. Accounts receivable with these clients were current at December 31, 2019 and management believes that they have adequate reserves in place against open receivables as of December 31, 2019. For the year ended December 31, 2019, approximately 12.6% of the Company's revenues was from one major customer. The amount due from this major customer was \$1,274,939 as of December 31, 2019.

NOTE 10. COMMITMENTS AND CONTINGENCIES

Litigation: The Company was a defendant in various lawsuits, which the Company has denied any wrongdoings. The Company has settled some of the lawsuits and accrued approximately \$470,000 of legal settlement due to the amount being probable and estimable as of December 31, 2019.

Periodically, the Company is involved in litigation in the normal course of business. The Company believes that the result of any potential or pending litigation will not have a material adverse effect on the Company's financial condition.

AMERICAN GUARD SERVICES, INC.

Notes to Financial Statements
December 31, 2019

NOTE 10. COMMITMENTS AND CONTINGENCIES (Continued)

Operating Leases: The Company leases various facilities under operating leases expiring on various dates through December 31, 2027. Some of the leases offer options to extend for an additional one to three years. Under some of the lease agreements, the Company is responsible for its prorated share of the property tax and common area maintenance expenses.

Future minimum payments under non-cancelable operating leases at December 31, 2019 are as follows:

Years Ending December 31,	Related Party	Other	Total
2020	\$ 762,818	\$ 316,685	\$ 1,079,503
2021	785,703	203,732	989,435
2022	809,274	124,867	934,141
2023	833,552	61,173	894,725
2024	858,558	33,072	891,630
Thereafter	<u>2,733,330</u>	<u>-</u>	<u>2,733,330</u>
Total	<u>\$ 6,783,235</u>	<u>\$ 739,529</u>	<u>\$ 7,522,764</u>

Rent expense for the years ended December 31, 2019 was approximately \$845,080.

NOTE 11. SUBSEQUENT EVENTS

In March 2020, the World Health Organization declared COVID-19 outbreak as a pandemic, which has spread across the globe and impacted worldwide economic activities. In response, many states and local governments began a series of restrictions on public gatherings, stay at home orders, and advisories and quarantining of people who may have been exposed to the virus.

The COVID-19 crisis has impacted the Company business since the Company provides security for major cruise lines and ports throughout the United States, and all cruise operators have ceased operations due to COVID-19. The cruise line/port industry represents approximately 40% of the Company's business revenue. In addition, the Company provides crossing-guard services for many school districts, which have also shut down without the prospect of re-opening for the remainder of the school year. Furthermore, the Company provides security services for many government agencies, including city halls and government buildings throughout the United States, and they have also been shut down indefinitely. Although COVID-19 has directly impacted the Company's business segment of cruise lines and ports, the Company has been able to recoup the costs and maintain profitability by expanding its services with some of its largest customers in new states and Ventura County, California. Although the full financial impact of COVID-19 may not be known at this time, the outbreak could have an adverse effect on the Company's financial statements and its operations for the year ending December 31, 2020.

In May 2020, the Company entered into a \$15,000,000 Business Loan Agreement with revolving line of credit with Active Universal Capital which bears an interest rate at 6% per annum and is personally guaranteed by the stockholders and secured by accounts receivable with a maturity date of May 1, 2023.

The Company has evaluated subsequent events through November 6, 2020, the date on which the financial statements were available to be issued.



10. Cost Proposal Itemized Form

Proposers are required to complete Attachment 4 Cost Proposal Itemized Form. Comments may be provided to explain or describe each line item. The specific fees and charges will be negotiated with terms and conditions in a contractor agreement after final selection of the contractor.

Please see Attachment 4 attached in section "11. Required Forms".

RFP 2122-001
COST PROPOSAL FORMS

PRICE FORM 1
TOTAL CONTRACT TERM

PROPOSER: American Guard Services, Inc.

	Description	Annual Service Hours	Annual Total
Base Year 1	Security Services for RBTC	6,752.50	\$ 182,317.50
Base Year 2	Security Services for RBTC	6,752.50	\$ 182,317.50
Base Year 3	Security Services for RBTC	6,752.50	\$ 182,317.50
	Total Base Term	20,257.50	\$ 546,952.50
Option Year 1	Security Services for RBTC	6,752.50	\$186,784.28
Option Year 2	Security Services for RBTC	6,752.50	\$186,784.28
Grand Total (5 Years):		33,762.50	\$ 920,521.06

**PRICE FORM 2
ANNUAL COST SHEET
THREE YEAR BASE TERM**

Proposer: American Guard Services, Inc.

LABOR							
PERSONNEL	WEEKLY HOURS	PAY RATES	BILL RATES	HOLIDAY RATE	YEAR 1 Annual Cost	YEAR 2 Annual Cost	YEAR 3 Annual Cost
Security Personnel (1)	40	\$ 17.00	\$ 27.14	\$ 39.36	\$ 35,360.00	\$ 35,360.00	\$ 35,360.00
Security Personnel (2)	40	\$ 17.00	\$ 27.14	\$ 39.36	\$ 35,360.00	\$ 35,360.00	\$ 35,360.00
Security Personnel (3)	40	\$ 17.00	\$ 27.14	\$ 39.36	\$ 35,360.00	\$ 35,360.00	\$ 35,360.00
Security Personnel (4)	9.5	\$ 17.00	\$ 27.14	\$ 39.36	\$ 8,398.00	\$ 8,398.00	\$ 8,398.00
TOTAL Hours							
* Professional labor rates may vary for 1, 2 and 3				Totals	\$ 114,478.00	\$ 114,478.00	\$ 114,478.00

BENEFITS							
PERSONNEL	# Employees	Health Benefit \$	Vacation Days	Sick Days	YEAR 1 Annual Cost	YEAR 2 Annual Cost	YEAR 3 Annual Cost
Security Personnel (1)	1	\$ 0.49	0	0.25	\$ 1,536.81	\$ 1,536.81	\$ 1,536.81
Security Personnel (2)	1	\$ 0.49	0	0.25	\$ 1,536.81	\$ 1,536.81	\$ 1,536.81
Security Personnel (3)	1	\$ 0.49	0	0.25	\$ 1,536.81	\$ 1,536.81	\$ 1,536.81
Security Personnel (4)	1	\$ 0.49	0	0.25	\$ 364.99	\$ 364.99	\$ 364.99
TOTAL Hours							
* Professional benefits may vary for 1, 2 and 3				Totals	\$ 4,975.42	\$ 4,975.42	\$ 4,975.42

EQUIPMENT						
EQUIPMENT	DESCRIPTION	#Units	Rate	YEAR 1 Annual Cost	Year 2 Annual Cost	Year 3 Annual Cost
Cell Phone	Monthly Cost of Cell Phone	1	\$0	\$ 600.00	\$ 600.00	\$ 600.00
Tablet	Monthly Cost of a Tablet	1	\$ 80.00	\$ 960.00	\$ 960.00	\$ 960.00
Other						
Other						
Other						
TOTALS						
Totals				\$ 1,560.00	\$ 1,560.00	\$ 1,560.00

OTHER EXPENSES						
EXPENSES	DESCRIPTION	#Units	Rate	YEAR 1 Annual Cost	Year 2 Annual Cost	Year 3 Annual Cost
Uniforms	Included in OH			\$ 40,869.38	\$ 40,869.38	\$ 40,869.38
Overhead	Overhead			\$ 20,434.69	\$ 20,434.69	\$ 20,434.69
Profit	Profit					
Other						
Other						
TOTALS						
Totals				\$ 61,304.07	\$ 61,304.07	\$ 61,304.07

Additional Service Rates - Base Term						
EXPENSE	DESCRIPTION		Pay Rate	Bill Rate Year 1	Bill Rate Year 2	Bill Rate Year 3
Security Personnel	Unarmed		\$ 17.00	\$ 27.14	\$ 27.14	\$ 27.14
Security Personnel						
Other						
Other						

**PRICE FORM 3
ANNUAL COST SHEET
TWO YEAR CONTRACT EXTENSION PERIOD**

Proposer: American Guard Services, Inc.

LABOR						
PERSONNEL	WEEKLY HOURS	PAY RATES	BILL RATES	HOLIDAY RATE	YEAR 1 Annual Cost	YEAR 2 Annual Cost
Security Personnel (1)	40	\$ 18.00	\$ 28.33	\$ 41.08	\$ 37,440.00	\$ 37,440.00
Security Personnel (2)	40	\$ 18.00	\$ 28.33	\$ 41.08	\$ 37,440.00	\$ 37,440.00
Security Personnel (3)	40	\$ 18.00	\$ 28.33	\$ 41.08	\$ 37,440.00	\$ 37,440.00
Security Personnel (4)	9.5	\$ 18.00	\$ 28.33	\$ 41.08	\$ 8,892.00	\$ 8,892.00
TOTAL Hours						
* Professional labor rates may vary for 1, 2 and 3					Totals	\$ 121,212.00 \$ 121,212.00

BENEFITS						
PERSONNEL	# Employees	Health Benefit \$	Vacation Days	Sick Days	YEAR 1 Annual Cost	YEAR 2 Annual Cost
Security Personnel (1)	1	\$ 0.55	0	0.26	\$ 1,678.96	\$ 1,678.96
Security Personnel (2)	1	\$ 0.55	0	0.26	\$ 1,678.96	\$ 1,678.96
Security Personnel (3)	1	\$ 0.55	0	0.26	\$ 1,678.96	\$ 1,678.96
Security Personnel (4)	1	\$ 0.55	0	0.26	\$ 398.75	\$ 398.75
TOTAL Hours						
* Professional benefits may vary for 1, 2 and 3					Totals	\$ 5,435.63 \$ 5,435.63

EQUIPMENT					
EQUIPMENT	DESCRIPTION	#Units	Rate	YEAR 1 Annual Cost	Year 2 Annual Cost
Cell Phone	Monthly Cost of Cell Phone	1	50	\$ 600.00	\$ 600.00
Tablet	Monthly Cost of a Tablet	1	\$ 80.00	\$ 960.00	\$ 960.00
Other					
Other					
Other					
TOTALS					
Totals				\$ 1,560.00	\$ 1,560.00

OTHER EXPENSES					
EXPENSES	DESCRIPTION	#Units	Rate	YEAR 1 Annual Cost	Year 2 Annual Cost
Uniforms	Included in OH				
Overhead	Overhead			\$ 39,051.10	\$ 39,051.10
Profit	Profit			\$ 19,525.55	\$ 19,525.55
Other					
Other					
TOTALS					
Totals				\$ 58,576.65	\$ 58,576.65

Additional Service Rates - Extension Period					
EXPENSE	DESCRIPTION	Pay Rate	Bill Rate Year 1	Bill Rate Year 2	
Security Personnel	Unarmed	\$ 18.00	\$ 28.33	\$ 28.33	
Security Personnel					
Other					
Other					

Attachment 4 Price Forms for RBTC Cost Proposal

Proposer: American Guard Services, Inc.

Use Price Form worksheets 1-3 to complete the cost proposals. Enter your Proposer name on each worksheet. Save and rename the file with your company name, submit the file on the flashdrive, and include hard copies with proposal.

Pricing shall include all costs associated with providing the Security Services for the RBTC including but not limited to, direct labor, medical and other benefits, training, uniforms and other direct costs, indirect costs, profit and overhead, and all other expenses necessary to perform the work. Provide additional narrative detail to explain the prices quoted in the schedules; supplemental pages shall be provided to show all cost details.

Should extra services be operated at the direction of City, Contractor shall be compensated at the Additional Service Rate included in the cost proposal, and that compensation shall be in addition to the Total Annual Cost specified in the Cost Proposal.

1. Price Form 1: Total Contract Term

Provide Total Annual Costs for Base Years and Option Years

2. Price Form 2: Annual Cost Sheet Three Year Base Term

Provide Pay Rates and Line Item Costs for Base Term Years

3. Price Form 3: Annual Cost Sheet – Extension Years

Provide Pay Rates and Line Item Costs for Option Years

11. Required Forms

Proposers are required to complete Attachment 4 Cost Proposal Forms, Attachment 5 Federal Transit Administration Requirement Certifications, including DBE documents, Attachment 7, Checklist Form, Attachment 8, Addenda Acknowledgement Form, and Attachment 9, Proposer Questionnaire.

Please see the attached:

- ❖ Attachment 4 Cost Proposal Forms
- ❖ Attachment 5 Federal Transit Administration Requirement Certifications, including DBE documents.
- ❖ Attachment 7, Checklist Form
- ❖ Attachment 8, Addenda Acknowledgement Form
- ❖ Attachment 9, Proposer Questionnaire

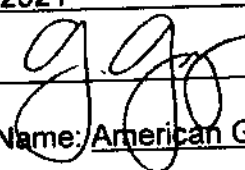
Attachment 5
Form A
FEDERAL TRANSIT ADMINISTRATION REQUIREMENT CERTIFICATIONS

The Contractor certifies that the materials/supplies offered in this procurement comply with all FTA Requirements and Regulations incorporated in Agreement Sections 1 through 18 and listed below:

☐	1.	Incorporation of Federal Transit Administration (FTA) Terms
☐	2.	Federal Changes
☐	3.	No Government Obligation to Third Parties
☐	4.	Access to Records and Reports
☐	5.	Fly America
☐	6.	Clean Air and Federal Water Pollution Control Act
☐	7.	Energy Conservation
☐	8.	Government-wide Debarment and Suspension
☐	9.	Program Fraud and False or Fraudulent Statements and Related Acts
☐	10.	Lobbying Restrictions
☐	11.	Civil Rights Laws and Equal Opportunity
☐	12.	Disadvantaged Business Enterprises (DBE)
☐	13.	Prompt Payment
☐	14.	Employee Protections
☐	15.	Veteran's Employment
☐	16.	Substance Abuse
☐	17.	Termination
☐	18.	Violations and Breaches

Not Applicable

Date: 7/22/2021

Signature: 

Company Name: American Guard Services, Inc.

Title: Executive Vice President

Attachment 5 – Form B

Lobbying Restrictions

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature of Contractor's Authorized Official

Gerald Gregory, Executive Vice President

Name and Title of Contractor's Authorized Official

7/22/2021

Date

Attachment 5 – Form C

PROMPT PAYMENT AFFIDAVIT

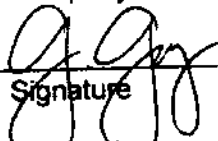
Contractor will place a check in the appropriate box below that applies to this payment request. Re: Payment Request No. _____

I, Gerald Gregory (Name), the Executive Vice President (Title - e.g., President, Vice President, etc.) of American Guard services, Inc. ("Company"), do state the following with regard to payments made under Contract No. _____ ("Contract"):

1. _____ Subcontractors, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than thirty (30) business days after Contractor received payment from City.
2. _____ Copies of invoices and cancelled checks for subcontractors at the first tier who were paid under the prior payment request have been delivered or mailed to the City. In addition, Contractor has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City may cause the Payment Request to be rejected by City.)
3. _____ All retainage amounts withheld from any subcontractor who satisfactorily completed its portion of the contract work, including punch list items, were paid to the subcontractor(s) no later than thirty (30) business days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Contractor. Attach a copy of the cancelled check evidencing payment of each retainage amount.
4. _____ There was no delay in or postponement of any payment owed to a subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the City.
5. _____ The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the City. In addition, the Contractor is required to return any retainage payments to those subcontractors after the subcontractor's work related to this contract is satisfactorily completed and within 30 days of Contractor's receipt of the partial retainage payment related to the subcontractor's work. Attach a copy of the written approval from the City.

American Guard Services, Inc.

Company Name


Signature

Gerald Gregory

Print Name

Date: 7/22/2021

Subscribed and sworn to before me this 22 day of July 2021

**Attachment 5 – Form D
DBE UTILIZATION FORM**

The undersigned Contractor has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

 ✓ The Bidder/Offer is committed to a minimum of 0.00 % DBE utilization on this contract.

Date: 7/22/2021

Signature: 

Company Name: American Guard Services, Inc.

Title: Executive Vice President

Attachment 5 – Form E

PROPOSED DBE PARTICIPATION (OPTIONAL)

The bidder is or intends to utilize the following DBE contractors on this project.
Signature of participating DBE is confirmation of willingness to participate on this project. The following information comprises the DBE Utilization percent stated in the DBE Utilization Form.

Company N/A

Address N/A

City, ST, ZIP N/A

Phone Number N/A

Fax Number N/A

Contact Name N/A

Contact Email N/A

DBE Certifying Agency N/A

Type of work to be performed N/A

Annual Dollar value of participation N/A

Signature of participating DBE N/A

Company N/A

Address N/A

City, ST, ZIP N/A

Phone Number N/A

Fax Number N/A

Contact Name N/A

Contact Email N/A

DBE Certifying Agency N/A

Type of work to be performed N/A

Dollar value of participation N/A

Signature of participating DBE N/A

Attachment 7 Proposal Checklist

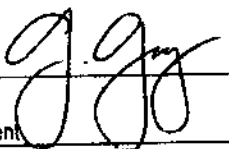
PROPOSER'S NAME: American Guard Services, Inc.

Proposals shall be provided in an 8-1/2" x 11" format and be submitted in three-ring binders, one original, so marked, and five (5) copies, marked "Copy," and one electronic copy. If documentation provided is incomplete, the Proposer may be considered non-responsive and ineligible for award of contract.

Proposers are requested to submit this Checklist and the following information, as detailed in Section 2 of this RFP.

Description	Reference or Page #	Proposer's Initials
Cover Letter	Section 2	
Table of Contents	Section 2	
Operating Methodology	Section 2	
Proposer Qualifications	Section 2	
Related Experience	Section 2	
Proposed Staff	Section 2	
Program Implementation	Section 2	
References	Section 2	
Financial Statements	Section 2	
Cost Proposal Itemized Form	Attachment 4	
Signed FTA Requirements Certifications	Attachment 5, Forms A-E	
Checklist Form	Attachment 7	
Addenda Acknowledgement Form	Attachment 8	
Proposer Questionnaire	Attachment 9	

Name of Proposer initialing checklist: Gerald Gregory

Proposer's Signature: 

Title: Executive Vice President

Date: 7/22/2021

Attachment 8 Addenda Acknowledgement Form

PROPOSER'S NAME: American Guard Services, Inc.

PROPOSER hereby acknowledges that he/she has received the following Addenda:

Addendum # 1 Signature 

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Addendum # _____ Signature _____

Attachment 9 Proposer Questionnaire

1. Proposer's Legal Name: American Guard Services, Inc.
2. Mailing Address: 1125 W 190th St.
City/State/Zip Code: Los Angeles, CA 90248
Telephone: 800-441-1808
E-mail Address: jgregory@americanguardservices.com
3. Authorized Representative Name: Gerald Gregory
Title: Executive Vice President
Telephone: 800-441-1808 E-Mail: jgregory@americanguardservices.com
4. Business is a Disadvantaged Business Enterprise (DBE)? Yes ☐ No ☒
5. Please check all classifications that apply to your business? WBE ☐ MBE ☐ SBE ☐
6. Business Type? Corporation ☒ Partnership ☐ Association or Sole Proprietorship ☐
Joint Venture ☐
7. Number of Years in business? 23 Yrs.
8. Number of Years under present name? 23 Yrs.
9. Number of Years under former names? N/A
(list name and number of years)
10. Describe services provided: Security Guard Services, Patrol Services and Crossing Guard Services
11. Do you have any affiliated businesses? Yes ☐ No ☒

If yes, list subsidiary or division, or name parent company, its principals and addresses:

N/A

12. Has the Business failed to complete a contract within the past five years? Yes ☐ No ☒

If Yes, list the date client, and reason for termination below:

N/A

13. Is any litigation pending against a contract? Yes ☐ No ☒

If Yes; please explain:

N/A

14. Is proposer aware of any real, potential or perceived conflict of interest? Yes ☐ No ☒

If Yes, please explain:

N/A

15. City of Redondo Beach Business License Number: _____

(If not a current license holder, Business License will be required before initiation of services.)

Declaration of Non-Collusion

The undersigned certifies under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person, firm or corporation not herein named; that the bidder has not directly or indirectly induced or solicited any other bidder to put up a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure to secure himself/herself any advantage over other bidders.

The undersigned, and on behalf of the business named above, certify that the information provided in this questionnaire is true and correct and being cognizant of the pages, documents, and attachments contained herein, agrees to provide the City of Redondo Beach with the services described in the Request for Proposals. All cost proposals are certified to be firm for a period of 180 days from the deadline for proposal submission, July 26, 2021.

Respectfully submitted,

Name of Company: American Guard Services, Inc.

Address: 1125 W 190th St.

City/State/Zip Code: Los Angeles, CA 90248

Authorized Signature: _____

Printed Name: Gerald Gregory

Title: Executive Vice President

Telephone: 800-441-1808

Date: 7/22/2021



Additional Attachments

Please see attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/22/2020

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).

PRODUCER
E1 Dorado Insurance Agency, Inc.
E1 Dorado Sec Svcs Ins Agcy
3673 Westcenter Drive
Houston TX 77042

CONTACT NAME: Lindsey Paparello
PHONE: (713) 521-9251
FAX: (713) 521-0125
E-MAIL: lpaparello@eldoradoinsurance.com
ADDRESS: 12121 Westcenter Drive, Houston, TX 77042

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Insurance Company	19437
INSURER B: Zurich American Insurance Co.	27855
INSURER C: Endurance American Specialty Ins. Co.	10641
INSURER D: Westchester Surplus Lines Ins. Co.	10172
INSURER E: United Wisconsin Insurance Company	29157
INSURER F: Hiscox Insurance Company	10200

INSURED
American Guard Services, Inc.
1125 W. 190th Street

Los Angeles CA 90248

CERTIFICATE NUMBER: AGS - All Certs - 11.20

REVISION NUMBER:

COVERAGES

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.

INSURER	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Errors & Omissions GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:		080878076	11/19/2020	11/19/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS		BAP0885493-05	11/19/2020	11/19/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☐ UMBRELLA LIAB ☒ OCCUR		ELD30002147800 (\$2M x \$1M)	11/19/2020	11/19/2021	EACH OCCURRENCE \$ 5,000,000
D	☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		G71839916001 (\$3M x \$3M)	11/19/2020	11/19/2021	AGGREGATE \$ 5,000,000
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	HC600-00097-021-SZ	1/1/2021	1/1/2022	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
F	1st & 3rd party Crime		DC21824594.20	11/14/2020	11/14/2021	Aggregate \$2,000,000

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

CERTIFICATE HOLDER

Evidence of Insurance

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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State of California

Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

AMERICAN GUARD SERVICES, INC.

FILE NUMBER: C2019169
FORMATION DATE: 10/01/1997
TYPE: DOMESTIC CORPORATION
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is authorized to
exercise all of its powers, rights and privileges in the State of
California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificat
and affix the Great Seal of the State of
California this day of August 06, 2019.

ALEX PADILLA
Secretary of State



PRIVATE PATROL OPERATOR

License No. PPO12969

Valid Until: 09/30/2023

Receipt No. 8389

AMERICAN GUARD SERVICES, INC
1125 W 190TH ST
GARDENA, CA 90248-4303

In accordance with the provisions of
Division 3, Chapter 11.5 of the Business
and Professions Code, the company
named hereon is issued a Private Patrol
Operator License Renewal.

----- NON-TRANSFERABLE ----- POST IN PUBLIC VIEW -----

WPIPO 10/201

1125 W 190TH ST
GARDENA CA 90248-4303
AMERICAN GUARD SERVICES, INC
T1P1 *****AUTO**MIXED AADC 956

RECEIVED JUL 07 2021
RECEIVED JUL 07 2021

BUREAU OF SECURITY AND INVESTIGATIVE SERVICES
PO BOX 989002
WEST SACRAMENTO CA 95798-9002



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
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.

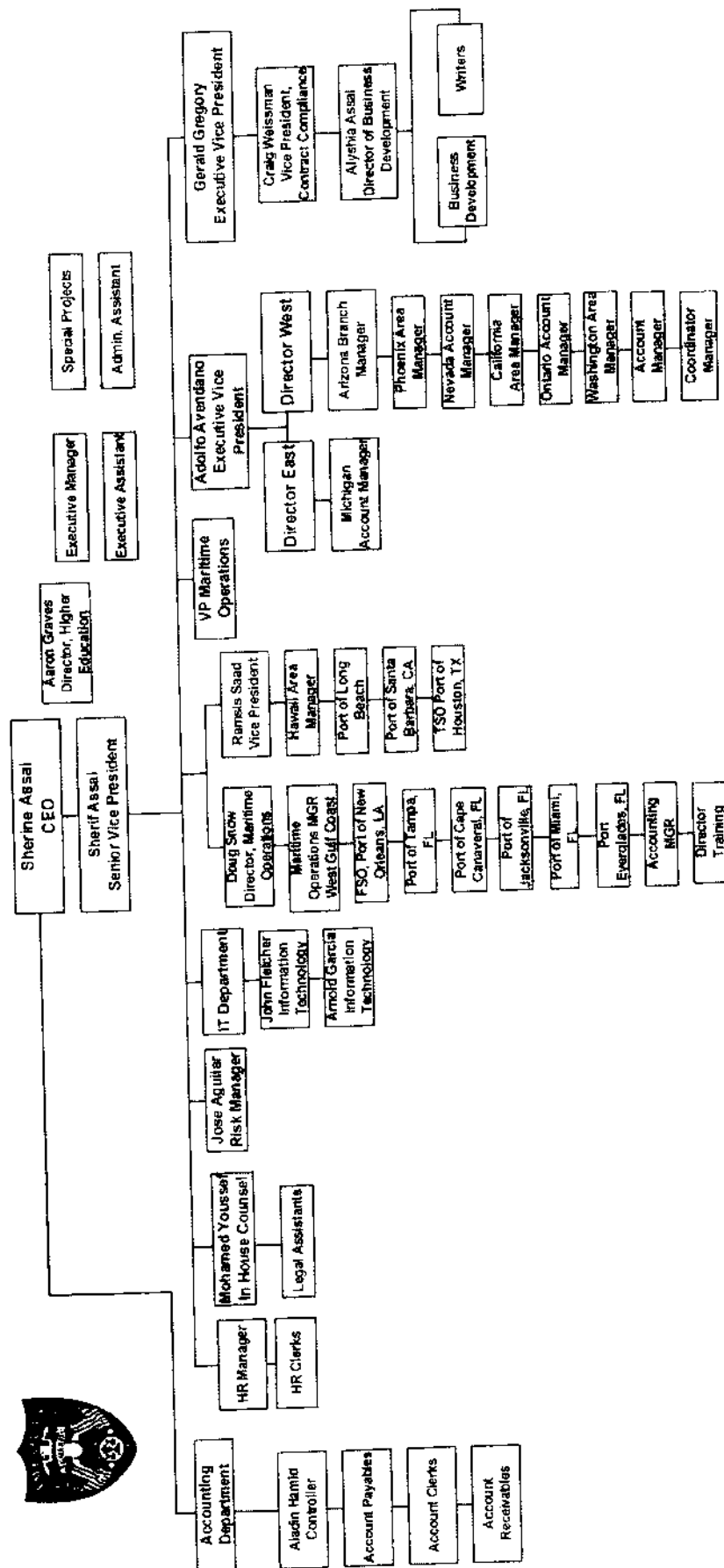
If American Guard Services, Inc. is awarded a contract and requests that we provide the necessary Performance and/or Payment Bonds, we will be prepared to execute the bonds subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting 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





Invoice Number: **SAMPLE**

Subtotal	
Sales Tax	
Total Invoice Amount	
Payment/Credit Applied	
TOTAL	

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 _____

ON-DUTY S/O

NAME _____
EMPLOYEE # _____

NAME _____
EMPLOYEE # _____

EQUIPMENT CUSTODY

FACILITY KEYS _____

PATROL CLOCK

HAND-HELD RADIO

FLASHLIGHT

SIGNATURE _____

COMMENT _____

**DISPATCH
CALL-IN LOG**

[illegible]

PATROL ROUNDS LOG

[illegible]

REVERSE SIDE
RECORD ALL SIGNIFICANT EVENTS

DAILY ACTIVITIES

RECORD ALL ACTIVITIES SUCH AS:

- ALL DUTIES AS REQUIRED BY POST ORDERS
- EQUIPMENT/PACKAGES/FURNITURE REMOVED OR BROUGHT IN
- AUTOMOBILES OR TRUCKS ENTERING OR LEAVING PROPERTY
- VISITORS OR REPAIRMENT OR EMPLOYEES NOT NORMALLY ON PROPERTY

ALSO, LOG EVENT AND PREPARE INCIDENT REPORT IF THERE IS ANY:
 - POLICE ACTION - MEDICAL INCIDENT - TRESPASSER - COMPANY SE

- LOG EVENT AND PREPARE INCIDENT REPORT IF THERE IS ANY.
- FIRE - POLICE ACTION - MEDICAL INCIDENT - TRESPASSER - COMPANY SECURITY VIOLATION
- INJURY TO PERSON - PROPERTY DAMAGE

[illegible]



AMERICAN GUARD SERVICES, INC.

INCIDENT REPORT

IR#

Incident Day/Date			Incident Time (24 hrs.)	
Type of Incident				
Location of Incident				
PRIMARY INVOLVED PARTY				
☐ Suspect	☐ Victim	☐ Witness	☐ Guest	☐ Employee
Name (Last, First, Middle)	Race	Sex	Age	Weight
DOB				Height
Address	State		Zip	
City	Alt. Phone			
Home Phone	State/Country			
ID Document / #	Dept.	Title		
Employee's Shift started at (Injury report only)	Function/Event			
Guest Room #	CI/CO Date			
VEHICLE INVOLVED				
Make	Model	License	State	
Year	Body Style	Color		
Additional Description/Distinctive Equipment				
OTHER INVOLVED PARTY				
☐ Suspect	☐ Victim	☐ Witness	☐ Guest	☐ Employee
Name (Last, First, Middle)	Race	Sex	Age	Dept.
DOB				
Address	State		Zip	
City	Alt. Phone			
Home Phone	State/Country			
ID Document / #				
MISSING PROPERTY				
Item	Qty.	Article Description, Brand, Model	Serial #	Value \$
PRELIMINARY INVESTIGATION FACTORS				
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	

IR#	
-----	--

[illegible]

Reporting Officer		Serial #	
Signature			

Reporting Officer		Serial #	
Signature			

Reporting Officer		Serial #	
Signature			



AMERICAN GUARD SERVICES

[REDACTED]



POST ORDERS
for
[REDACTED]



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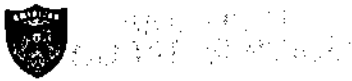


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Protect. Serve. Succeed.

Section 1—GENERAL INSTRUCTIONS

Section 1—GENERAL INSTRUCTIONS

1.1 Reporting for Duty

All officers are required to report for duty sufficiently in advance of the start of their shift check-in, receive briefing and be posted at the scheduled shift time.

1.2 Receiving Your Briefing

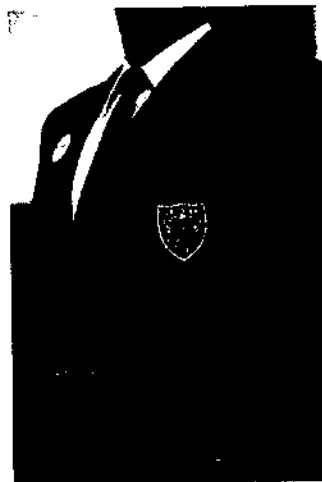
The Field Supervisor or Lead Officer will inform you of any changes in the Post Instructions, or any specific orders, and will make you aware of any unusual conditions that exist. Read the pass downs so that you will be aware of anything that the off-going officer may have forgotten to pass on. Read the DAR's for all shifts since your last shift.

1.3 Uniform Appearance

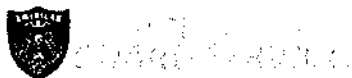
You are required to report for duty in full uniform. If you have the uniform on, you must wear it properly.

Never allow others to see you with the shirt unbuttoned, shirt tail out or other departures from a good appearance. Only issued uniform items and badge are permitted.

LOOK SHARP: Arrive for duty well groomed, with your uniform clean and pressed, shoes shined, hair neatly trimmed and combed, and clean shaven.



Your uniform is a reflection upon yourself and the company—keep it clean and professional.



1.4 Knowledge of Assignment

Learn everything that can be known about your assignment. The Post Instructions are on the Post at all times, and you should read them daily. Read the Procedure Memorandums daily

to ensure that you are familiar and up-to-date with all current activities. And be sure you receive complete and detailed briefings from the security officer you are relieving.

1.5 Public Relations

The officers at [REDACTED] are viewed as representatives of the Client, and the image it projects. The first impression is the most important and lasting one. In judging the professional qualifications of an officer, the public will look to the officer's bearing, attitude, appearance, ability to effectively communicate, and the courtesy.

A pleasant attitude and smile will go a long way in developing good relations with the people you contact while on duty.

Initiate contact with the people who approach you. Promptly acknowledge their presence. Greet the person and give them your full attention. A simple "Good morning, sir" or "No, Sir" or "Good afternoon Madam", will serve to accomplish this goal.

Remember basic courtesy and respect. Utilize a "Yes Sir", or "No Sir" when engaged in conversation.

1.6 General Rules of Conduct

- The conduct of the officer shall always be professional, courteous and tactful.
- Apply enthusiasm and interest to your assigned duties. Be friendly, but never fraternize with the clients employees, guests or visitors.
- The officer will not make or receive personal telephone calls while on duty.
- The officer will not receive personal visitors at, nor bring pets to the post.
- The officer will not permit anyone to loiter around the duty station. This includes employees, visitors or others unless they are acting in an official capacity.
- The officer is accountable for the legibility, accuracy, and disposition of all reports related to the assigned duties.
- The officer is responsible for maintaining the Duty Station, all equipment and materials assigned to the Post.
- Radios, televisions or non-post related reading materials **are not** permitted on the Post at any time. Personal articles belonging to the officer are not to clutter the desk or duty station. All items not related to your duties are to be kept from plain view, or left at home.



Section 1—GENERAL INSTRUCTIONS

- The officer will not use foul, vulgar or blasphemous language while on duty or in uniform.
- Any racial, ethnic, sexual or religious comment, aspersion or slur made by an officer while on duty or in uniform or that reflects on the company, will result in disciplinary action.
- The officer will not use any client equipment such as copy machines, typewriter, etc. for personal use.
- The officer will not use employee or staff offices, work stations or conference rooms for any purpose.
- The officer is required to have a valid B.S.I.S. card permit in possession at all times while on duty.

1.7 Safety

Safety can be defined as the condition of being safe, the quality of avoiding whatever exposes one to danger or harm.

As mature adults, we know what safety means and how to avoid danger and harm. However, we must be reminded to avoid carelessness, which means "not exercising due care".

While on duty, always exercise due care to protect yourself from the hazards associated with the job. Discover the hazards and be aware of them...not just for a little while...but at all times.

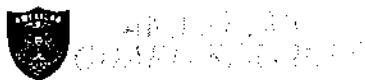
Falling, slipping and stumbling have historically been the security officer's chief hazards. Watch your footing and move cautiously. Look where you are going and exercise care when stepping over items in the way.

Use special care in areas that are not familiar to you, and areas that are dark. Never step blindly into any area, take nothing for granted, and remember that a passage way that may have been clear earlier could have had obstacles moved into it before your next tour.

Consider the surface conditions, wet and cold weather add to hazards that already exist and create new hazards. Test slippery surfaces carefully. Use hand rails on stairways and steps. Wear shoes that give sure footing.

Loose gravel, littered areas, tools left out, and scattered wires are safety hazards waiting for someone to be careless.

Above all, **be alert**, be observant for all safety hazards, protect yourself from those hazards and do a service for the client (and yourself) by listing safety hazards on your **Daily Activity Report**.



Section 1—GENERAL INSTRUCTIONS

The following are examples of tripping, stumbling and slipping hazards and how to prevent them from happening:

Tripping and Stumbling Hazards:

- Objects and materials in walkways
- Objects and materials on stairs
- Extension cords, power cables and air hoses across doorways
- Insufficient lighting along common walkways

Preventing Tripping and Stumbling:

- Watch where your feet are going
- Keep alert at all times
- Walk, don't run
- Don't try stepping on objects, go around them

Slipping Hazards:

- Wet floors, stairs or walkways
- Wet shoes
- Water, Oil, Grease or chemicals on walkways
- Smooth floors or stairs

Preventing Slipping:

- Take special caution after or during rain
- Wear shoes with non-skid soles and rubber heels
- Don't run on wet floors
- Clean small water or oil spills when possible

Reporting Hazards:

Always report any of these hazards to the client by writing them in your Daily Activity Report. Where the situation is chronic or sufficiently dangerous, complete a special Incident Report on the hazardous condition.

American Guard Services, Inc. is most concerned with your safety and we insist that all safety rules, and common sense, be practiced at all times. The old slogan, "Work safely



Section 1—GENERAL INSTRUCTIONS

today and be back tomorrow" is much more than mere words. Your family, the client and American Guard Services, Inc. all care, so do your part and exercise caution at all times.

American Guard Services, Inc. has established our Safety Award Program, which is strictly voluntary. However, you are encouraged to participate in this program as you are financially rewarded for ensuring your own health and safety.

1.8 Absences and tardiness

If you are not going to work your scheduled shift, you must notify the AGS Office or Dispatch a minimum of four (4) hours before the scheduled start of your shift. **Do not call your Post; doing so may result in disciplinary action.** If you miss work due to an illness, you may be required to furnish a doctor's release before returning to work. If you are going to be late for work, call AGS Dispatch. Failure to report for duty without calling the office (no call, no show), is not permitted and may result in termination. Any unexcused absence may result in termination. Excused absences are sickness, death in the immediate family, jury duty and Military Service, if proper notice is provided. Excessive absenteeism or tardiness will result in disciplinary action up to termination.

1.9 Going off duty

You may not leave your Post until properly relieved, except when the schedule calls for such action. Each Security Officer is responsible for maintaining our relationship with the client. Proper relief means a trained officer, in full uniform and capable of performing security duties. **If your relief is not in uniform, is unable to perform proper duties or in any way may injure our client relationship, it is your responsibility to notify a Supervisor and remain on duty until the Supervisor gives you instructions.** When a relief is scheduled and your shift has ended, you must remain on duty until a relief is obtained. Notify AGS Dispatch that your relief hasn't arrived by ten (15) minutes after the scheduled end of your shift.

Inform your relief of any changes in the Post Instructions, or any specific orders, and make your relief aware of any unusual conditions that exist.

Once you have been properly relieved, you are to leave your post immediately. No officer is to remain in or near the facility. You are only to be at _____ for the purpose of conducting official business (i.e., working, briefing oncoming officer's, picking up your paycheck, etc.). Any officer who does not comply with this procedure will be subject to disciplinary action.



Section 2—GENERAL PROCEDURES

There are three principles to report writing:

1. Transmission of information
2. Establish records for later reference
3. Keeping others informed

Organization and presentation of reports can be best accomplished by providing answers to the following:

Who

Furnish complete identification:

- Full name (s)
- Complete address (es)
- Badge or clock number
- Home address, if necessary

INCLUDE NAMES OF ALL PERSONS INVOLVED IN THE INCIDENT:

- Person (s) injured
- Person (s) called and those who arrive at the scene of the incident (time called and time of arrival is important information)
- Witness (es)
- Person (s) consulted
- Person (s) having any responsibility directly or indirectly with the incident

Each person completing a report should, of course, properly identify himself/herself

Which?

This part of the report should be so complete in every detail that anyone reading the report could go directly to the exact scene of the incident.

Example - Details should include which:

1. Building
2. Machine
3. Section



Section 2—GENERAL PROCEDURES

4. Switch
5. Department
6. Wire
7. Aisle
8. Etc.

What?

This phase of the report should include precise details as to what, what series of events took place, what combination of incidents led to the situation, etc. When describing what happened, always write your report in the order that it happened.

Example - In case of fire:

1. What burned?
2. What caused the fire?
3. What evidence is left to help evaluate total damage?

D. When?

This should be the simplest part of the report since a witnessed incident is relatively easy to time. When reporting the incident, it is important to include and record accurate time date related to the important details. That is, who was contacted? What did they say? When did they arrive on the scene? Etc.

Where?

This part of the report will include the location of objects, areas, and people involved that might or might not be directly concerned with the incident. When describing the "where" phases, there can generally be some overlapping of the "which" part of the report.

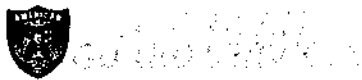
Why and How?

Since these phases overlap, they can generally be included as a single incident on a report. Only state your observations, statements of others and factual data. Do not include opinions not borne out by evidence.

CAUSE OF INCIDENT:

Example - If a person slipped on an oily floor:

- How did oil get there?
- Where did it come from?



- How long had it been there?
- How was the area lighted?
- How did the person who fell happen to be in the area at that time.

LANGUAGE

- A poorly prepared report may leave a reader with erroneous impressions or a complete lack of understanding.
- If technical terms are necessary, provide an explanation if report might be read or used by persons not completely familiar with the terminology used.
- Avoid profanity and slang. The use of profanity is usually evidence of a person's inability to express themselves.
- Use simple, direct sentences.

2.1 Report Writing - Outline

If an incident occurs on your shift, you **will** be asked about it. Your report is your way to be prepared to answer questions intelligently. A well prepared incident report can provide answers when you are not there. It is our job to provide our clients with the information they need to make decisions. By preparing clear, concise information, we can avoid embarrassment.

Upon determining that an Incident Report is required, call AGS Dispatch at **1-800-662-7372** to obtain a report number and inform them that you need an Incident Report picked up.

2.2 AGS Dispatch

All officers are required to call the AGS Dispatch Center according to the scheduled times posted at the Security Desk. These calls are **mandatory**, and punctuality is absolutely necessary. The only time an officer may not make a call-in, is during an *"emergency situation"*. All call-ins are to be listed on your Daily Activity Report.

These call-ins are of extreme importance and are scrutinized closely by Field Supervision and Dispatch. The system is designed to assist our clients and to ensure our officers' safety.



Section 3—Specific Post Orders

3.1 Hours of Service

Security officers are assigned to this post seven days per week, 24 hours per day. Shift times need to be identified here.

3.2 Reporting for Duty

Officers are to report for duty in complete uniform and ready to begin their duties. Arrive sufficiently in advance of your shift so that you may meet with the duty manager, receive any special instructions, call to report on duty (1-800-40 GUARD), pick up necessary equipment and **be on duty outside the building as scheduled. You must not be late.**

3.3 Uniform

The uniform for this post is the standard military style uniform with white shirt and tie. The tie is not optional! Always appear in a neat, clean and pressed uniform. No variations to the standard uniform are to be worn.

3.4 Basic Duties

Security officers are assigned to this facility to provide a highly visible deterrent presence. You should remain visible to the general public at all times when not on break. Some guidelines are as follows:



Bomb Threat

The majority of bomb threats are false alarms, meant only to disrupt or disturb the normal work of a person or company. However, at no time should any call be regarded as just another false alarm. It is the responsibility of Security to respond with a sense of urgency and purpose as if each threat were real. Security is to alert the proper authorities and assist Building Management.

Receiving a Bomb Threat Call

If Security receives a bomb threat over the telephone remain calm and carefully listen to what is being said. Keep the caller on the line as long as possible.

Obtain as much of the following information using the Bomb Threat Check List in "Section 5—Forms".

Active Shooter

"An active shooter is an individual actively engaged in killing or attempting to kill people in a confined and populated area; in most cases active shooters use firearms(s) and there is no pattern or method to their selection of victims."

Active shooter situations are unpredictable and evolve quickly. Typically, the immediate deployment of law enforcement is required to stop the shooting and mitigate harm to victims. "Because active shooter situations are often over within 10 to 15 minutes, before law enforcement arrives on the scene, individuals must be prepared both mentally and physically to deal with an active shooter situation."

Good Practices for Coping with an Active Shooter Situation

If you are involved in an active shooter incident, the following practices will assist you in coping with the situation:

- Be aware of your environment and any possible dangers
- Take note of the two nearest exits in any facility you visit
- If you are in [your] office, stay there and secure the door
- If you are in a hallway, get into a room and secure the door
- As a last resort, attempt to take the active shooter down. When the shooter is at close range and you cannot flee, your chance of survival is much greater if you try to incapacitate him/her.

After Incident

- Collect documentation of the events and secure all evidence/video.
- Assure all related parties have been notified of the incident, including corporate executives, legal counsel, and insurance providers.



Communication and Report Writing

Communication and report writing are extremely important to the success of the security program at [REDACTED]. On duty officers receive an enormous amount of information each shift. It is essential for ALL information received by Security to be properly documented and passed on to other security team members. At the beginning of each shift, it is the responsibility of each security officer assigned to [REDACTED] to seek out all information previously received by Security.

There are a number of locations where information can be documented and/or retrieved. These include Daily Activity Reports (DARs), Incident Reports (IRs), and Pass Down Logs.

What is written on all of these documents may be significant in the future. It is not uncommon for them to be used as evidence in civil or criminal proceedings in the future. Always try to be accurate and use good descriptions so that others who are reading the documents will be able to understand what happened during a particular shift or incident.

Daily Activity Reports

The Daily Activity Report, (DAR) is similar to a journal or diary for recording all activity while on duty. Always start a DAR with a record of who was relieved what equipment was received. End the DAR with the name the oncoming relief officer the equipment being passed down. Write the DAR as the events occur, do not write it in advance or wait until the end of shift. Unusual or significant events should be written in red ink. Never erase or BLUE out on the DAR. Draw a single line through the mistake.

Incident Reports

Incident Reports (IRs) are completed whenever an unusual or significant event takes place. The IR should contain detailed information about the event (the DAR should contain only a brief comment about the event). A separate IR should be prepared for each event. If unsure whether or not an IR is required, write one anyway. This will allow someone else to decide if it is necessary.

Passdown Logs

Passdown Logs are used to pass on information from one shift to another.

Code of Ethics

- Security employees are required to abide by our Business Code of Conduct and Ethics Policy. If there is any question or conflict between this manual and the American Guard Services, Inc. Business Code of Conduct and Ethics Policy, the Business Code of Conduct and Ethics Policy will serve as your guide.
- If a security employee is arrested, indicted, or charged with a criminal violation, or is issued a moving traffic citation, the security employee must inform the account manager prior to the start of his/her next scheduled shift.
- Unauthorized use, possession, or disposal of any of the client's or our material or equipment, or the removal of the same from the property is prohibited without the authorization of the applicable authority.
- Security employees will not enter any offices or tenant spaces unless it is lawful, necessary, and/or connected to the discharge of their duties.
- Security employees shall promptly document in writing any complaint made against any security employee and must inform the account manager.
- Security Supervisors may attempt to resolve the complaint, but shall never attempt to dissuade any person from lodging a complaint against any security employee. Security Supervisors shall follow the established site-specific procedures for processing complaints.
- Security employees shall not engage in off-duty employment or have an interest in an activity that may interfere with their employment.



Access Control (Site Specific Procedures)

The following material is provided as a guideline for writing access control procedures that are site specific.

Opening and Closing Procedures

Document the opening and closing procedures for the facility

Employees

All vehicle and pedestrian entrances are secured during non-business hours. After-hours entry may be gained by using an authorized security access card.

Employees without valid access cards will not be able to enter the facility after hours without assistance. These persons must go to the lobby doors, or a garage ramp, which is equipped with an intercom in order to communicate with the Security Command Center. The Security Professional will attempt to confirm a legitimate need to enter the facility. However, Facility Management reserves the right to refuse access to any person not possessing a valid access card. No one is to be let into a suite or an office without the appropriate keys.

Solicitors

Solicitors are not allowed in the facility at any time. Security should immediately request they leave the facility. If a tenant calls in reference to a solicitor in the facility, Security should notify Facility Management. If possible, Security should attempt to locate the solicitor and ask them to leave the facility immediately. If they refuse, call the Law Enforcement Department.

Visitors and Guests

During business hours it may be difficult to recognize visitors and guests. Officers must be alert to clues that an individual that is not a regular employee/person authorized to enter the facility. An individual who appears to be lost or confused, or who asks for directions to a specific area or office is a general indication they are a visitor or guest. Security should be courteous and helpful while at the same time attempt to determine if the individual has legitimate business in the facility. Check the memorandum book and pass down log to ensure they have not been denied access to the facility.



After-hours, if a visitor or guest attempts to gain access to the facility, normally they will not be able to get into the facility. If they contact Security for entry into the facility, their identity and authorization for access must be confirmed BEFORE they are let into the facility. Security should suggest that the individual contact, by phone, the person inside the facility they are visiting and request they come to the entrance to let them in. Verbal authorization to Security by a tenant over the phone is not sufficient to grant a visitor or guest access into the facility. Tenants must come to the entrance, and escort their visitor or guest. If an individual somehow manages to gain entry into the front entrance, they must not be allowed to enter further into the facility without their identity and authorization for access being verified. Once again, the individual must contact the person they are visiting and have the person come to the entrance to escort them.

Vendors and Contractors

When contractors are requesting access to the facility after hours, their authorization to enter must be verified prior to access being granted. Once access has been granted, contractors and visitors must sign the after-hours log.

Vendors and contractors must have prior authorization to enter the facility. They must park in the appropriate location and make contact with Security or Facility Management to have their authorization to be on premises verified.

If written authorization for after-hours vendor/contract access cannot be found, contact Facility Management for authorization.

Deliveries

After hour delivery vendors are permitted through the Loading Dock entrance. These vendors include, but are not limited to FedEx, UPS, etc. Do not turn away a delivery vendor unless specifically instructed to do so.

Food delivery vendors are not permitted to make deliveries after normal business hours. The vendor must provide security with an employee name and contact number. The vendor must sign in on the vendor sign log and wait for the tenant to arrive at the main lobby desk for food pick-up.

Security personnel will NEVER accept any delivery or packages from/for employees unless authorized to do so.

Dealing with Unwelcome Visitors

Any people drinking alcohol or loitering on the property are to be asked to leave. If they resist, notify Law Enforcement if they refuse to leave.

When dealing with an incorrigible or any other unwanted visitor, remember that they are on private property and you are the representative of the facility owner. You should always



try to reason with the person first and if this does not work then notify Facility Management, and or Law Enforcement if authorized to do so by the site's procedures. Try to keep a visual sighting of the person until the Law Enforcement arrive so that you can help them find the person.

It is important that you follow the preceding steps in allowing access to visitors and vendors. When you are not sure about what to do, do not let them in. Remember to record all information in your Daily Active Report, including a government issue I.D. number, license plate number of their vehicle, (if possible) and the location of the occurrence.



Company and Customer Property

Any property issued to you, such as keys, phones, uniforms, reports, gas cards, or other equipment must be returned at the time of employment termination, or whenever your Supervisor requests such. You may be required to pay for any lost or damaged items, where such is permitted by law.

It is your responsibility to understand the equipment you use to perform your duties. Good care of any equipment that you use, as well as the conservative use of supplies, will benefit you. If equipment is not working properly or appears unsafe, please notify your Manager immediately so that repairs or adjustments may be made. The improper, careless, negligent, destructive or unsafe use or operation of equipment can result in disciplinary action, up to and including termination of employment.

You may not inappropriately use the employer's property. Employees are trusted to act responsibly, reasonably and maturely, and to use good judgment in the use of all - provided communications and computing devices, including but not limited to:

- The internet
- All forms of printed and electronic media
- Copying devices (scanners and copy machines)
- Telephones
- Cell phones
- Portable/wireless PDAs
- Desktop and laptop computers; and
- Remote access/dial-up hardware and software devices

Employees may not use provided computers or other electronic devices to transmit, store, or download materials that are threatening, maliciously false, or obscene. Facilities, equipment, technology and resources are the property of the employer for business use and to help you do your job. The employer reserves the right, at all times, to review and open all e-mails, listen to voice-mails, and otherwise inspect and review the contents of all computers and other electronic devices.



Disturbance, Vagrant, Suspicious Person

When security is notified of a Disturbance, Vagrant or Missing Person, the officer/supervisor responding will obtain the following information:

- Description of problem
- Description of person(s) involved
- Exact location of incident
- Any weapons which might be involved

During business hours, the Director of Security or Building Manager will determine if the Police Department should be notified. During non-business hours, the Shift Supervisor will decide whether to notify the police. If the individual involved has been observed committing criminal acts or acting in a suspicious manner, and the situation warrants it, the police should be contacted to investigate. The responding Security Professional will maintain observation of the individual, but will avoid confrontation, if possible.

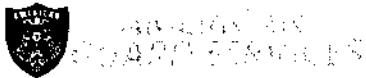
If the decision is made to approach the individual, extreme caution should be exercised. Every effort will be made to ensure the confrontation is within camera coverage so that the Command Center Operator can observe and record the incident. If possible, more than one officer should be dispatched to the scene.

Upon approaching the individual, the Security Professional will inform the person that they are currently being observed and recorded by camera. Once identity has been established, determine the nature of the individual's visit. If the individual does not have a valid reason for being on site, ask them to leave. If they refuse to leave, advise them that the Police Department will be notified.

At no time will a Security physically touch anyone, except in self-defense or defense of others, and then only to the reasonable degree necessary to protect themselves or someone else from injury. Security Professionals have no police powers and should conduct themselves accordingly.

Always attempt to isolate the problem without bringing excessive attention to the situation. Remember, the individual may have legitimate reasons for their actions, and nothing should be done or said which would prove to be an embarrassment.

An Incident Report should be completed on all such situations, no matter how minor it may be. Also, the Director of Security must be notified any time the police are called.



Elevator Entrapment/Elevator Emergencies

1. Elevator Emergencies

In the event of an Elevator Emergency, please follow the following procedures:

- Contact [Specialized Elevators Refer to folder 6 at the Lobby Console for Number or the Emergency Contact on page 16 of the Post Orders] if instructed by Building Management, Engineering, Facilities or Security.
- Ask for an ETA (Estimated Time of Arrival), the First Name, Last Name Initial of the [Specialized Elevators] representative.
- If someone is stuck in the elevator and is panicking, call the local Police and Fire Departments.
- If the Fire Department arrives before the [Specialized Elevators] representative, inform First Responders that [Specialized Elevators] personnel are on the way and provide the ETA information. Allow First Responders to determine the best way to proceed.
- Contact your Supervisor, as well as the building's the Security Manager, Chief Engineer and/or the Building Management with updates and any other relevant information.

If the person trapped in the elevator pushes the emergency button, he or she should be connected to [Specialized Elevators]. Security personnel should contact Building Management, regardless of Elevator Company's expected response.

Generally, Building Management prefers that the Elevator Company respond to all calls before First Responders are notified. However, if someone is stuck in the elevator and panicking, allow First Responders to proceed with resolving the situation.

2. Elevator Non-Emergencies

In the event of an Elevator Non-Emergency, please follow the following procedures:

- If the elevator is disabled during business hours, contact the Security Management and Building Management to place a service request with the Elevator Company.
- If the elevator is disabled After-Hours, contact [Specialized Elevators] for Next Day Service to avoid overtime charges. The exception to this policy is the event of an elevator entrapment or the disabling of the freight elevator cab. In those



two cases contact Building Management and Engineering for further instructions.

Put the affected elevator cab into Independent mode from the Elevator Cabinet if instructed by Building Management or Engineering. This will eliminate the usage of a malfunctioning elevator cab by an unsuspecting tenant or building staff member.

NOTE: Put out the "Elevator Out of Service" signage by the elevator cab if instructed by Building Management. **Make sure Out of Service Signage** is put on every floor so the tenants are updated.



Emergency Procedures

During an emergency, Security's primary responsibility is to protect life, including one's own life, followed by the protection of property. It is of critical importance to know appropriate response procedures before an incident occurs. While on duty, good preparation involves imagining an emergency situation occurring and decide how you would best respond to it. Also, frequently review this emergency procedures section to help familiarize you with the appropriate responses. In case of any emergency that is not addressed in these Post Instructions, or if you are unsure about what to do, immediately call your supervisor for assistance.

Emergency Procedures Police Response

The Police Department will be contacted when:

- Directed by a member of Management.
- An Officer personally observes a potential life or property threatening situations, and there is not time to contact supervision. Situations like this include, but are not limited to: armed assault or intrusion, vandalism, burglary, arson, traffic accidents, and rioting or fighting.

How to contact

- In life threatening emergencies, dial 9-1-1 and state the need for police assistance. For all other police incidents dial {INSERT LOCAL NUMBER}.
- Identify yourself by name and title
- Given the nature of the emergency
- Give the address and major cross streets

Emergency Telephone List

AGENCY/COMPANY	CONTACT	TELEPHONE NO.
Police/Fire/Medical Emergency	Emergency	911
Police Department	Non-Emergency	[REDACTED]
Fire Department Station #61	Non-Emergency	[REDACTED]
	Security Command Center	
ABC Realty	Building Mgt Office	
Name	Building Manager	
Name	Building Engineer	
American Guard Services, Inc.	Field Supervisor	



Name	Janitorial Manager	
Fire Systems Company Simplex	Name	
Elevator Company Specialized Elevators	24/7 Emergency	[REDACTED]
Power		
Water		
Poison Control		

American Guard Services, Inc. Contact Numbers

Name	Title	Number
[REDACTED]	Director of Security	[REDACTED]
[REDACTED]	Chief Engineer	[REDACTED]
[REDACTED]	Property Manager	[REDACTED]
[REDACTED]	Assistant Property Manager	[REDACTED]
[REDACTED]	Parking Manager	[REDACTED]



Foot Patrols

Interior Patrols

During interior patrols of the facility, Security Professionals should be checking for doors found unlocked that should be locked or doors that are locked and should be unlocked, broken locks, non-operating lights, property damage and obvious safety issues, such as water spills. All such observations should be noted in your Daily Activity Report or Incident Report, or other designated reports, in addition to any verbal reports you make.

Emergency access and egress is extremely important. If while patrolling, you find emergency access/exits locked or blocked (by furniture, boxes, tenant property, trash), the Security Professional, if safe to do so, should:

- Immediately remove any items from the emergency access/exit path
- Deposit the items (trash empty boxes) in the appropriate place
- Contact facility maintenance for removal of items (during business hours)
- Notify Facility Management of immovable items in emergency access/exit paths
- Make an entry on the Daily Activity Report (DAR) noting what was found, where it was found and whether or not it was removed (and how).

Some duties are looking for:

- Anyone not authorized to be the facility or in particular areas
- Lights that are out, including exit signs.

In addition, look for hazards such as obvious spills or an obviously dangerous condition on the property. Such hazards may lead to slip and falls and other injuries. If you observe such a condition immediately report it to the appropriate person and warn others in the vicinity of the hazard.

All such observations should be noted in your Daily Activity Report or Incident Report, or other designated reports, in addition to any verbal reports you make.

Exterior Patrols

During exterior patrols officers should look for cracked doors or windows, broken sprinklers and landscape damage, any debris on the property, exterior lights that have burned out, and any vandalism such as graffiti. Check that all exterior doors of the facility that are supposed to be locked are in fact locked. All such observations should be noted

in your Daily Activity Report or Incident Report, or other designated reports in addition to any verbal reports you make.

Parking Structure

When on a parking garage patrol, check all parking structure garage lobbies, stairwells, visitor parking spaces. Be observant of reckless driving or unusual incidents in the parking garage. All such observations should be noted in your Daily Activity Report or Incident Report, or other designated reports, in addition to any verbal reports you make.



Medical Emergency

For minor injuries which are sufficiently serious to require medical treatment, yet which are not expected to require hospitalization (i.e., minor slipping, tripping, etc.) assist the patient as

requested and notify personnel and log the information in the DAR. Completion of an Incident Report is necessary and will be helpful for future references. If the individual who is injured refuses medical attention, be sure to state that fact in the Incident Report.

Procedures for serious injury such as heart attack or other emergency illness requiring CPR or First Aid:

1. Call 9-1-1 and request the assistance of paramedics
 - o Provide specific information such as the nature of problem, condition of victim, first aid that has been administered, etc.
 - o Remain on the line until the 911 operator terminates the call
2. Obtain assistance from others, if possible
 - o Ask someone to remain with the victim
 - o Request assistance with crowd control
 - o Ask if there is a doctor available
3. Notify the facility General Manager and Director of Security
4. Dispatch security or facility personnel to the building entrance for escort of paramedics
5. DO NOT move the victim unless he/she must be moved from a dangerous situation, such as fire, smoke or chemical fume

Procedures for medical emergencies (non-life threatening):

1. Obtain as much information as possible concerning the illness or emergency
2. Respond to the location of the injured/ill person, assess the situation and assist as appropriate to the circumstances
3. Call 9-1-1 if appropriate UPADATE FOR LOCAL CARE CENTER

If a customer requests a 9-1-1 emergency call be made by security, inform them that they must make the 9-1-1 call personally. Advise that the 9-1-1 operators mandate this so that all informational questions may be answered directly. Afterward, ask the customer if they require your assistance with anything else.



Photograph Taking on Property

Non Commercial Use:

People may take pictures on property and in the lobby for their own enjoyment and non-commercial use with either a hand held camera/video camera, smart phone or with use of a tri-pod.

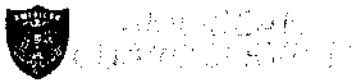
No permission is needed, but Security Professionals should always monitor camera usage and approach if any photo-taking or filming begins to look unusual or suspicious. If after discussion you conclude that the pictures are for non-commercial use, Security Professionals are to let the person be. If Security Professionals suspect the pictures being taken are for commercial use, see below under "Commercial Use".

Commercial Use:

If the Security Professional sees someone taking pictures with cameras of any type and equipment that could be construed as professional/commercial, the Security Professional will report by radio that they are approaching the individual and give their location to their Command Center so that the operator there can focus in on the scene (when applicable). The Security Professional will then approach the individual(s) and ask if they are planning on using the pictures for commercial purposes.

If the individual(s) answers "yes", the Security Professional must ask WHO their point of contact is within the building that has given them clearance to take the photographs. If the individual(s) give a point of contact, the Security Professional must contact their Supervisor to verify.

If the individual(s) does not have a contact, the Security Professional will call the appropriate client contact. If they are not available, they will contact (INSERT NAME HERE). One of these individuals will get the relevant information to clear the request.



Power Outage

In order to prevent damage to equipment and building facilities it is the responsibility of Security to ensure that Engineering and Building Management personnel are immediately notified the event of a power outage emergency.

- When a power failure occurs, the Command Center Operator will make a Code Bronze announcement over radio channels 1 and 3 to notify Security and Engineering to respond to assigned areas.
- The Shift Supervisor will respond to the escalators and if necessary, reset them.
- During normal business hours, the Security Command Center Operator will notify Building Management.

After hours, the Security Command Center Operator will notify the on-duty engineer, who in turn will notify the Building Manager.

- The Ground Floor Kiosk Officer will respond to the Fire Command Center and check the alarm panel status. If the power failure lasts more than several seconds the emergency generator will start and supply power to building emergency systems. During the power failure, electronically-controlled building systems will fail safe.
- Security will assist Engineers as directed by the Building Manager or Engineering.
- The Shift Supervisor will respond to the Fire Command Center to verify the fire panel is functioning properly.
- The Command Center Operator will take action to ensure all security systems are brought back to full operation.
- The Command Center Operator will complete a detailed Code Bronze Incident Report.



Radio Etiquette

This section describes the proper use of radio and other communication tools by Uniformed Security personnel.

Common Radio Call Signs

A	Andy	N	Nancy
B	Boy	O	Oscar
C	Charlie	P	Pat
D	Dan	Q	Queen
E	Eddie	R	Romeo
F	Frank	S	Sam
G	George	T	Tom
H	Harry	U	Union
I	Ida	V	Victor
J	John	W	William
K	Kate	X	X-Ray
L	Larry	Y	Yankee
M	Mary	Z	Zero

REQUIREMENTS

Federal Communications Commission

Rules and regulations of the Federal Communications Commission (FCC), govern the authorization for licensing and operation of a radio. Violation of these rules and regulations can result in revocation.

1. Transmit superfluous signals, messages, or communications of any kind on your radio transmitter.
2. Transmit using profane, indecent, or obscene language.



ARRL
Radio Society of America

Radio Etiquette

3. Transmit any false call contrary to regulation of the commission.
4. Have administrative conversations that could be conducted over the telephone.
5. Willfully damage or permit radio apparatus to be damaged.
6. Cause unlawful or malicious interference with any other radio set.
7. Make unnecessary or unidentified transmissions (e.g., make animal sounds or other sound effects, play music or the radio).
8. Use the radio system for casual conversation, joking, or any other unprofessional communication.



General Communications Guidelines

1. While on duty security officers are required to carry a company-issued radio, cell phone, or other means of communication with them at all times.
2. Communications or transmissions over the radio and phone should be brief in nature. They should be spoken in plain, everyday language, in a normal, calm, and clear voice that is easily understood.
3. Sites shall use the military phonetic alphabet. The 10-code system or other phonetic system is not permitted.
4. Except in extreme emergency situations, classified or company-sensitive data, should not be transmitted over the radio or phone.
5. Site-specific call signs will be used in lieu of names and may be based on post assignments or individual officer staffing assignments, or both.

This section is not for every account and needs to be customized for each PO.

Under normal circumstances, security officers are expected to communicate as follows:

- Upon going into service—available for dispatch
- Acknowledge being dispatched
- When on-scene (at the patients side, at the alarmed door, etc.) When committed to an incident or service call (advise dispatcher of the type of incident or service call)
- Upon returning to service—available for dispatch
- When communicating with about an incident or traffic stop, officers should provide as much information as practicable. At a minimum, this information will include:
 - Exact location of officer.
 - Reason for traffic stop or description of incident that has attracted the officer's attention.
 - License number, make, model, year, and color of vehicles involved.
 - Number and description of vehicle occupants, suspects, witnesses, and victims.
 - Weapons involved.
 - Request for additional security officers, supervisor, or local law enforcement officers. Note: Local law enforcement can be a local, state, or federal agency.



General Communications Guidelines

- Potential hazards to responding officers.
- Any information that may be needed later for a report; or any other information considered relevant by the on-scene officer.

3.5 EMERGENCY CONTACTS

The client representatives listed below are the only persons authorized to issue, change or amend these orders. **DO NOT GIVE PHONE NUMBERS OUT TO ANYONE.**

Emergency Contact	Phone
Police	911
Fire/Paramedics	911

3.6 CLIENT CONTACTS

The client representatives listed below are the only persons authorized to issue, change or amend these orders. **DO NOT GIVE PHONE NUMBERS OUT TO ANYONE.**

Contact Name	Phone
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]



Section 4—Emergency Procedures (General)

4.1 Overview

Your initial responsibility and prime goal is the protection of life and property. By following established procedures and the use of common sense, these can be achieved. Be ready to act calm when an emergency strikes. Never engage in any life threatening situations. Try to allow the proper authorities to handle the emergency. Your greatest contribution is to offer your knowledge of the facility to the authorities.

Your best tool in handling an emergency is **PREPARATION**. Don't wait for an actual emergency to occur to review emergency procedures. While on patrol, try to imagine an emergency situation and determine how you would respond to it. Keep a small list of emergency phone numbers in your pocket so that you won't need to return to the security office to call for help. **Review this section of the post orders frequently.**

In case of any problem that is not covered in the Post Instructions, or you are not sure what to do, **call your supervisor for assistance.**

4.2 Fire Procedures

Should a fire or suspected fire occur while you are on duty, proper and immediate response is vitally important. Your actions may save lives and/or property.

NEVER

1. Attempt to isolate the exact location of the fire, where it is not obvious, prior to the Fire Department.
2. Attempt to put out the fire, prior to calling the Fire Department.
3. Make any assumption that the fire alarm is sounding due to faulty equipment. Should an alarm sound, call the Fire Department immediately.

Should a Client, Employee or any other person contact the officer advising that they believe a fire may have ignited, obtain the following information:

1. The person's name.
2. The location of actual or suspected fire.
3. The exact time of notification.
4. **Call the Fire Department.**



It is essential that the officer remain calm, and initiate appropriate action immediately. It is, therefore, essential that each officer be familiar with the type of fires and fire extinguishers. Charts and descriptive material have been included in this manual for you to study.

If the officer has any questions or feel that they require additional training, the officer must so advise his Security Supervisor.

When it is necessary to call the Fire Department, the officer will take the following action immediately.

1. Advise the Fire Department Dispatcher that there is fire.
2. Identify yourself by name and title.
3. Give the address and major cross street.
4. The reason for contacting the Fire Department - including whether or not it is an actual or suspected fire, the location on the premises, what is burning, if you know, etc.
5. Do not hang up - stay on the line until the Dispatcher has completed his/her questions and has hung up.
6. A Security Officer must meet the fire truck at the point of ingress and direct the firemen to the scene.
7. Respond or have someone in authority go to a conspicuous place so to direct the emergency equipment and personnel to the exact location of the fire.
8. Attempt to extinguish or control the fire if it appears possible.
9. Notify American Guard Services, Inc., Inc's Field Supervisor of the emergency to obtain Management response.
10. Assist the Fire Department, Paramedics, Field Supervisor or Police as directed.

Exception: Where a small paper-type fire is observed in a contained area and it is obvious that it can be put out completely without further spreading, **put it out**, but remain at the location and call your American Guard Services, Inc. Field Supervisor.

An example of such a fire would be a contained fire in a restroom trash can. If there is any doubt that the fire is controllable, call the Fire Department!

It is important that all Security Officer's know the locations and types of fire extinguishers at hand, how to operate them and which type to use against the various types of fires.

As soon as possible, the officer must complete an " Incident Report". The appropriate copy of that report is to be routed to the Client Representative and the usual copy turned over to your Supervisor for our records.



Section 4—Emergency Procedures (General)

The officer must be certain that the report is accurate and complete in detail. The five (5) Ws must be answered which include: "What, Where, When, Who and Why", if known.

It is essential that the exact times of all activities be recorded accurately. This will include the time you contacted the Fire Department, Paramedics, American Guard Services, Inc. Supervisory Personnel, etc. It is also essential that you record the time that the Fire Department, and others responded to the Site.

The officer will not make any statements to the press or anyone else other than _____, Security Personnel and Fire Department Personnel. Should anyone other than the above question you, that person must be referred to _____ PERSONNEL.

Fire Prevention:

The time to stop a fire is **BEFORE** it starts, and good housekeeping is an important factor in preventing fires. Be aware of and report:

- Rags soaked with flammable liquids not disposed of properly.
- Violations of "No Smoking" rules.
- Improperly stored flammable liquids.
- Cigarettes, cigar butts and matches left smoldering in ash trays, waste baskets, on the floor or elsewhere.
- Missing fire extinguishers.

Fire Protection:

Fire prevention consists of minimizing every possible cause of fire. It includes the prevention of careless, ignorant or malicious acts which may cause a fire or create a fire hazard.

Safeguarding Employees—Consists of evacuating and excluding necessary persons from danger areas (see section on Evacuation Procedures).

Fire Extinguishing—Can be done quickly with a minimum of loss only through a thorough knowledge of firefighting equipment and its operation.

After Fire Loss—Can be prevented by guarding materials and equipment so that none can be taken by unauthorized personnel.

In order to protect the lives and property of Employees and the Client, it is of the utmost importance that you know when and how to contact the police and paramedics.



Section 4.3 Contacting First Responders

Police

The Police Department will be contacted when:

Under the direction of a Client, Supervisor or member of Management.

An Officer personally observes a potentially life or property threatening, and there is no time to contact Supervision. Situations like this, but are not limited to: Armed intrusion, vandalism, burglary, arson, traffic accidents, and rioting or fighting.

How to Contact:

In a life threatening emergency:

1. Dial 911 and state the need for police assistance.
2. Identify yourself by name and title.
3. Give the nature of the emergency.
4. Give the address and major cross streets.
5. After consulting the police department, immediately inform Dispatch and Field Supervision of your actions.

Paramedics

Contact paramedics when:

- Directed to do so by a Client Representative, your Supervisor or a member of Management.
- A potentially life threatening situation is observed and there is no time to call Supervision. Situations like this include, but are not limited to: industrial or personal injuries of apparent nature such as to cause heavy bleeding, loss of consciousness or traumatic shock, seizures such as epileptic or insulin trauma, heart attacks, appendicitis, etc.

Your judgment in these matters is very important. **Take no chances; if you suspect an immediate, life or limb threatening situation is occurring, take action immediately.**

How to Contact:

1. Dial 911, state the need for paramedic assistance.
2. Identify yourself by name and title.
3. Give the nature of emergency.
4. Give the address and major cross streets.



5. After consulting the paramedic service, immediately inform Dispatch and Field Supervision of your action.
6. For incidents not of an immediate nature, dial the regular Police or Fire number.

4.4 Bomb Threats:

Bomb threats may come from several sources, the most frequent being pranks by disgruntled or terminated employees. However, they may be far more serious involving attempts at arson, extortion, or politically motivated action by an extremist group.

Regardless of the implied or assumed rationale of the caller, there are two (2) BASIC REASONS why someone would advise you of a bomb in the building:

- The caller has definite first-hand knowledge of the bomb.
- The caller wants to cause panic and disruption of normal activity at the client's facility.

As a security professional, it is your responsibility to **TREAT ALL BOMB THREATS AS A REAL, IMMEDIATE EMERGENCY**. To respond in any other way would only mean placing the lives and property of those persons within the facility in the greatest possible danger.

The officer receiving the call must **REMAIN CALM AND PROFESSIONAL**. It is critical that you set the correct example in order to **MINIMIZE PANIC AND DISRUPTION** of the facility tenants. Do not use any radios or cellular phones. If you see any one with a two-way radio, cellular phone or pager, ask them to turn the unit off as it possesses a real danger and could detonate a bomb.

1. While the caller is on the line, use the "Bomb Threat Checklist" at your duty station.
2. Ask as many questions as you can and accurately complete the "Checklist".
3. After the caller has ended the conversation **IMMEDIATELY CONTACT THE POLICE DEPARTMENT** and advise them of the situation.
4. **IMMEDIATELY CONTACT THE DESIGNATED CLIENT MANAGEMENT REPRESENTATIVE** and advise them of the situation. Client managerial personnel may issue instructions to evacuate the facility. The security officer will assist in that effort.
5. Contact your Supervisor and advise him/her of the situation.
6. When the Police arrive, they will take charge of the investigation. Provide them with the relevant information on the threat and provide assistance as requested.
7. If a suspicious package or article is found, **do not handle it**, notify the Police.
8. It is the responsibility of the Security Officer to complete a detailed "Incident Report" on the situation, **prior** to leaving the facility at the end of the watch.



Section 5—Forms

See following pages for forms to be used.

**Bomb Threat Checklist****INSTRUCTION**

Be Calm. Be Courteous. Listen. Do not Interrupt the Caller. Notify Supervisor/Security Officer by Pre-Arranged Signal While Caller is on the Line.

Name of Operator: _____ **Time:** _____ **Date:** _____

Callers Identity: Male Female Juvenile Approximate Age: _____

Origin of Call: Local Long Distance Booth Internal

VOICE CHARACTERISTICS

Loud High Pitch Distinct Raspy Stutter Nasal

SPEECH

Fast Slow Intoxicated Slurred Lisp Distorted

LANGUAGE

Excellent Fair Good Poor Foul

Other _____

ACCENT

Local Foreign Not Local Regional Race

MANNER

Calm Angry Laughing Coherent Rational

Irrational Incoherent Deliberate Righteous Emotional

BACKGROUND SOUNDS

Machines Trains Bedlam Animals Deliberate

Party Atmosphere Music Street Traffic Voice

Office Machines Quiet Airplanes Mixed



Bomb Facts

- Pretend difficulty with hearing.
- Keep caller talking.
- If caller seems agreeable to further conversation, ask questions like:

When will it go off? _____

Certain hour _____

Time Remaining _____

Where is it located? _____

Building _____

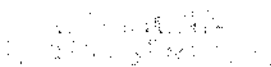
Area _____

What kind of bomb? _____

Where are you now _____

How do you know so much about a bomb? _____

- If building is occupied, inform caller that detonation could cause injury or deaths.
- Did caller appear familiar with plant or building by his description of the bomb location?
- Write out the message in its entirety and any other comments on a separate sheet of paper and attach to this checklist.



Action to Take Immediately After Call

Notify the Manager, Safety and Security or Manager, Employee Relations. Talk to no one other than instructed by your Supervisor/Security Officer.

CALLER'S MESSAGE:

[illegible]



Bomb Threat Procedures Signature Page

Whenever a bomb threat is received by a Security Officer, you are to immediately STOP any use of 2-way radios, paggers, and cellular phones. Under no circumstance should you use any of these devices. Also, if you see any tenants, fellow employees, or spectators with these items, ask them to please TURN THEM OFF.

All Security Officers assigned to _____ acknowledge by signing this form that they have read and understand the Bomb Threat Procedures.

DATE

[illegible]



Section 6—Duty Monitor Procedure

All Security Officers assigned to _____ acknowledge by signing this form that they have read and understand the Duty Monitor Procedure.

PRINT NAME

SIGN NAME

ID#

DATE

[illegible]



Section 7—Security Officer Instructions

YOU MUST KNOW THE DUTIES OF YOUR POST! Study these instructions carefully. Make sure you completely understand and obey all instructions. Check the instructions for changes every time you come on duty.

Written instructions cannot cover every situation you may encounter. When that happens, using common sense and good judgment will help you make good decisions. Whenever possible, call the Field Supervisor for advice and guidance.

DO NOT share these instructions with anyone who does not have security responsibility at this facility.

Print and sign your name, employee number and date below to verify that you thoroughly understand your duties and responsibilities.

PRINT NAME

SIGN NAME

ID#

DATE

Section 8—New Memorandum

All Security Officers assigned to _____ acknowledge by signing this form that they have read and understand each new Memorandum.

PRINT NAME

SIGN NAME

ID#

DATE

[illegible]



AMERICAN GUARD SERVICES

(310) 645-6200
americanguardservices.com

National HQ : 1125 W. 190th St.
Los Angeles, CA 90248



Licensed
Nationwide

August 20, 2021

Attn: Joyce Rooney
Transit Manager
Community Services Department
1922 Artesia Boulevard
Redondo Beach, California 90278

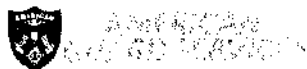
Re: Redondo Beach Transit Center (RBTC) Security Services Proposal – Clarifying Questions sent Via Email

Dear Mrs. Rooney,

Thank you for giving us the opportunity to clarify the questions for the Redondo Beach Transit Center (RBTC) Security Services proposal. Please see below for our response:

- 1. Provide an information chart that shows experience with transit operations facilities. The chart should include the agency name, length of contract, type of services provided, project manager.**

Agency Name	Length of Contract	Type of Services Provided	Project Manager
Texas Department of Transportation (TxDOT)	2015- Present	Security Guard Services	Aaron Pann/ Joseph Lopez
City of Downey- Downey Transit Depot	2019-2021	Security Guard Services	Joseph Lopez
State of Hawaii Department of Transportation	2018- Present	Security Guard Services	Angela Watson/ Joseph Lopez
Victor Valley Transit, CA	2018-2020	Security Guard Services	Joseph Lopez
MSC Fresno Contract: Santa Fe Depot	2019- Present	Security Guard Services	Joseph Lopez



2. Provide more detail on the Project Manager's work experience that includes the agency, the type of security service performed, his role on the project, and the years on the contract.

If we are awarded this contract, Mr. Joseph Lopez will be the project manager for this project. Mr. Lopez has over 25 years of experience in the security industry. In the past few years, Mr. Lopez has managed a variety of transportation security contracts. Mr. Lopez's role included the following:

- Ensuring quality control
- Ensuring staffing procedures meet their targets
- Bring technical, logistical, and technology expertise to the project
- Connect operations and management needs to the right people
- Ensuring overall professionalism of security officer force

Please reference to question one for Mr. Lopez's role on the projects and the years on the contracts.

3. Provide specific information on the staffing plan that includes the times of each shift, the number of hours of each shift, and how lunch and breaks will be covered.

AGS will provide the following staffing plan:

- First shift will be from 6:00am to 3:00pm with the security officer receiving a scheduled unpaid one-hour meal break during the shift in accordance with California labor laws
- Second shift will be from 3:00 to 12:30am with the security officer receiving a scheduled unpaid one-hour meal break during the shift in accordance with California labor laws
- A Break/lunch security officer will cover the one-hour meal breaks. Specifically, the one hour during the first shift to cover the first shift's security officers unpaid one hour lunch break and one hour during the second shift to cover the second shift's security officers one hour lunch (meal) break. This break/lunch security officer will be provided from our field supervisors who will be trained on this contract. Please see picture of one of our field supervisors in one of our marked patrol vehicles. AGS's National Headquarters is a state-of-the-art "Class A" facility equipped with a multi-million dollar National Dispatch Center, which operates 24 hours a day, seven days a week which includes over 20 marked patrol vehicles operated by our field supervisor.

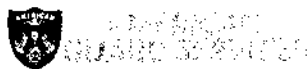


- In regard to the ten-minute breaks afforded to the security officers during their shifts; these will be paid breaks with the security onsite able to respond and on duty.

4. The security officers will also act as Transit Ambassadors at the RBTC; explain how the employee training will be designed to ensure they are knowledgeable on transit information.

Please see below for our employee training:

Types of Training/Others	Offered?	Description
Pre-assignment/ orientation training	✓	All AGS Officers under the contract will be registered with the State of California Department of Consumer Affairs, licensed by BSIS and fulfill all other licensing requirement. Moreover, AGS provides all Security Officers with comprehensive pre-assignment training. AGS recognizes that pre-assignment training is necessary to familiarize Officers with the normal protocols. Public Relations, Observation and Documentation, Communication and Its Significance, and Liability/Legal Aspects will be covered. AGS security officers will receive training on transit information, procedures, and protocols. AGS will ensure personnel receive the following training: general security officer duties, sexual harassment, property/asset protection access control, safety & fire aid public relations, patrol techniques employee relations, communications, personal appearance/hygiene, legal aspects use of firearms/restrictions, standard of conduct uniform/equipment care, fire prevention and protection report writing. AGS Security Officers receive training in scan and search techniques, facility layout, and report writing.



AGS conducts training using Target Solutions' online testing programs, specifically designed for the security industry. Following each seminar topic is a test, for which each applicant must receive a passing grade of at least 80% to be considered for employment.

On-the-job, facility-specific or industry-specific training ✓

AGS has long-standing practices of cross-training Officers in advance for multiple posts. This brings added value. AGS also moves Officers to different posts, so that Officers do not become complacent; all Officers will be fully capable of being utilized in different ways. **This also prepares reserve officers to fill positions left vacant due to turnover.**

Both formal and informal on-the-job-training (OJT), updated quarterly, will facilitate continuous improvement and address any negative trends.

Corrective actions will consist of documenting negative trends and applying additional training to ensure that AGS Personnel understand each task breakdown and overall mission.

On-site training will familiarize officers with the local environment and the area to be secured. We will also train officers in public relations and customer service practices tailored to the area.

Annual retraining and recertification ✓

Retraining and recertification will occur for those Guards who may need additional customer service skills (for example) because they moved posts to a more public-facing position. Recertification may need to occur to ensure the continuation of Guards on the job, per state law. AGS will keep all certifications and licenses current and follow all BSIS requirements for maintaining certification.

A proposed training schedule will be provided to RBTC on an annual basis beginning from the contract start date. It will include title and topic of training, hours, person(s) providing the training, as well as an approved syllabus for any given in-house training.

Advanced, personal development and/or continuing education ✓

Less Than Lethal Training

AGS ensures that all Security Officers have satisfactorily completed any state mandated training requirements, along with any specific training programs required by our clients. Training of our employees is under our direction in coordination with federal and state regulations.

AGS Security Officers are trained to respond to angry, aggressive, or violent people in the conduct of their duties. AGS Security Officers are taught to primarily project a passive, yet visual deterrent against criminal activity. AGS core security training parameters are to avoid physical action against an individual whenever possible, however, at times taking appropriate measures is unavoidable. In these situations, our Officer's understand the parameters in which he or she must operate. Officers utilize the specific tactics learned in our scenario-based training exercises. AGS implements a "Reasonable Officer Response" model, which uses the widely accepted premise and practice of progressive application of force in response to the level of compliance by the individual to be controlled.

Iterative Processes During/After Training	Offered?	Description
Training Gap Analysis	✓	A training gap analysis is a comparative tool to find out if the guards employed by our firm meet both required basic training and any additional education that is specific to the facility and/or location. We work with our public agency clients to identify and address these gaps (using Training Gap Analysis)— which are often understood in six categories: general job-related training, human interaction and customer service, weapons and defensive tactics, inspections, communications, and emergency response.



5. Provide information on the Drug and Alcohol Policy

Please see the attached AGS drug and alcohol policy.

6. Cost Proposal

- a. On Form 2, the first term of the contract doesn't show annual increases in the second- and third-year Annual Costs, please clarify if AGS will provide for increases for wage and employee benefits during the first term. Please explain the company policy on how employee wage and benefit increases will be handled.**

AGS will provide increases for wage and employees benefits during the first term. Specifically, AGS will provide a starting wage of no less than \$17 for year one of this contract with wages for security officers increasing to \$17.50 for year two and \$18.00 for year three.

Please see below for our standard benefits:

- State mandated paid sick leave after 90 days of employment
- One year vacation after a year of employment
- ACA compliant health care programs after 90 days of employment
- Wage increases for longevity and merit

- b. On Form 3, the second year of the extension period doesn't show an annual increase in the Annual Costs, please clarify if AGS will provide for increases for employee wages and benefits during this period. Please explain the company policy on how employee wage and benefit increases will be handled.**

AGS will provide increases for employee wages and benefits during the second year of the extension period. More specifically, AGS will provide tenured security officers a wage of no less than \$18.50 for the fourth year (first year of the extension) of this contract with wages for security officers increasing to \$19.00 for the second year of the extension period.

Please see below for our standard benefits:

- State mandated paid sick leave after 90 days of employment
- One year vacation after a year of employment
- ACA compliant health care programs after 90 days of employment
- Wage increases for longevity and merit

EXHIBIT "D"

TIME OF PERFORMANCE

TERM. The term of this Agreement shall commence upon notice from the City that construction of the City's Transit Center facility, located at 1521 Kingsdale Avenue, Redondo Beach, CA 90278 ("City Transit Center") has been completed, a "notice to proceed" and expire three (3) years following ("Term"), unless otherwise terminated as herein provided. The City may, at its election, extend the agreement by writing for two (2) additional one (1) year periods.

EXHIBIT "E"

COMPENSATION

Provided Contractor is not in default under this Agreement, Contractor shall be compensated as provided below.

A. **AMOUNT.** Contractor shall be paid in accordance with the following schedule.

Effective Period	Regular Hours Bill Rate	Holiday Hours Bill Rate	Annual Service Hours
Year One	\$27.14	\$39.36	6,752.50
Year Two	\$27.14	\$39.36	6,752.50
Year Three	\$27.14	\$39.36	6,752.50
Option Year One	\$28.33	\$41.08	6,752.50
Option Year Two	\$28.33	\$41.08	6,752.50

B. Not to Exceed Amount. In not event shall Contractor's compensation exceed \$546,952.50 during the entire term of the agreement.

Out-of-Contract Billing Rates

Should the City request security personnel in addition to the regular scheduled hours the Bill Rate shall be as follows:

Effective Period	Regular Hours Bill Rate
Year One	\$27.14
Year Two	\$27.14
Year Three	\$27.14
Option Year One	\$28.33
Option Year Two	\$28.33

1. The amount paid by the City for extra services pursuant to this Section shall not be subject to the not to exceed compensation. However, in no event shall the amounts paid in the aggregate exceed \$5,000.
- C. **Method Of Payment.** Consultant shall provide invoices to City for approval and payment. Invoices must be adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Consultant may be required to provide back-up material upon request.
- D. **Schedule For Payment.** Payments shall be made monthly in arrears based upon the time spent during the previous month for which an invoice shall be submitted. City agrees to pay contractor within thirty (30) days of receipt of the monthly invoice: provided, however, that services are completed to the City's full satisfaction.

- E. Notice. Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant

American Guard Services, Inc.
1125 W. 190th Street
Los Angeles, CA 90248
Attention: Gerald Gregory, Executive Vice President

City

City of Redondo Beach
Community Services Department
415 Diamond Street
Redondo Beach, CA 90277
Attention: Joyce Rooney, Transit Manager

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

EXHIBIT "F"

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations under this Agreement, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.

For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Contractor's part.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Risk Management

Contractor acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.

EXHIBIT "G"

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and the City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform all work on the project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Pursuant to Labor Code Section 1771.4, Contractor shall post job site notices, as prescribed by regulation.

4. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit the maximum amount allowable by law for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section

200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

8. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 and 1/2 times the basic rate of pay.

9. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

10. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

11. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel acceptable to the City) the

City, its officials, officers, employees, agents, independent contractors, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.

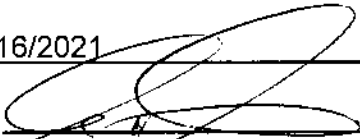
EXHIBIT "H"

FEDERAL TRANSIT ADMINISTRATION CONTRACT CERTIFICATIONS

The Contractor certifies that the materials/supplies offered in this procurement comply with all FTA Requirements and Regulations incorporated in Agreement Sections 1 through 18 and listed below:

☒	1.	Incorporation of Federal Transit Administration (FTA) Terms
☒	2.	Federal Changes
☒	3.	No Government Obligation to Third Parties
☒	4.	Access to Records and Reports
☒	5.	Fly America
☒	6.	Clean Air and Federal Water Pollution Control Act
☒	7.	Energy Conservation
☒	8.	Government-wide Debarment and Suspension
☒	9.	Program Fraud and False or Fraudulent Statements and Related Acts
☒	10.	Lobbying Restrictions
☒	11.	Civil Rights Laws and Equal Opportunity
☒	12.	Disadvantaged Business Enterprises (DBE)
☒	13.	Prompt Payment
☒	14.	Employee Protections
☒	15.	Veteran's Employment
☒	16.	Substance Abuse
☒	17.	Termination
☒	18.	Violations and Breaches

Date: 12/16/2021

Signature: 

Company Name: American Guard Services, Inc.

Title: Executive Vice President

Lobbying Restrictions

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature of Contractor's Authorized Official

Gerald A. Grezon EXECUTIVE Vice president

Name and Title of Contractor's Authorized Official

12/15/21

Date

N/A

PROMPT PAYMENT AFFIDAVIT

Contractor will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, Gerald A. Gregory (Name), the
Executive Vice President (Title - e.g., President, Vice President, etc.) of
American Guard Services, Inc. ("Company"), do state the following with
regard to payments made under Contract No. _____ ("Contract"):

1. _____ Subcontractors, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than thirty (30) business days after Contractor received payment from City.
2. _____ Copies of invoices and cancelled checks for subcontractors at the first tier who were paid under the prior payment request have been delivered or mailed to the City. In addition, Contractor has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by City. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the City may cause the Payment Request to be rejected by City.)
3. _____ All retainage amounts withheld from any subcontractor who satisfactorily completed its portion of the contract work, including punch list items, were paid to the subcontractor(s) no later than thirty (30) business days after it satisfactorily completed its work, whether or not City has paid said retainage amounts to Contractor. Attach a copy of the cancelled check evidencing payment of each retainage amount.
4. _____ There was no delay in or postponement of any payment owed to a subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the City.
5. _____ The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the City. In addition, the Contractor is required to return any retainage payments to those subcontractors after the subcontractor's work related to this contract is satisfactorily completed and within 30 days of Contractor's receipt of the partial retainage payment related to the subcontractor's work. Attach a copy of the written approval from the City.

American Guard Services, Inc.
Company Name

Signature
Gerald A. Gregory
Print Name

Date: 12/15/21

Subscribed and sworn to before me this deceember day of 15 2021.

DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

✓ The Bidder/Offer is committed to a minimum of 0.00 % DBE utilization on this contract.

Date: 12/15/21

Signature: [Signature]

Company Name: American Guard Services, Inc.

Title: Executive Vice President

PROPOSED DBE PARTICIPATION (OPTIONAL)

The bidder is or intends to utilize the following DBE contractors on this project. Signature of participating DBE is confirmation of willingness to participate on this project. The following information comprises the DBE Utilization percent stated in the DBE Utilization Form.

Company	_____
Address	_____
City, ST, ZIP	_____
Phone Number	_____
Fax Number	_____
Contact Name	_____
Contact Email	_____
DBE Certifying Agency	_____
Type of work to be performed	_____
Annual Dollar value of participation	_____
Signature of participating DBE	_____

Company	_____
Address	_____
City, ST, ZIP	_____
Phone Number	_____
Fax Number	_____
Contact Name	_____
Contact Email	_____
DBE Certifying Agency	_____
Type of work to be performed	_____
Dollar value of participation	_____
Signature of participating DBE	_____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/30/2021

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).

PRODUCER El Dorado Insurance Agency, Inc. El Dorado Sec Svcs Ins Agy 3673 Westcenter Drive Houston TX 77042	CONTACT NAME: Lindsey Paparello PHONE (A/C No. Ext.): (713) 521-9251 FAX (A/C No.): (713) 521-0125 E-MAIL ADDRESS: lpaparello@eldoradoinsurance.com														
INSURED 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: Lexington Insurance Company</td><td>19437</td></tr><tr><td>INSURER B: National Union Fire Ins Co Pittsburgh P</td><td>19445</td></tr><tr><td>INSURER C: Endurance American Insurance Company</td><td>10641</td></tr><tr><td>INSURER D: Westfield Specialty Insurance Company</td><td>24120</td></tr><tr><td>INSURER E: United Wisconsin Insurance Company</td><td>29157</td></tr><tr><td>INSURER F: Hiscox Insurance Company</td><td>10200</td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lexington Insurance Company	19437	INSURER B: National Union Fire Ins Co Pittsburgh P	19445	INSURER C: Endurance American Insurance Company	10641	INSURER D: Westfield Specialty Insurance Company	24120	INSURER E: United Wisconsin Insurance Company	29157	INSURER F: Hiscox Insurance Company	10200
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COVERAGES

CERTIFICATE NUMBER: AGS - CERTS (11.21)

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Errors & Omissions GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			080878076	11/19/2021	11/19/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			019321961	11/19/2021	11/19/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☐ UMBRELLA LIAB ☒ OCCUR			ELD30002147800 (\$2M x \$1M)			EACH OCCURRENCE \$ 10,000,000
D	☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			G7189916001 (\$3M x \$2M) RND011192021 (\$5M x \$5M)	11/19/2021	11/19/2022	AGGREGATE \$ 10,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	V/N	N/A	WC600-00097-021-SZ	1/1/2021	1/1/2022	☒ PER STATUTE ☐ 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
F	1st & 3rd Party Crime			UC21824594.20	11/14/2020	11/24/2021	Aggregate 2,000,000

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

City of Redondo Beach Transit Center Security Services - Request for Proposals # 2122-001; The General Liability and Business Auto policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording.

CERTIFICATE HOLDER**CANCELLATION**

City of Redondo Beach Transit Center Security Services Attn: Margaret Wood 415 Diamond Street Door 1 Redondo Beach, CA 90277	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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COMMENTS/REMARKS

Certificate Holder includes:

The City, its officers, elected and appointed officials, employers, and volunteers

ENDORSEMENT # 008

This endorsement, effective 12:01 AM 11/19/2021

Forms a part of policy no.: 080878076

Issued to: AMERICAN GUARD SERVICES, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

GUARDSECURE® SECURITY RELATED GENERAL AND PROFESSIONAL LIABILITY POLICY

- A. Section II - Who Is An Insured** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" or "wrongful act".
- B.** The insurance provided to the above described additional insured under this endorsement is limited as follows:
 - 1. COVERAGE A BODILY INJURY, PROPERTY DAMAGE AND PROFESSIONAL LIABILITY (SECTION I - COVERAGES)** only.
 - 2.** The person or organization is only an additional insured with respect to liability arising out of "your work" or your "professional services".
 - 3.** In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.
 - 4.** This insurance does not apply to "bodily injury", "property damage" or "professional liability" arising out of:
 - a.** "Your work" or your "professional services" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy; or
 - b.** The sole negligence of the additional insured for its own acts or omissions or those of its employees or anyone else acting on its behalf.
 - 5.** Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether provided on a primary, excess, contingent or on any other basis, unless the written contract or written agreement with the additional insured specifically requires that this insurance be primary and non-contributory with any other insurance issued to the additional insured. In such case, this insurance shall be primary and non-contributory with any other insurance issued to the additional insured.

- C. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" or "wrongful act" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision may, at our option, result in the claim or "suit" being denied.

All other terms and conditions of the policy remain the same.



Authorized Representative

ENDORSEMENT # 009

This endorsement, effective 12:01 AM 11/19/2021

Forms a part of policy no.: 080878076

Issued to: AMERICAN GUARD SERVICES, INC

By: LEXINGTON INSURANCE COMPANY

PRIMARY AND NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided by the policy:

SCHEDULE

Name of Person or Organization

Notwithstanding any other provision of the policy to the contrary, the insurance afforded by this policy for the benefit of the Additional Insured shown in the Schedule above shall be primary insurance, but only with respect to any claim, loss or liability arising out of the Named Insured's operations; and any insurance maintained by the Additional Insured shall be non-contributing.

All other terms and conditions of the policy remain the same.



Authorized Representative



Action to Take Immediately After Call

Notify the Manager, Safety and Security or Manager, Employee Relations. Talk to no one other than instructed by your Supervisor/Security Officer.

CALLER'S MESSAGE:

[illegible]

PROPOSED DBE PARTICIPATION (OPTIONAL)

The bidder is or intends to utilize the following DBE contractors on this project. Signature of participating DBE is confirmation of willingness to participate on this project. The following information comprises the DBE Utilization percent stated in the DBE Utilization Form.

Company	NOT Applicable.
Address	N/A
City, ST, ZIP	N/A
Phone Number	N/A
Fax Number	N/A
Contact Name	N/A
Contact Email	N/A
DBE Certifying Agency	N/A
Type of work to be performed	
Annual Dollar value of participation	N/A
Signature of participating DBE	

Company	Not applicable.
Address	N/A
City, ST, ZIP	N/A
Phone Number	N/A
Fax Number	N/A
Contact Name	N/A
Contact Email	N/A
DBE Certifying Agency	N/A
Type of work to be performed	
Dollar value of participation	N/A
Signature of participating DBE	

ENDORSEMENT # 007

This endorsement, effective 12:01 AM 11/19/2021

Forms a part of policy no.: 080878076

Issued to: AMERICAN GUARD SERVICES, INC.

By: LEXINGTON INSURANCE COMPANY

**WAIVER OF SUBROGATION
(BLANKET)**

It is agreed that we, in the event of a payment under this policy, waive our right of subrogation against any person or organization where the insured has waived liability of such person or organization as part of a written contractual agreement between the insured and such person or organization entered into prior to the "occurrence" or offense.

All other terms and conditions remain unchanged.



**Authorized Representative OR
Countersignature (In states where applicable)**