Professional Services Agreement for Security Guard Services for Special Taxing Districts

2019-13



The Town of Miami Lakes Council:

Mayor Manny Cid
Vice Mayor Nelson Rodriguez
Councilmember Carlos Alvarez
Councilmember Luis Collazo
Councilmember Joshua Dieguez
Councilmember Jeffrey Rodriguez
Councilmember Marilyn Ruano

Edward Pidermann, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014

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THIS AGREEMENT is entered into as of the execution date first written below ("Agreement") by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and Vent Security Services, hereinafter called the "Contractor," having a principal office at 14600 Biscappe Blvd, North Miami, FL 33181.

RECITALS

WHEREAS the Town of Miami Lakes issued RFP 2019-13 for Security Guard Services for Special Taxing Districts on March 5, 2019 and

WHEREAS, Contractor submitted its Proposal in response to the RFP by the proposal deadline; and

WHEREAS, the Contractor's Proposal was selected as the highest-ranked proposal by an Evaluation Committee charged with reviewing and ranking all responsive proposals received in response to the RFP; and

WHEREAS, the Town has requested the Contractor to provide security guard services ("Services"); and

WHEREAS, the Contractor has the necessary expertise to provide the requested Services and has agreed to provide said Services.

WITNESSETH, that the Town and the Contractor, for the considerations herein set forth, agree as follows:

SECTION A. GENERAL TERMS & CONDITIONS

A1. Definitions

- a. Agreement means this instrument, as may be amended from time to time, all change orders, directives, payments and other such documents issued under or in connection with this instrument.
- **b.** Additional Services means any work/services defined as such in this Agreement, secured in compliance with Florida Statutes and Town Code.
- c. Attachments means the Attachments to this Agreement which are expressly incorporated by reference and made a part of this Agreement as if set forth in full.
- d. Basic Services means the services that are expressly stated in the scope of work/services or those services so closely related in character as to be reasonably inferred to be included within the scope of work/services.
- e. Change Order means a written document ordering a change in the Agreement price or time, or a material change in the Services to be rendered.
- **f. Contractor** means the person, firm, entity, or corporation, which has entered into the Agreement to provide Services to the Town.

- g. Cure means remedial action taken by the Contractor to correct Service, performance, deliverables, or other contractual requirements that are not in compliance with the Agreement.
- h. Cure Period means the period of time in which the Contractor is required to remedy deficiencies in the Services or compliance with the Agreement after receipt of a Notice to Cure from the Town identifying such deficiencies.
- i. Days means calendar days unless specifically stated otherwise.
- j. Errors means Services or work product prepared by the Contractor that are not correct or are incomplete, which results in the need for revision or re-issuance of the Services performed or developed based on the Services provided for under this Agreement.
- **k. Project Manager** means the Town's designee who will manage and monitor the Services to be performed under this Agreement.
- Scope of Service(s)/Work means the activities, tasks, objectives, deliverables, and completion of work provided for under this Agreement.
- m. Services or Work mean all necessary and inferable labor, material, equipment, and services, whether or not specifically stated, required by the Agreement to provide the Scope of Service(s)/Work.
- n. Town Council means the legislative body of the Town of Miami Lakes.
- Town Manager means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
- p. Town or Owner means the Town of Miami Lakes, Florida, a Florida municipal corporation, the public agency which is a party hereto and for which this Agreement is to be performed. In all respects hereunder, Town's performance is pursuant to Town's position as the owner of a Project. In the event the Town exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances will be deemed to have occurred pursuant to Town's authority as a governmental body and will not be attributable in any manner to Town, as the owner, as a party to this Agreement. For purposes of this Agreement, "Town" without modification means the Town Manager.
- **q. Work Order** means a document approved and issued by the Town authorizing the performance of Additional Services to be provided by the Contractor.
- r. Work Order Proposal means a document prepared by the Contractor, at the request of the Town for Services to be provided by the Contractor.

A2. General

A2.01. Authority of the Town's Program Manager

The Town Manager hereby authorizes the Program Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to the providing of the Programs in accordance with the Agreement. The Program Manager shall have authority to act on behalf of the Town to the extent provided by the Contract, unless otherwise modified in writing by the Town.

All interpretations and recommendations of the Program Manager shall be consistent with the intent of the Agreement. All interpretations of the Agreement shall be issued by the Town's Procurement Manager, which shall be binding upon the Contractor.

A2.02. Standard of Care

Contractor is solely responsible for the technical accuracy and quality of its Services. Contractor must perform due diligence, in accordance with best industry practices, performing the Services under this Agreement. Contractor will be responsible for the professional quality, technical accuracy and coordination of all reports, and other documents furnished by the Contractor under this Agreement. Contractor must, without additional compensation, correct or revise any errors, omissions, or deficiencies in its reports, documents, or other Services.

A2.03. Subcontractors

Contractor is not permitted to subcontract any of the Services under this Contract without the prior written consent of the Town Manager or designee.

In the event subcontracting is permitted, Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract Documents creates any contractual relationship between any Subcontractor and the Town. Contractor is responsible for the timely payment of its Subcontractors and suppliers as required by Florida Statute Chapter 218.735. Failure to comply with these payment requirements will place the Contractor in default of the Contract.

Contractor must not employ any subcontractor against whom Town may have a reasonable objection.

Contractor must utilize the Subcontractors identified in its Proposal submission. The replacement, addition, or deletion of any Subcontractor(s) will be subject to the prior written approval of the Town Manager or designee.

A2.04. Taxes

Contractor shall pay all applicable sales, consumer, use and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

A2.05. Change Orders

The Town reserves the right to order changes which may result in additions to or reductions in the Agreement and that are within the general scope of the Agreement and all such changes shall be authorized only by a Change Order approved in advance and issued in accordance with provisions of the Town Code and this Agreement.

Any changes to the Agreement must be contained in a written document, executed by the both parties. However, under circumstances determined necessary by Town, Change Orders may be issued unilaterally by Town.

A2.06. Work Orders

When the Town Manager has determined to utilize Contractor for additional services or for services in connection with a specific project, the Town Manager will request in writing, a Work Order Proposal from the Contractor based on the proposed Scope of Services provided to the Contractor in writing by the Town Manager. The Contractor, the Town Manager, and others if appropriate, may have preliminary meetings, if warranted, to further define the Scope of Services and to resolve any questions. The Contractor will then prepare a Work Order Proposal following the format provided by or acceptable to the Town, indicating the proposed Scope of Services, total time for performance, time for performance of each task, phase or deliverable, staffing including proposed hours per individual and/or classification, proposed fees, Subcontractors, and

deliverable items and/or documents. The Town, at its sole discretion may provide the Contractor with a standardized Work Order Proposal Form to be used for all requests.

The Town Manager may accept the Work Order Proposal as submitted, reject the Work Order Proposal, or negotiate revisions to the Work Order Proposal. Upon successful conclusion of negotiations, the Contractor may be required to submit a revised final Work Order Proposal. If negotiations cannot be successfully completed, the Town Manager may terminate negotiations and may request a Work Order Proposal from another consultant under contract with the Town or secure such services through other means available to the Town. Upon approval of the Work Order Proposal the Town Manger will issue a written Work Order assigning the Project to the Contractor.

It is understood that a Work Order or Notice to Proceed may be issued under this Agreement at the sole discretion of the Town Manager and that the Contractor has no expectation, entitlement, right to or privilege to receive a Work Order and/or Notice to Proceed for any additional service or project. The Town reserves, at all times, the right to perform any or all Professional Services in-house, or with other private professional firms or to discontinue or withdraw any or all projects or tasks or to exercise any other choice allowed by law.

This Agreement does not confer on the Contractor any particular, exclusive or special rights to any additional service required by the Town. Outside of this Agreement, the Contractor may submit proposals and/or qualifications for any professional services, which the Contractor is qualified to perform, in response to any public solicitation issued by Town.

A2.07. Deletion or Modification of Services

The Town may during the term of the Agreement make modifications to the Services being provided. If the Contractor and the Town agree on modifications or revisions to any Services such changes shall be made through the execution of a change order executed by both parties.

A2.08. Independent Contractor

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

A2.09. Defense of Claims

Should any claim be made, or any legal action brought in any way relating to the Work under the Agreement, the Contractor shall diligently render to the Town any and all assistance that the Town may require of the Contractor.

A2.10. Coordination of Work

The Contractor shall perform all Services in a manner that will minimize disruption to the Town's normal operations. Necessary disruptions should occur after normal Town working hours. Where this is not possible Services shall be scheduled and coordinated in advance with the Program Manager.

A2.11. Contract Extension

The Town reserves the right to extend the contract past the then-current term, including any exercised options to renew, for a period of up to ninety (90) days in the event that a subsequent contract has not yet been awarded. Additional extensions beyond the initial 90 days may occur as-needed by the Town and as mutually agreed upon by the Town and the Contractor.

A2.12. Invoicing

Contractor shall provide the Town with an invoice once per month for the Work performed in the prior month. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Purchase Order number
- Contract number
- Date of invoice
- Invoice number (Invoice numbers cannot be repeated)
- Name and Type of Services,
- List of participants.
- Timeframe covered by the invoice
- Total Value of invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

A3. Performance

A3.01. Performance and Delegation

The Services to be performed hereunder must be performed by the Contractor or Contractor's own staff, unless otherwise provided in this Agreement, or approved, in writing by the Town Manager. Said approval will not be construed as constituting an agreement between the Town and said other person or firm and the Town assumes no liability or responsibility for any subcontractor.

A3.02. Removal of Unsatisfactory Personnel

The Project Manager or Town Manager may make written request to Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor to provide and perform Services pursuant to the requirements of this Agreement. The Contractor must respond to the Town within seven (7) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. All decisions involving personnel will be made by the Town. Such request will solely relate to said employees working under this Agreement and not as employees of the Contractor or subcontractor.

A3.03. Contractor Key Staff

The parties acknowledge that Contractor was selected by the Town, in part, on the basis of qualifications of particular staff identified in Contractor's response to Town's solicitation, hereinafter referred to as "Key Staff". Contractor must ensure that Key Staff are available for Services hereunder as long as said Key Staff are in Contractor's employ. Contractor must obtain prior written acceptance of Project Manager to change Key Staff. Contractor must provide the Project Manager with such information, as may be necessary, to determine the suitability of proposed new Key Staff personnel. The Project Manager will act reasonably in evaluating Key Staff qualifications. Such acceptance will not constitute any responsibility or liability for the individual's ability to perform.

A3.04. Time for Performance

The Contractor agrees to start all Services hereunder upon execution of the Agreement and complete each, task within the time stipulated in the Agreement. Time is of the essence with respect to performance of this Agreement.

A reasonable extension of the time for completion of various tasks may be granted by the Town Manager should there be a delay on the part of the Town in fulfilling its obligations under this Agreement as stated herein. Such extension of time shall not be cause for any claim by the Contractor for extra compensation.

A3.05. Method of Performing the Services

The apparent silence of the Agreement as to any detail, or the apparent omission from them of a detailed description concerning any Services to performed, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of the Agreement shall be made upon that basis.

A3.06. Protection of Property, Utilities, and the Public

The Contractor shall protect public and private property from damage or loss arising in connection with the providing the Services and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.

The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property of the Town or private property, which may be caused by Contractor.

A3.07. Labor Materials, Equipment, and Sales

Contractor shall provide for all labor, materials equipment, supplies, consumables, transportation and other incidental items necessary to provide the Services. The Town at its sole discretion may have purchase equipment or materials to be used under this Agreement, such as hardware, software, and similar items or have the Contractor purchase the equipment on behalf of the Town.

A4. Default

A4.01. General

If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor will be in default. Upon the occurrence of a default hereunder the Town, in addition to all remedies available to it by law, may immediately, upon

written notice to Contractor, terminate this Agreement whereupon all payments, advances, or other compensation paid by the Town to Contractor while Contractor was in default must be immediately returned to the Town. Contractor understands and agrees that termination of this Agreement under this section does not release Contractor from any obligation accruing prior to the effective date of termination. The Town, at its sole discretion, may allow the Contractor a specified time to correct a default.

A4.02. Conditions of Default

A finding of default and subsequent termination for cause may include, without limitation, any of the following:

- (i) Contractor fails to obtain or maintain the required insurance.
- (ii) Contractor fails to comply, in a substantial or material sense, with any of its duties under this Agreement, with any terms or conditions set forth in this Agreement or in any agreement it has with the Town, beyond the specified period allowed to cure such default.
- (iii) Contractor fails to commence the Services within the time provided or contemplated herein or fails to complete the Services in a timely manner as required by this Agreement.

A4.03. Time to Cure Default; Force Majeure

Town through the Town Manager will provide written notice to Contractor as to a finding of default, and Contractor must take all necessary action to cure said default within time stipulated in said notice, after which time the Town may terminate the Agreement. The Town, at its sole discretion, may allow additional days to perform any required cure if Contractor provides written justification deemed reasonably sufficient.

Should any such failure on the part of Contractor be due to a condition of Force Majeure as the term is interpreted under Florida Law, then the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

A5. Termination of Agreement

A5.01. Town's Right to Terminate

The Town Manager has the right to terminate this Agreement for any reason or no reason, upon thirty (30) days' written notice. Upon termination of this Agreement, documents, analysis, materials, and/or reports, including all electronic copies related to Services authorized under this Agreement, whether finished or not, must be turned over to the Town. The Contractor will be paid for the Services performed and accepted, provided that said documentation is turned over to the Project Manager or Town Manager within ten (10) business days of termination.

A5.02. Contractor's Right to Terminate

The Contractor shall have the right to terminate this Agreement, in writing, following breach by the Town, if the breach of the Agreement has not been corrected within thirty (30) days from the date of the Town's receipt of a written statement from Contractor specifying its breach of its duties under this Agreement.

A5.03. Termination Due to Undisclosed Lobbyist or Agent

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm,

other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

For the breach or violation of this provision, the Town has the right to terminate this Agreement without liability and, at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

A5.04. Fraud & Misrepresentation

The Town may terminate this Agreement with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation, conflicts of interest, or material misstatement. Such person, individual, corporation, entity, or affiliate shall be responsible for all direct or indirect costs associated with termination or cancellation.

A5.05. Funds Availability

Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.

A6. Documents and Records

A6.01. Ownership of Documents

All documents, analysis, materials, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, including all electronic digital copies, will be considered works made for hire and are the property of the Town, without any restriction or limitation on their use. Upon expiration or termination of the Agreement the Contractor must turn over all records, documents and data, whether used or not used, including electronic data as required under Florida Statute 119.0701(d). Contractor is to keep copies of all such records, documents, or data for its records. However, this Article will continue in full force and effect after the expiration or termination of this Agreement.

A6.02. Delivery upon Request or Cancellation

Failure of the Contractor to promptly deliver all such documents in the possession of the Contractor, both hard copy and digital, to the Town Manager within ten (10) days of cancellation, or within ten (10) days of request by the Town Manager, will be just cause for the Town Manager to withhold payment of any fees due Contractor until Contractor delivers all such documents. Contractor will have no recourse from these requirements.

A6.03. Nondisclosure

To the extent allowed by law, Contractor agrees not to divulge, furnish, or make available to any third person, firm, or organization any information or documentation related to this Agreement, without Town Manager's prior written consent, or unless incident to the proper performance of the Contractor's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Contractor hereunder, and Contractor must require all of its employees, agents and Subcontractors comply with the provisions of this paragraph. Contractor will be entitled to limited use of the information and documents related to this Agreement, which will be used for the sole purpose of marketing to generate new business clients.

A6.04. Access to and Review of Records

Town shall have the right to inspect and copy, at Town's expense, the books and records and accounts of Contractor which relate in any way to the Agreement. The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

A6.05. Maintenance of Records

Contractor will keep adequate records and supporting documentation, which concern or reflect its Services hereunder. Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, must be kept in accordance with statute. Otherwise, the records and documentation will be retained by Contractor for a minimum of three (3) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. Town, or any duly authorized agents or representatives of Town, has the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the three (3) year period noted above; provided, however such activity will be conducted only during normal business hours. The Contractor agrees to furnish copies of any records necessary, in the opinion of the Town Manager, to approve any requests for payment by the Contractor.

Contractor shall also comply with the following requirements of the Florida Public Records Law including:

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

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

TOWN'S CUSTODIAN OF PUBLIC RECORDS VIA PHONE (305) 364-6100 x 1138; EMAIL CLERK@MIAMILAKES-FL.GOV; OR MAIL AT TOWN OF MIAMI LAKES, 6601 MAIN STREET, MIAMI LAKES, FL 33014.

A7. Insurance

The Contractor must not start Services under this Agreement until the Contractor has obtained all insurance required hereunder and the Town Manager has approved such insurance. Should the Contractor not maintain the insurance coverage required in this Agreement, the Town may cancel this Agreement or, at its sole discretion, must purchase such coverage and charge the Contractor for such coverage purchased.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

A7.01. Companies Providing Coverage

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Town Manager. All companies must have a Florida resident agent and be rated at least A(X), as per A.M. Best Company's Key Rating Guide, latest edition.

A7.02. Verification of Insurance Coverage

The Contractor must furnish certificates of insurance to the Town Manager for review and approval prior to the execution of this Agreement. The Certificates must clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of award to the Contractor. Contractor must maintain coverage with equal or better rating as identified herein for the term of this Agreement. Contractor must provide written notice to the Town Manager of any material change, cancellation or notice of non-renewal of the insurance within thirty (30) days of the change. Contractor must furnish a copy of the insurance policy or policies upon request of the Town Manager within ten (10) days of written request.

A7.03. Forms of Coverage

A7.03-1. Commercial General Liability

This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$500,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

A7.03-2. Comprehensive Automobile & Vehicle Liability Insurance

This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$500,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive that the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

A7.03-3. Workers' Compensation Insurance

Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000.00 each accident and a waiver of subrogation. Should the Contractor be exempt from Florida's Worker's Compensation insurance requirement the Contractor must provide documentation from the State of Florida evidencing such exemption.

A7.04. Modifications to Coverage

The Town Manager reserves the right to require modifications, increases, or changes in the required insurance requirements, coverage, deductibles or other insurance obligations by providing a thirty (30) day written notice to the Contractor. Contractor must comply with such requests unless the insurance coverage is not then readily available in the national market and may request additional consideration from Town accompanied by justification.

A7.05. Certificate of Insurance

Contractor shall provide the Town Manager or designee with Certificates of Insurance for all required policies within fourteen (14) days of notification of an award by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

A7.06. Additional Insured

The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Contractor's insurance. For Services provided at Royal Oaks Park and Miami Lakes Optimist Park the Miami-Dade County Public School System shall also be named as an additional insured. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

A8. Contract Disputes & Mediation

A8.01. Claims

Any claim shall be made by written notice by Contractor to the Town Manager or designee and to within ten (10) business days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within ten (10) days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless the Town's Procurement Manager, unless said individual allows additional time for submission. The written notice must be accompanied by Contractor's written notarized statement that any adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes shall be determined in accordance with the Agreement. It is expressly and specifically agreed that any and all claims for changes to the Contract shall be waived if not submitted in strict accordance with the requirements of this Article.

Delays may include, but not be limited to, acts or neglect by any separate contractor employed by own, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

Contractor shall not be entitled to an compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith or active interference on the part of Town.

Failure of Contractor to comply with this Article as to any particular event of claim shall be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

A8.02. Resolution of Disputes

Contractor understands and agrees that all disputes between it and the Town based upon an alleged violation of the terms of this Agreement by the Town will be submitted for resolution in the following manner.

The initial step will be for the Contractor to notify the Procurement Manager in writing of the dispute. Contractor must, within five (5) calendar days of the initial notification, submit all supporting documentation to the Procurement Manager. Failure to submit such notification and documentation will constitute a waiver of protest by the Contractor. Upon receipt of said documentation the Procurement Manager will review the issues relative to the dispute and issue a written finding.

Should the Contractor and the Procurement Manager fail to resolve the dispute the Contractor may submit an appeal of the Procurement Manager's finding in writing within five (5) calendar days to the Town Manager. Failure to submit such an appeal of the written finding shall constitute acceptance of the finding by the Contractor. Upon receipt of said notification the Town Manager will review the issues relative to the dispute and issue a written finding.

Appeal to the Town Manager for his/her resolution, is required prior to Contractor being entitled to seek judicial relief in connection therewith. Should the amount of compensation require approval or disapproval by the Town Council, Contractor will not be entitled to seek judicial relief unless:

- i. it has first received the Town Manager's written decision, approved by the Town Council if applicable, or
- ii. a period of sixty (60) calendar days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of ninety (90) calendar days has expired where the Town Manager's decision is subject to Town Council approval; or
- iii. Town has waived compliance with the procedure set forth in this section by written instrument(s) signed by the Town Manager.

A8.03. Mediation - Waiver of Jury Trial

In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the Agreement, the parties to this Agreement agree all disputes between them will be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Miami-Dade County, State of Florida. The parties will split the costs of a certified mediator on a 50/50 basis. The Contractor agrees to include such similar contract provisions with all Subcontractors and/or independent contractors and/or contractors retained for the project(s), thereby providing for non-binding mediation as the primary mechanism for dispute resolution.

In an effort to expedite the conclusion of any litigation, the parties voluntarily waive their right to jury trial or to file permissive counterclaims in any action arising under this Agreement.

A8.04. Continuing the Services

Contractor shall continue to provide the Services during all disputes or disagreements with Town. No Services shall be delayed or postponed pending resolution of any disputes or disagreements.

A8.05. Stop Work Order

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Services due to any conflict or potential conflict with Town operational requirements, storm related events, or other similar circumstances. The Town, where possible will make every effort to provide at minimum of forty-eight (48) hours advanced notice.

A8.06. Set-offs, Withholding, & Deductions

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

- 1. Any amount of any claim by a third party;
- 2. Any Liquidated Damages, and/or;
- 3. Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town will notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, will be paid to the Contractor in accordance with the Local Government Prompt Payment Act

A8.07. Time in Which to Bring Action Against the Town

In the event the Contractor may be deemed to have a cause of action against the Town, no action shall lie or be maintained by the Contractor against the Town upon any claim arising out of or

based upon the Agreement by reason of any act or omission or requirement of the Town or its agents, unless such action shall be commenced within six (6) months after the date of issuance of a final payment under the Agreement, or if the Agreement is terminated under the provisions of the Agreement unless such action is commenced within six (6) months after the date of such termination by the Town.

A9. Miscellaneous

A9.01. Indemnification

The Contractor will hold harmless, defend, and indemnify the Town, its officials and employees from any and all claims, losses and causes of actions which may arise out of the performance of this Agreement as a result of any act of negligence or negligent omission, recklessness, or intentionally wrongful conduct of the Contractor or its employees, agents, or subcontractors. The Contractor will pay all claims and losses of any nature whatsoever in connection therewith in the name of the Town when applicable, and will pay all costs, including without limitation reasonable attorney's and appellate attorney's fees, and judgments which may issue thereon. The Contractor's obligation under this paragraph will not be limited in any way by the agreed upon the Agreement value, or the Contractor's limit of, or lack of, sufficient insurance protection and applies to the full extent that it is caused by the negligence, act, omission, recklessness or intentional wrongful conduct of the Contractors, its agents, servants, or representatives.

The Contractor's obligation to indemnify the Town shall survive the expiration or termination of this Agreement.

The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Contractor under this Agreement.

A9.02. Entire Agreement

This Agreement, as it may be amended from time to time, represents the entire and integrated Agreement between the Town and the Contractor and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of this Agreement will not be deemed to be a waiver of any other breach of any provision of this Agreement.

A9.03. Severability

In the event any provision of the Agreement is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of the Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Agreement in its entirety. An election to terminate the Agreement based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.

A9.04. Nonexclusive Agreement

Contractor Services under this Agreement are to be provided on a nonexclusive basis and the Town, at its sole discretion and right, may engage other firms to perform the same or similar Service, provided, however, that the Town will first notify the Contractor that the Town has

engaged such similar Service and that the duties performed or Service provided, to the extent they may conflict between the Contractor and those other firms engaged, are delineated by the Project Manager so that the Contractor and those similarly engaged are clear as to their responsibilities and obligations.

A9.05. Successors and Assigns

The performance of this Agreement must not be transferred, pledged, sold, delegated, or assigned, in whole or in part, by the Contractor without the written consent of the Town Council or Town Manager, as applicable. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, or an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder requiring prior Town approval.

The Contractor's services are unique in nature and any transference without the prior written approval of the Town will be cause for the Town to terminate this Agreement. The Contractor will have no recourse from such cancellation. The Town may require bonding, other security, certified financial statements and tax returns from any proposed Assignee and the execution of an Assignment/ Assumption Agreement in a form satisfactory to the Town as a condition precedent to considering approval of an assignment.

The Contractor's services are unique in nature and any transference without the prior written approval of the Town will be cause for the Town to terminate this Agreement. The Contractor will have no recourse from such cancellation. The Town may require bonding, other security, certified financial statements and tax returns from any proposed Assignee and the execution of an Assignment/ Assumption Agreement in a form satisfactory to the Town as a condition precedent to considering approval of an assignment.

A9.06. No Waiver

Town and Contractor agree that each requirement, duty, and obligation set forth in the Agreement is substantial and important to the formation of the Agreement and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Agreement shall not be deemed a waiver of such provision or modification of the Agreement. A waiver of any breach of a provision of the Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Agreement.

A9.07. Applicable Law and Venue

This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any suit or action brought by any party concerning this Agreement, or arising out of this Agreement, must be brought in Miami-Dade County, Florida. Each party will bear its own attorney's fees except in actions arising out of Contractor's duties to indemnify the Town where Contractor must pay the Town's reasonable attorney's fees.

A9.08. Notices

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended and at the place last specified; and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

For Town of Miami Lakes:

For Contractor:

Edward Pidermann Town Manager 6601 Main Street Miami Lakes, Florida 33014 pidermanne@miamilakes-fl.gov

With a copy to:

Raul Gastesi Town Attorney At the same address as above rgastesi@gastesi.com

Nathalie Garcia Procurement Manager At the same address as above garcian@miamilakes-fl.gov Gil Neuman, CEO Kent Security Services, Inc. 14600 Biscayne Boulevard N. Miami Beach, FL 33181 gneuman@kentservices.com

A9.09. Interpretation

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction will be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement includes the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

A9.10. Joint Preparation

Preparation of this Agreement has been a joint effort of the Town and Contractor and the resulting document will not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

A9.11. Priority of Provisions

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement will prevail over any document incorporated by reference and be given effect.

A9.12. Compliance with Laws

Contractor must comply with all applicable laws, codes, ordinances, rules, regulations, and resolutions, and all applicable guidelines and standards in performing its duties, responsibilities, and obligations related to this Agreement. This includes the Contractor maintaining in good standing all required licenses, certificates, and permits as required to perform the Services.

A9.12-1. Non-Discrimination

Town warrants and represents that it does not and will not engage in discriminatory practices and that there must be no discrimination in connection with Contractor's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status, or national origin. Contractor further covenants that no otherwise qualified individual will, solely by reason of his/her race, color, sex, religion, age, handicap, marital status, or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

A9.12-2. ADA Compliance

Contractor must affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") in the course of providing any work, labor, or services funded by the Town, including Titles I & II of the ADA (regarding nondiscrimination on the basis of disability) and all applicable regulations, guidelines, and standards. Additionally, the Contractor must take affirmative steps to insure nondiscrimination in employment of disabled persons.

A9.13. No Partnership

Contractor is an independent contractor. This Agreement does not create a joint venture, partnership, or other business enterprise between the parties. The Contractor has no authority to bind the Town to any promise, debt, default, or undertaking of the Contractor.

A9.14. Discretion of Town Manager

Any matter not expressly provided for herein dealing with the Town or decisions of the Town will be within the exercise of the reasonable professional discretion of the Town Manager.

A9.15. Contingency Clause

Funding for this Agreement is contingent on the availability of funds and continued authorization for the services and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds, or change in regulations, upon thirty (30) days' notice. The Contractor shall be entitled to discontinue Services, which may include uncompleted hearings, without any recourse by the Town if the funding is not available to pay for Services not yet begun. In any event, the Town acknowledges that it will pay for Services performed that have been properly authorized by the Project Manager.

A9.16. Third-Party Beneficiary

Contractor and the Town agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third-party under this Agreement.

A9.17. No Estoppel

Neither the Town's review, approval, or acceptance of, or payment for Services performed under this Agreement will be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and the Contractor will be and remain liable to the Town in accordance with applicable laws for all damages to the Town caused by the Contractor's negligent performance of any of the Services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

A9.18. Force Majeure

The Town and Contractor will be excused from the performance of their respective obligations under the Contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of equipment, or service from a public utility needed for their performance, provided that:

- a. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- c. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- d. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Article for a period in excess of two (2) months, provided that in extenuating circumstances, the Town may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure.

The following circumstances shall not constitute Force Majeure:

- a. Economic hardship
- b. Inclement weather except as permitted by Florida law

A9.19. Town May Avail Itself of All Remedies

The Town may avail itself of each and every remedy stated in the Agreement or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

END OF SECTION

SECTION B. SPECIAL TERMS & CONDITIONS

B1. Background

In the Town, a Special Taxing District ("STD") is a mechanism used by communities, wherein property owners elect to pay special assessments levied on their properties in order to fund public services and/or improvements, which could not otherwise conveniently or equitably be provided. Currently, the Town has four special taxing districts organized for the purpose of providing security guard services at guardhouses located at the entrances to each district. The Town is soliciting proposals from qualified firms to provide professional, Level 1 & 2, unarmed security guard and roving patrol services to provide a visible safety and passive security program at various STD locations.

B2. Special Taxing District Locations

All STD locations listed below will require stationary security guard services, and some may require both stationary and roving patrol security guard services. Below is a list of the STD locations for the required Level 1 & 2, unarmed security guard services, including the number of guard houses and addresses for each location. All locations require twenty-four (24) hour coverage year-round.

Item	STD Name	# of Guardhouses	Address
1	Miami Lakes Section 1	1	8281 Balgowan Road, Miami Lakes, FL 33014
2	Miami Lakes Loch Lomond	1	15711 Turnberry Drive, Miami Lakes, FL 33014
3	Royal Oaks Section 1	2	8206 NW 162 nd Street & 8211 NW 168 th Street, Miami Lakes, FL 33014
4	Royal Oaks East	2	16111 NW 79 th Avenue & 8111 NW 167 th Terrace, Miami Lakes, FL 33014

Note: The Town may at any time make changes to existing service. The changes may include, but are not limited to, scheduling changes, and increases or decreases in the hours or type and level of services.

B3. Licensing

Contractor must maintain a Class "B", Security Agency, or Class "BB", Security Agency Branch Office, License issued by the State of Florida, Division of Licensing, at all times during the term of this Agreement. Failure to maintain said license in accordance with this Section shall be deemed a material breach of this Agreement and shall be suitable grounds for termination.

B4. Assignment & Movement of STD Locations

Notwithstanding the initial assignment of STD locations, the Town reserves the right to assign additional STD locations to Contractor during the term of this Agreement. Additional assignments shall be compensated at the rates provided for in Exhibit A, Fee Schedule.

B5. Term

This Contract shall be effective upon execution by both parties and shall continue for a term of three (3) years from the date of execution by the Town. The Town shall have the right, at its sole option, to renew the Agreement for two (2) additional one (1) year periods, or any portion thereof. In the event the Town exercises such right, all terms and conditions, and requirements of the Agreement shall remain the same as specified in the Agreement and apply during the renewal period(s).

B6. Requirements & Services to be Provided

B6.01. Requirements Prior to Notice-To-Proceed

No later than thirty (30) days after contract execution, the Contractor must meet the requirements stated herein prior to the issuance of a Notice-To-Proceed ("NTP") from the Town. The Town reserves the right to terminate the contract if these requirements are not met within thirty (30) days of contract execution. The Contractor must commence work upon issuance of the NTP by the Town.

The Contractor shall:

- 1. Have a stationary base office ("dispatch location"), located within Miami-Dade County, Broward County, Monroe County or Palm Beach County, with the required Business Entity Tax Receipt, and shall be owned and operated by the Contractor. The Town reserves the right to inspect the dispatch location at any time. This dispatch location will provide centralized dispatching service manned by experienced security personnel. A mobile transmitter/receiver, operated by field personnel, will not be considered sufficient to adequately provide such service. The Contractor's key personnel, who have the authority to take immediate action on behalf of the Contractor, shall be available for contact by local telephone call and 2-way radio at the dispatch location at all times;
- 2. Meet the Insurance requirements as specified in Section A7;
- 3. Provide all necessary permits, licenses and certificates for the Contractor, the Contractor's Project Manager, and Security personnel that will be assigned to the contract, verifying compliance with all applicable federal, state and municipal laws. The security guard personnel requirements are specified in Section B6.03. The Town reserves the right to interview, approve, and dismiss, if necessary, security personnel;
- 4. Have communication equipment that meets the requirements of Section B10.02(1);
- 5. Immediately after contract execution and prior to the issuance of the NTP, the Contractor shall conduct an STD and dispatch location on-site and in-depth review with the Town's Project Manager of the total contract requirements covering the following:
 - a. Policy and specific procedures for responding to an emergency;
 - b. Proposed security personnel eligibility documentation;
 - c. Proposed security personnel training procedures;
 - d. Communication system;
 - e. Inspection system and corrective action procedures; and
 - f. Post Orders

B6.02. General Requirements

The Contractor shall:

- 1. Furnish management, supervision, manpower, equipment, supplies, and any other equipment, labor, or services necessary to provide security services at each STD location for which Contractor is assigned under the contract;
- Provide continuous twenty-four-hour-a-day, 365 days per year, unarmed security guard services for the purpose of providing a visible safety and passive security program at each of the STD locations assigned;
- 3. Provide security guard service at each STD locations' guardhouse(s), as specified herein. Each guardhouse shall be provided with a two-way radio (transmitter-receiver) furnished by the Contractor. The service will consist of at least one unarmed security guard operating at the guardhouse, located at the entrance(s) to the community at the STD locations illustrated on the attached maps (See Exhibit B);
- 4. Issue to each security guard assigned to this contract, an approved identification badge. Said identification badge shall be worn at all times while on duty. The badge shall include a laminated employee photograph, employee number, physical description, employee title, and company name.
- 5. Issue uniforms to each security guard, which are the same for each class of employees (security guard and security supervisors). The style and color must be distinguishable from the uniform of any police agency within the Town. The cost of uniforms and other equipment, as further described in Section B10.02, shall be the responsibility of the Contractor;
- 6. If Contractor is directed to provide roving security guard services, the Contractor must provide a vehicle in a style and color that is distinguishable from any police vehicle agency within the Town and includes Proposer's tradename and logo. Costs for the vehicle and other associated equipment must be included within Proposer's bid price for the Hourly Billing Rate for Use of Licensed Motor Vehicle line item.
- 7. Display Post Orders at each security guardhouse;
- 8. Provide to each employee performing security guard services, sufficient training in basic security guard duties, as specified in Section B6.04. This training shall take place prior to the security guard commencing any services under this contract;
- 9. At the request of the Town, provide a security guard, designated as a full-time Site Supervisor, who shall inspect specified locations at least once per shift, seven days per week. Documentation of a sufficient number of personnel scheduled, so as to fulfill this requirement, shall be required. This function may be performed either in tandem or in lieu of the Town providing its own supervisor.
- 10. Provide the following documents, as specified in Section B6.03 below, for each security guard assigned to guard post, prior to the security guard start of work in the STD:
 - a. Urinalysis reports (by outside agency within preceding 60 days)
 - b. Medical examination reports (dated within preceding 60 days)
 - c. Training certification
 - d. Proof of minimum education requirements
 - e. Licenses
 - f. Results of background check to include Florida Department of Law Enforcement (FDLE) certification of no felony record (dated within the preceding 60 days)

g. Proof of citizenship or work permit or INS I-9 certification

B6.03. Security Guard Personnel Requirements

All levels of security guards shall meet certain minimum requirements or standards regarding background, education, experience, health, citizenship and security requirements, as established in this Section, to be eligible to perform the services requested herein. Security guards assigned by the Contractor to perform the requested services herein shall (1) be fully trained in the requirements of the service, (b) meet all contract requirements, and (3) be approved for duty by the Town prior to reporting for duty on their first assignment. Security guards shall be approved and trained in order to be an emergency relief guard for absent regular security guard personnel.

All levels of security guard personnel shall meet the following requirements:

- (1) Minimum Age: Security guards must be a minimum of 21 years of age.
- (2) <u>Driver's License</u>: Security guards must possess a valid State of Florida driver's license if assigned to roving patrol.
- (3) <u>Licensing/Certification Requirements:</u> Security guards must be licensed by the State of Florida with a valid Class "D" license from the Florida Department of State issued pursuant to Florida Statutes Chapter 493. All security guards shall maintain licensing requirements at all times while providing service to the Town. Any person directing the activities of the security guards shall also meet the licensing requirements per Florida Statute 493.6303 and possess a Class "MB" and a Class "M" license if applicable.
- (4) <u>Background Check:</u> All levels of security guards shall have a state and national criminal history background check, completed prior to providing service to the Town, and shall be certified by the Florida Department of Law Enforcement as having no felony conviction record. Misdemeanor convictions will be evaluated on a case-by-case basis, and may be grounds for disqualification, at the discretion of the Town. A security guard may not provide services to the Town if the guard has any of the following:
 - a. Any felony, sexual or domestic violence conviction;
 - b. Been discharged from the military under any conditions other than honorable; and/or
 - c. Any history of irresponsible behavior, including, but not limited to, a problem employment record, as determined by the Town's Project Manager or designee.
- (5) <u>Citizenship Status:</u> Any security guard providing services must be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card, Form 1-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers, or a completed I-9 Form.
- (6) English Language Literacy Requirements: Security guards must be fully literate (i.e. read and write) in the English language and be able to clearly speak English.
- (7) Medical Test and Health Requirements: Security guard shall successfully complete a medical examination to be conducted at the Proposer's expense, prior to duty assignment, or when required for reasonable cause by the Town. The results of the medical examination shall demonstrate the guard's ability to perform the services herein. At a minimum, the security guard must meet the following health requirements:

- a. Be in good general health, without physical defects or abnormalities that would interfere with the performance of duties;
- b. Be free from any communicable disease;
- Be free from the effects or presence of alcohol or drugs;
- d. Possess binocular vision, correctable to 20/20 (Snellen);
- e. Not be colorblind; and
- f. Be capable of hearing ordinary conversation at 20 feet and whispered conversation at 10 feet without the benefit of artificial hearing devices.
- (8) Educational Background and Experience: All security guards shall possess, at a minimum, a high school diploma or certified equivalency diploma (G.E.D.), and be able to document a work history or educational background that includes at least one of the following qualifications:
 - a. Level 1 Security Guard
 - i. Minimum of three (3) years' experience as a licensed security guard;
 - ii. Minimum of one (1) year of military experience;
 - iii. Civilian or Military law enforcement or Corrections accreditation;
 - iv. Four-year bachelor's degree from an accredited college or university and one (1) year of experience as a licensed security guard; and/or
 - v. Two-year associate degree from an accredited college or university and two (2) years' experience as a licensed security guard.
 - b. Level 2 Security Guard/Site Supervisor
 - i. Minimum of five (5) years' experience as a licensed security guard;
 - ii. Minimum of two (2) years' military experience;
 - iii. Civilian or Military law enforcement or Corrections accreditation;
 - iv. Four-year bachelor's degree from an accredited college or university and two(2) years' experience as a licensed security guard; and/or
 - v. Two-year associate degree from an accredited college or university and three (3) years' experience as a licensed security guard.

The Town may consider alternate qualifications in its sole discretion.

All required experience shall be from within the United States of America or its territories and fully and readily verifiable. Applicants with military service shall provide a copy of the DD-214L form and have received an honorable discharge from duty in order to be accepted. The Town's Project Manager or designee may consider and approve alternate forms of proof in his/her sole discretion.

B6.04. Training Requirements

The Contractor shall provide mandatory, on-site orientation training to all security guards as specified in the Post Orders, prior to duty assignment. The training shall consist of, but not be limited to, (1) general and specific orders of the STD location, (2) policy and specific procedures for responding to emergencies at the STD location, (3) procedures for access control and operation of the security system, (4) report writing, (5) safety and fire prevention, (6) police authority and jurisdiction, (7) identification, and (8) other security matters pertinent to the services requested herein.

Training shall be conducted by the Contractor's Site Supervisor and shall take place prior to a security guard commencing any services required herein. Prior to completion of training, security guards shall not be in an active duty status and may not be placed on duty at any STD location to which the security guard is being assigned. The measure of success for the training will be the effectiveness with which the security guard is able to perform post duties. The Town shall be the sole assessor of the effectiveness of the training.

The Town will reimburse Contractor for the training of security guards assigned to the STDs at the contracted hourly rate provided for in Exhibit A, Fee Schedule, for up to four (4) hours of work for each guard that is approved by the Town.

B7. Retention of Existing Guards

For certain STDs, the Town's residents may prefer to retain the guards currently assigned to the STD ("Existing Guard"). In such event, the Town, in its sole discretion, may direct Contractor to use all reasonable efforts to retain and hire Existing Guards operating in a specific STD. The Contractor shall in good faith offer those Existing Guards (other than managerial and supervisory employees) a right of first refusal of employment under this contract to positions for which the Existing Guards are qualified.

In the event Town directs Contractor to retain Existing Guards, the Contractor may issue a written request for the Town, in its sole discretion, to approve an increase in Contractor's contract price in proportion to the difference between the Contractor's pay rate for security guards under this contract, and the Existing Guards' pay rate under the predecessor contract. Any increases in contract price approved pursuant to this Section shall be effectuated by written change order and shall be effective only for those hours when the Existing Guard is on-shift. The Town may require Contractor to submit certified pay statements for specified guards to ensure compliance with this Section.

The Contractor shall determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Existing Guards hired by the Contractor shall be retained for a minimum of ninety (90) days, to provide for a transition period, during which the Contractor shall refrain from discharging Existing Guards without cause.

Should any Existing Guards that are retained pursuant to this Section leave the employment of the Contractor for any reason, Contractor must provide written notice to the Town of the Existing Guard's departure within two (2) business days.

B8. Security Guards Specific Tasks & Responsibilities

Depending on the needs of each STD location, the Town may require slight variations, as issued in the NTP, on the tasks and responsibilities outlined below. The following tasks and responsibilities shall be performed by security personnel employed by the Contractor to provide security guard services to the STDs.

B8.01. Site Supervisor

The Site Supervisor, if applicable, shall a) be assigned as a security guard at the STD location, with additional responsibilities at the site to include, but not be limited to, a) supervising security guards, providing on-site training and work direction to guards, b) remaining in instant communication with the Contractor's central dispatch location, c) observing the condition and performance of the other guards, the condition of the guard house, the guard house environment

and level of activity. Duties may also include the tasks and responsibilities listed below for Security Guard.

B8.02. Security Guard

The Security Guard shall:

- (1) Report to work on time and remain on assigned duties until relieved as required;
- (2) Maintain good personal and uniform appearance and be courteous to the public at all times. Uniforms shall be clean and pressed and include name tags (see Section B10.02(3));
- (3) Maintain order and use good judgment and discretion in handling unruly or trespassing public;
- (4) Maintain daily logs and write daily reports, and incident reports. Incident reports shall be on a preapproved Town form;
- (5) Operate a marked motor vehicle where required (if assigned to roving patrol);
- (6) Maintain a professional atmosphere within areas of assignment; and
- (7) Not read newspapers, magazines, religious materials or any other non-work related items while providing services to the Town. In addition, newspapers and magazines are prohibited from being anywhere on post. It is the responsibility of each security guard to ensure at the start of each shift that this policy is followed, (e.g., security guards need to be sure that there are no newspapers, unauthorized reading materials, televisions, cell phones, or any other unauthorized items in the area of the post) because security guards will be held responsible and liquidated damages will be assessed.

Note: The security guard personnel are not empowered to question, refuse entrance, or unnecessarily detain anyone who wishes to enter the STD. Any security guard that does so, shall be subject to immediate removal from active duty.

B9. Reporting Requirements

The Contractor shall comply with the following reporting requirements and procedures:

- (1) A brief statement of any unusual events shall be written in the post logbook, so the Town's Project Manager or designee can conduct further investigation, if needed. All bound logbooks become the property of the Town upon its replacement. Hence, logbooks shall be kept in a clean and presentable manner and replaced as necessary to maintain this condition. The Contractor shall maintain all logbooks. Upon expiration of the contract or earlier as required by Town's Project Manager or designee, the Contractor shall deliver all such logbooks to the Town, at a place to be determined by the Town Project Manager.
- (2) A copy of all reports and all major incidents shall be furnished to the Town Project Manager or designee on a weekly basis, or as requested by the Town Project Manager.
- (3) An incident report shall be completed whenever any unusual and/or criminal event occur. Such events include, but are not limited to, discharge of firearms, major criminal acts or any safety hazards. Security guards shall consult the Contractor's Site Supervisor when in doubt about any reports. If there are any injuries, 911 should be called immediately. The central dispatch location shall be notified immediately after calling 911.

- (4) Pertinent facts of daily events shall be written in the post logbook, however any incident that requires a report shall be verbally reported to the central dispatch location immediately after the incident occurs.
- (5) Contractor may, in lieu of physical logbooks, utilize tablet computers to keep digital logbooks. In such instance, digital logbooks shall be saved in a single file per day and STD location. The filename must include the date and the STD location for efficient identification purposes (Ex. Royal Oaks East Guardhouse 1 1.12.19.pdf). Such tablet computers will be borne at the sole cost of the Contractor, and digital logbooks must be delivered to the Town in accordance with subsection (1) above on a weekly basis, or as requested by the Town.

B10. Equipment, Materials, & Supplies

B10.01. Town Supplied Items

The Town will furnish, at no cost to the Contractor, the following materials and equipment, to be used only in connection with the services being provided to the Town:

- (1) Guardhouse with a light, and related keys, including written operation procedures and instructions. Restroom and drinking water facilities are located at the guardhouse site.
- (2) Telephone to be used for official business only. Personal use of the telephone by security guards is strictly forbidden, except in case of emergency. Unauthorized use will be subject to imposition of applicable penalties or fines by the Town.
- (3) Sample Forms: A sample of required forms and other documentation used in reporting procedures at specific locations will be provided or approved by the Town. Some forms or other documentation may be site specific, in which case the Town will specify the proper STD locations for use.
- (4) Desk Books which will contain complete duty instructions for manning the post (District Post Orders), plus any special emergency procedure instructions.

Note: Town issued property shall be used only for official business in the performance of the services requested herein. All property furnished by the Town shall remain the property of the Town. Upon termination of the contract, or at the request of the Town at any time, the Contractor shall render an accounting of all such property. All equipment issued by the Town to the Contractor will be issued on Receipt of Property or other similar issue documents. Any property furnished by the Town to fulfill contract requirements, which is lost or damaged resulting from improper use or negligence by the Contractor's employees, shall be subject to invoice deduction adjustments.

B10.02. Contractor Supplied Items

The Contractor shall furnish, install, operate, and maintain in acceptable condition the following:

(1) <u>Communication Equipment</u>: A two-way radio (transmitter-receiver), licensed for use by the FCC, is required for each guardhouse. This criterion and all other facets of the Contractor's radio communications system will be evaluated by Town radio technicians or other person(s) designated

- (2) <u>Special Equipment</u>: One working flashlight (two "D" cell size or larger) shall be available at the guardhouse. Contractor shall be responsible for maintain a supply of replacement batteries.
- (3) <u>Uniforms</u>: Each security guard shall wear a complete, clean, well-fitting uniform as is initially approved by the Town. Uniform shall include a shirt and cap. Uniforms, and the wearing of them, shall in general conform to standards and usage prescribed and in effect for security guards. All security guard personnel performing the services requested herein shall wear the same color and style of uniform. The Contractor shall supply a cold-weather jacket for each security guard required to perform duties while exposed to cold or wet weather conditions. All cold or wet weather clothing shall be identical in style and color for each guard.

An appropriately lettered breast badge and cap ornament indicating the Contractor's name shall be worn and prominently displayed as part of the uniform. Shoulder patches lettered to indicate the identity of the Contractor shall be worn on the left shoulder of the uniform. Items shall not be removed or substituted without permission of the Town, nor shall any non-regulation items such as sweaters, scarves, etc., be added.

During warm weather months, the Town may, at its discretion, permit work without a cap. Failure to obey uniform regulations will result in penalty deductions to the Contractor by the Town, and possible removal of the employee from duty at STD locations.

- (4) <u>Supplies</u>: The Town will provide samples of approved forms and documents to the Contractor with the issuance of the NTP. During the term of the contract, the Contractor will be responsible for all supplies required to perform the services requested herein, including, but not limited to, copies of approved forms and documents for use at the guardhouses, pens, clipboards, etc.
- (5) Security Guards, if assigned to roving patrol, shall be required to operate licensed and insured marked motor vehicles in order to conduct vehicular patrols of an area. Said vehicles shall be provided, and all expenses for their maintenance and operation shall be paid by the Contractor. Any security guard assigned to a post where he/she will be operating a motorized vehicle, shall have a valid driver's license. The Contractor shall comply with insurance requirements as specified in Section A7, and the insurance shall be sufficient to cover the use of vehicle.

B11. Work Practices, Standards, & Duties

The Contractor shall furnish at all times trained security guards to perform the services described herein. Each security guard shall adhere to standards of behavior that promote a favorable image.

B11.01. Standards of Conduct

The Contractor shall maintain satisfactory standards of employee competency, conduct, appearance and integrity, and shall take such disciplinary action with respect to its employees as may be necessary.

B11.02. Work Schedules

The criteria for establishing work schedules and the requirements for relief periods and for starting and stopping work are contained herein.

- (1) Posting Work Schedules: The working schedules for supervisors and guards shall be prepared and posted in the work area for continuous five-week periods. Changes to schedules shall be posted in the work area with sufficient time to ensure that employees affected by a change in duty hours are properly notified. Security guards are authorized to deviate from prescribed schedules only when unusual or emergency conditions exist. Such deviations and the reasons shall be recorded in the daily log.
- (2) <u>Relief:</u> The security guard shall not leave the post until properly relieved by duty personnel assigned to the following shift, if such shift is scheduled, or unless specifically authorized by the Town. The Contractor shall provide breaks as required by Federal and Florida State law. Security guards, who are on a break, shall remain at their assigned post unless relieved by a properly trained relief. Any violations may result in removal of the security guard, and/or may result in penalties (refer to Section B12).
- (3) <u>Starting & Stopping Work:</u> All security guards shall be in uniform and ready to begin work promptly at the start of their shift and shall remain on the job, and in full uniform, until the end of their full shift or until relieved.
- (4) <u>Limitations on Hours and Assignments:</u> No security guard shall provide more than twelve hours of service, including all break periods, within a twenty-four-hour period, unless the work periods are separated by an eight-hour non-duty period. This limitation may be waived by the Town in emergency situations that are beyond the control of the Contractor (e.g., weather conditions, civil disturbances, natural disasters, etc. preventing the next shift from getting to the post). Each occurrence will require an individual waiver provided by the Town Project Manager or designee.

B11.03. Recording Presence

Security guards shall sign in and sign out when reporting for duty and when leaving at the end of the work shifts. A "Record of Time of Arrival and Departure" form or similar form, provided by the Contractor, shall be used for this purpose. The Contractor's Site Supervisor shall sign and note time of arrival and departure in a contrasting color. All document time entries shall consist of the actual event time, not a scheduled time. Security guards shall notify dispatcher when using restroom facilities.

B11.04. STD Post Orders

The Post Orders define the basic work to be performed by security officers at the STD locations. STD Post Orders shall be prepared by the Contractor with Town input. Contractor must submit Post Orders for each STD to the Town Project Manager for review and approval prior to the commencement of services at an STD. Upon Town approval, Contractor shall post a copy of the Post Orders at each security guard location for the assigned STDs. Contractor must ensure that all security guards receive a copy of the site Post Orders and fully understand and comply with the procedures set forth therein. Security guards shall have access to the site Post Orders at all times while on duty. No deviations from the Post Orders shall be made, except for emergencies. The Town may, at random intervals, conduct inspections to ensure security guards comply with the site Post Orders, and any violations shall be penalized in accordance with Section B11. All Post Orders (initial or revised) must be approved by the Town. Changes to the Post Orders approved by the Town shall not require modification to the contract. Post Orders may include, but are not limited to, the following:

(1) STD location information (e.g., operating hours, chain of command);

- (2) STD location rules and regulations;
- (3) Operation of equipment;
- (4) Roving patrol routes, schedules, and duties;
- (5) Vehicular traffic control;
- (6) Access control procedures;
- (7) Emergency response procedures;
- (8) Security and fire control/alarm systems;
- (9) Hazardous conditions, inspection/reporting;
- (10) Response to emergencies, (e.g., fires, injury, or illness, etc.);
- (11)Safeguarding persons and property; and
- (12) Minimum number of hours for site orientation training.

B11.05. Reports, Records, & Desk Book

An "Officer's Desk Book" shall be maintained at the guardhouse and shall contain complete duty instructions for manning the post plus emergency procedure instructions. The Contractor's employees shall prepare required orders, instructions and reports, including reports of accidents, fires, unusual incidents and unlawful acts, and provide these reports to the Town.

B11.06. Emergency Assistance

In the event of an emergency or unusual occurrence, the security guard shall summon appropriate assistance, as may be required, such as the local fire and/or police departments, and immediately notify dispatcher.

B11.07. Lost & Found

The security guard personnel shall receive and safely store lost and found articles pending return to owner or for other appropriate disposal, as determined by the Town. Contractor shall notify the Town at the Town's next inspection visit of the status of any lost or found articles.

B11.08. Hazardous Conditions

The security guard personnel shall report daily, in accordance with procedures in the Officer's Desk Book, potentially hazardous conditions and items in need of repair.

B11.09. Removal from Duty

If the Town Project Manager determines a Contractor is disqualified or unfit for duty, the Town Project Manager will request that the Contractor immediately remove said security guard from duty. The Contractor must comply with all such requests.

- (1) <u>Disqualification</u>: A security guard may be disqualified for duty if any of the following are developed as facts pursuant to a suitability check: a) conviction of a felony, a violent crime or a serious misdemeanor, b) record of arrest for continuing offenses, or c) falsification of information submitted for suitability check.
- (2) <u>Unfit for Duty</u>: For clarification, a determination of unfitness may be made from, but not limited to, incidents involving the most immediate identifiable types of misconduct or delinquency as set forth below:
 - (a) Neglect of duty, including sleeping while on duty, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during official time, or refusing to render assistance or cooperate in upholding the integrity of the security program at the STD.

- (b) Falsification or unlawful concealment, removal, mutilation or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- (c) Disorderly conduct, use of abusive or offensive language intimidation by words or actions, or fighting. Also, participation in disruptive activities which interfere with the normal and efficient guardhouse operation.
- (d) Theft, vandalism, or any other criminal actions.
- (e) Selling, consuming or being under the influence of intoxicants, drugs or substances which produce similar effects.
- (f) Unethical or improper use of official authority or credentials.
- (g) Unauthorized use of communications equipment or Town property.
- (h) Violation of security procedures or regulations.
- (i) Recurring tardiness.
- (j) Failure to have display proper identification or produce applicable registration.
- (k) Use of Town telephones for purposes other than to report to supervisors or to report emergencies.

B11.10. Replacement Employees

The Contractor shall provide the training outlined in Section B6.04, to each replacement security guard prior to the security guard start of work at any STD location. All security guards shall be approved by the Town Project Manager or designee prior to assignment to STD.

B11.11. Waivers

When an unusual, short-term unavailability of regularly assigned security guards exists, the Town, in writing, and prior to the security guard's commencement of duty, may waive training requirements. The Contractor shall limit the use of any untrained or unqualified guards to a period not-to-exceed a cumulative total of 40 hours for that security guard.

B11.12. Weapons

No guard may carry a gun, night stick, stun gun, handcuffs or other weapons while performing services under this contract, whether roving or at the guardhouse. Guards are to avoid confrontation with suspicious individuals as much as possible and to alert the Town Police Department of possible criminal activity.

B12. Penalties & Deductions

The following penalties for nonperformance or unsatisfactory performance may be imposed by the Town against the Contractor.

B12.01. Major Incidents

Any major incidents, as determined by the Town Project Manager or designee, may result in a fine of \$100.00 per incident. Major incidents, may include but not limited to:

- (1) Failure to provide security guard coverage;
- (2) Security guard sleeping on duty;
- (3) Security guard working under the influence of drugs or alcohol;
- (4) Security guard participating in any collusion of criminal activity such as theft, vandalism, sale of drugs or alcohol;
- (5) Falsifying logbook entries or status reports;
- (6) Failure to provide a written report documenting an incident or accident;

- (7) Failure to properly train any security guard employee; and/or
- (8) Disorderly conduct, use of abusive or offensive language, intimidation by words or action, or fighting.

B12.02. Minor Incidents

Any minor incident, as determined by the Town Project Manager or designee, may result in a \$50.00 fine per incident. Minor incidents may include but not limited to:

- (1) Improper uniform or unsatisfactory appearance;
- (2) Failure to make prescribed communication checks;
- (3) Failure to provide specified inspections;
- (4) Failure to post company-supplied nameplate;
- (5) Failure to properly equip security officer;
- (6) Security guard conducting personal affairs while on duty.

Note: The deduction schedule will be applied separately for each documented violation. All compliance deductions will be applied by the Town against the Contractor's invoice.

B13. Violations

The Town Project Manager or designee may write violation reports. Any violations committed by the Contractor's personnel, will result in the suspension or removal from duty of said personnel at the discretion of the Town Project Manager or designee. Violations may include, but are not limited to:

- (1) <u>Personnel Violations</u>: These violations may include, but not limited to: tardiness, sleeping on duty, failure to follow post orders, abandoning post, failed to report for duty, inappropriate behavior, improper or badly soiled uniform, failure to make report, improper State licensure (e.g., not on person, expired), improper records, reports or logbook, vehicle irregularities, unauthorized visitors on post, not signing in or out in logbook, personal phone use, or health deficiencies.
- (2) Administrative Violations: These violations may include, but not limited to: improperly or insufficiently equipped, no radio or inoperative radio, no vehicle or inoperative vehicle, inadequate writing skills, inadequate training, lack of contract supervision, excessive hours on duty (not approved in advance by Town), violations of local, State, or Federal laws, Regulations, or Ordinances, criminal records check not complete or hired security guards with criminal records, difficulty in speaking or understanding English, and/or being understood by others, failure to have current post orders on site, or invoicing discrepancies/inaccuracies.
- (3) <u>Special Violations</u>: These violations may include, but not limited to: reassignment of any personnel previously suspended or removed from duty by the Town, failure to notify the Town of an arrest of personnel, improper internal employee fines or wage practices, false statements or falsification of any documents required by the Town.
- (4) <u>Repeated Violations</u>: Repeated violations of any type or a particularly serious violation at the same STD location may result in the removal of the Contractor from the STD by the Town. The STD may be assigned to another Contractor. Similarly, new or existing STDs may be assigned to a different Contractor, in the best interest of the Town, if there has been a demonstrated pattern of incompetence by the existing Contractor. See Section B4, Assignment and Movement of STD locations.

B14. Documentation

All records pertinent to administration and management of the Services shall be maintained at a local office and are subject to inspection by the Town at any time.

- (1) The Contractor shall maintain, at a minimum, the following documents at the central dispatch station:
 - a. Financial records: invoices, employee payroll and other associated backup documentation:
 - b. FCC License;
 - c. Logbooks;
 - d. Incident Reports; and
 - e. Employee Personnel File.
- (2) The Contractor shall maintain a copy of all disciplinary actions taken by the Contractor against its personnel, assigned to provide services to the Town, for all infractions committed hereunder. A copy of said violations shall be placed in the employees personnel file. The personnel files shall contain copies of, but not limited to, the following documents:
 - a. FDLE and national criminal background check which shall be updated on a yearly basis;
 - Medical examination, including drug test results, which shall be updated, on a yearly basis;
 - c. Training test results along with a copy of the test;
 - d. Proof of education and experience;
 - e. State Security Officer licenses "D", "G" and "DI" as applicable;
 - f. Employment application and verifications of prior employment;
 - g. Proof of certification for Law Enforcement experience;
 - h. A copy of DD-2 1 4 Long form for Military and Coast Guard experience;
 - A copy of a valid State of Florida Driver's license, with documentation of five-year driver's history; and
 - Proof of Citizenship, Resident Alien card or Work Permit.

Note: Failure to comply with any of these requirements constitutes a material breach of the contract and may result in non-performance penalties as specified in Section B12.

B15. Progress Meetings

The Town may hold mandatory meetings, at the discretion of the Town Project Manager or designee, for the purpose of discussing issues relevant to the performance and/or administration of the security guard services provided by the Contractor. The Town Project Manager or designee reserves the right to schedule meetings at any time during the contractual period by notifying Contractor, by phone or in writing. The Contractor's Account Manager or other appropriate person, as requested by the Town, shall be present at all meetings scheduled by the Town Project Manager or designee unless specifically waived by the Town Project Manager or designee. In emergency cases, advanced notice is not required.

B16. Additional Services

Additional Services includes those services that are not specifically provided for under the scope of this Agreement, however, are of such similar character that they can properly be performed

under the terms of this Agreement. A Work Order must be issued for any Additional Services performed under the Agreement. Work Orders may be issued based on cost per task, hourly rates, unit costs, or time and materials depending on the type of Work to be performed. The hourly rates contained in the Agreement shall be used for basis for determining the cost for any Additional Services. Where an hourly rate is not included in the Agreement, new hourly rates will be negotiated to the mutual satisfaction of both parties and added to the Agreement for any future Additional Service requests.

Upon identifying Additional Services to be performed on an as-needed basis, the Town Project Manager will notify the Contractor of the required Additional Services. This notification will include the following:

- A Work Order for Work to be performed based on pre-established pricing.
- A request for a Work Order Proposal for review by the Town Project Manager

B17. Compensation

For services rendered, the Town shall pay to Contractor the amounts identified in Exhibit A – Fee Schedule, as may be amended from time to time, which is incorporated into and made a part of this Agreement.

Within ten (10) business days after the anniversary of the contract execution date each year, the Contractor may request a price increase not to exceed the Bureau of Labor Statistics "All Items" category (CPI-U index for Miami-Dade County) within the last 12-month period. Failure to make a request within the above time frame shall be considered a waiver of the Contractor's ability to make such request. The Town will evaluate such requests to determine if an increase should be approved. Notwithstanding the above, in no event shall any such increase exceed three percent (3%) per request.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have ex	recuted this Agreement as of the 31st day of
in the year 2019 ("Execution	Date").
WITNESS/ATTEST	Kent Security Services, Inc.
Camille a. Flores	gar
Signature	Signature
Print Name, Title	Gil Neuman, CEO Print Name, Title of Authorized Officer or Official
The Halley Hale	Print Name, Title of Authorized Officer or Official
ATTEST:	(Corporate Seal)
Firm's Secretary	
(Affirm Firm's Seal, if available)	
ATTEST:	Town of Miami Lakes, a municipal corporation of the State of Florida
Gina Inguanzo, Town Clerk	Edward Pidermann, Town Manager
	APPROVED AS TO LEGAL FORM AND CORRECTNESS:
	Raul Gastesi, Town Attorney

EXHIBIT A – FEE SCHEDULE



RFP 2019-13 Price Proposal Security Guard Services for Special Taxing Districts Form PPR-1

The Proposer declares that it has fully reviewed the requirements of the RFP, and informed itself fully of the Scope of Work and all other conditions and circumstances pertaining to the work to be performed; and that this Proposal is submitted voluntarily and willingly.

The Proposer had determined based on its business and professional expertise that it can perform the wok in accordance with the requirements of the RFP and the Contract.

The Proposer agrees, if its Proposal is accepted, to timely execute a contract with the Town, pursuant to the terms and conditions of the RFP and the Agreement attached thereto, at the prices and rates listed below.

The prices stated below include all costs to complete the Services requested under the RFP and Contract.

Section A. Pricing for Security Guard Services for Special Taxing Districts

Proposer shall state its price for providing the required Services as stated in the RFP and in accordance with the Agreement terms and conditions.

ALL LOCATIONS		
Hourly Billing Rates		
Hourly Billing Rate per Security Guard (Level I)	\$ 15.50	
Hourly Billing Rate per Security Guard (Level II)	\$ 20.50	
Hourly Billing Rate per Security Guard Supervisor	\$ 20.50	
Hourly Billing Rate for Use of Licensed Motor Vehicle ("Roving Guard")	\$ 2.50	

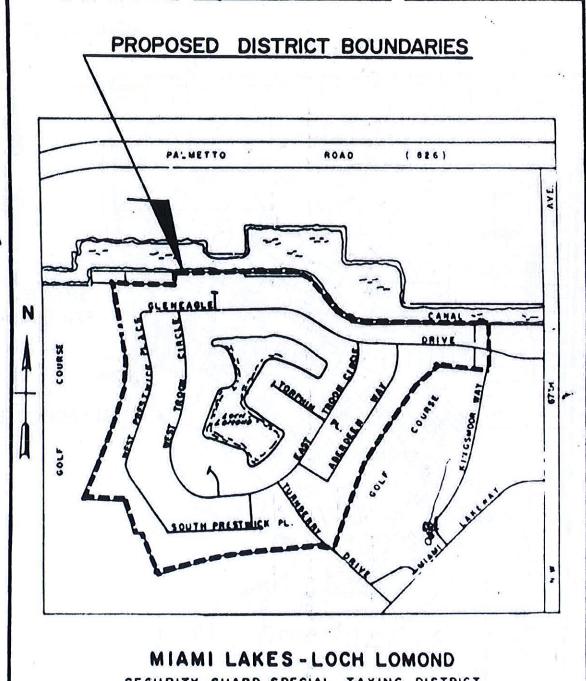
SIGNATURE PAGE FOLLOWS



By signing below Proposer certifies that the information contained in its Price Proposal includes all costs for the Project. The Town at its sole discretion may negotiation with the elements of the Fee with the Proposer.

Proposer's Name	
Ву:	03/27/2019
Signature of Authorized Officer	Date
Gil Neuman	CEO
Printed Name	Title

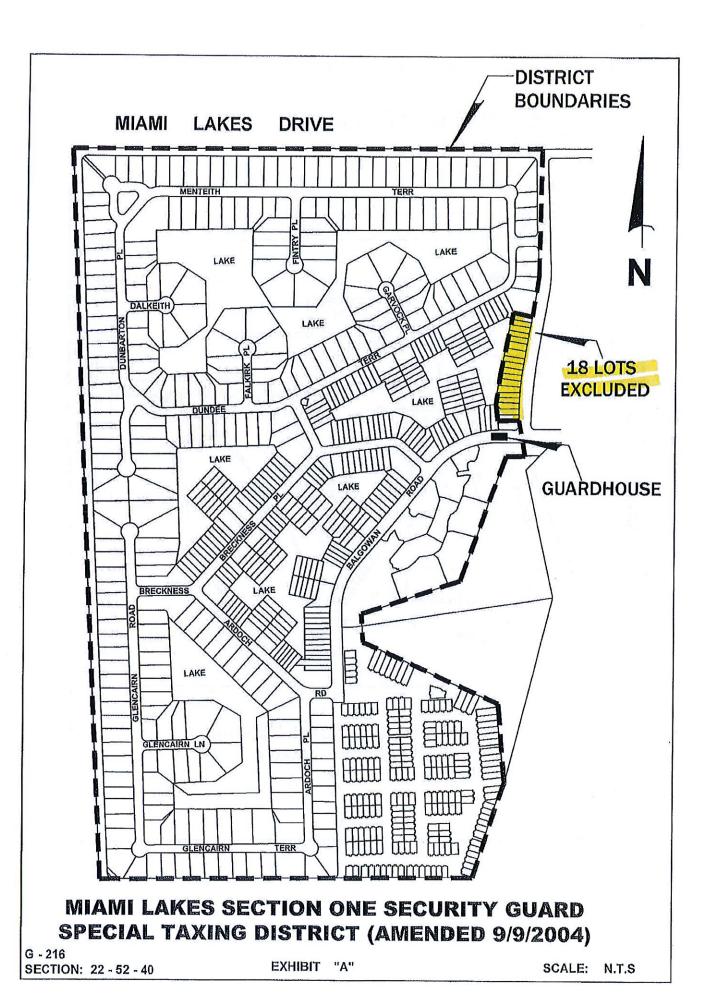
EXHIBIT B – MAPS OF SPECIAL TAXING DISTRICTS

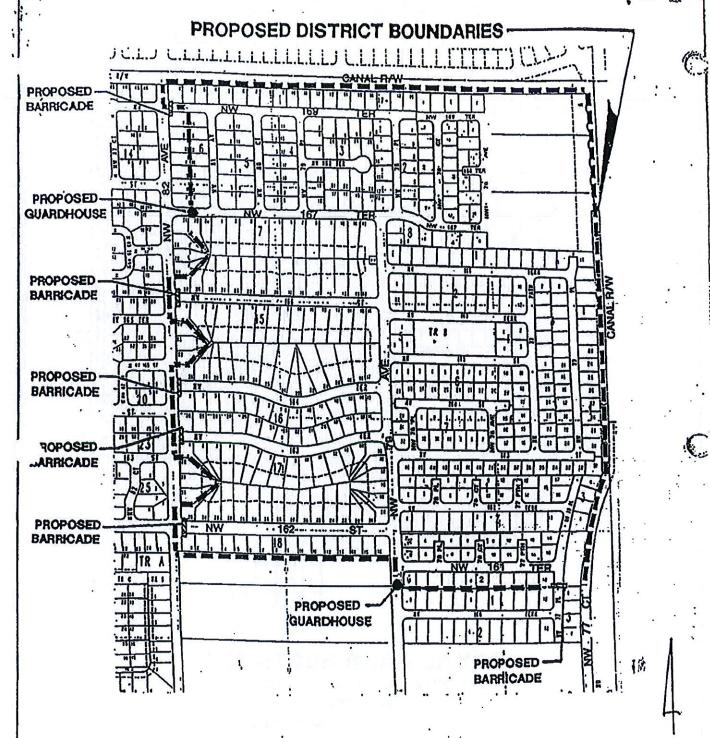


SECURITY GUARD SPECIAL TAXING DISTRICT

SECTION: 14-52-40

Exhibit "B"





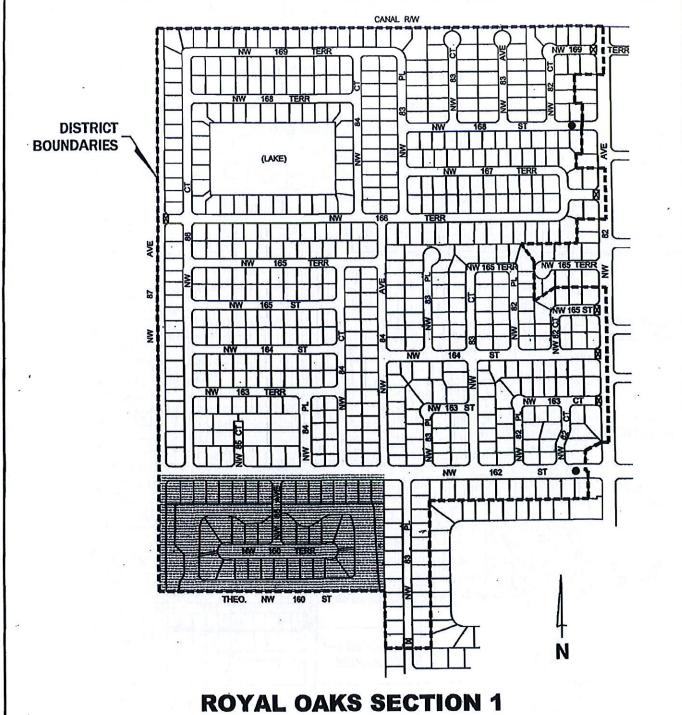
ROYAL OAKS EAST

SECURITY GUARD
SPECIAL TAXING DISTRICT

G-249 (COMM. 0012)

25

EXHIBIT "A"



SECURITY GUARD SPECIAL TAXING DISTRICT (EXPANSION)

EXPANSION AREA SHOWN SHADED

- GUARDHOUSE
- **⊠** BARRICADE

G-226 (COMM. 0013) SECTION: 15 - 52 - 40 (REVISED 1-11-08) EXHIBIT "A" **EXHIBIT C – CONTRACTOR'S PROPOSAL**



REQUEST FOR PROPOSAL SECURITY GUARD SERVICES FOR SPECIAL TAXING DISTRICTS

RFP NO. 2019-13



Kent Security Services Proposal to Serve: THE TOWN OF MIAMI LAKES

Submitted to:

Town Clerk

6601 Main Street, Miami Lakes, FL 33014

Submitted by:

Kent Security Services, Inc.

14600 Biscayne Boulevard

Miami, FL 33181

Date:

March 26, 2019



03/26/2019

Dear whom it may concern,

Thank you for the opportunity to showcase Kent Services and the many ways we can positively impact Town of Miami Lakes. Kent Services has delivered over 34 years of personnel and technology solutions to our clients. We have a proven ability to deal with any situation and pass any requirements. Our team has provided services to 4 NFL football games including the Superbowl. We have contracts with 19 special taxing district properties, armed guards in 32 primary learning centers entrusted to us by the School Board of Miami-Dade County.

Kent Services started and still is a family-owned and operated business. This is why we never cut corners. A 50,000-watt generator is connected to our main office, that can run our headquarters for over a week during any emergency. Our main office is located in Miami and has a 24/7 dispatch center. Dispatch absolutely will never be running by machines but by live people ready for any situation.

As an industry leader, we have nearly 2,000 of the best professional employees' nationwide. We understand that success is achieved by providing our customers with genuine service and unprecedented quality. Here at Kent Services we do everything with the foundation of our core values. Our value system is built around the foundation of service, which includes:

Sincerity, Efficiency, Respect, Value, Integrity, Courtesy, Enthusiasm

Included in this proposal is a brief synopsis of our corporate structure and capabilities. I am confident that Kent will be miles ahead of the competition in your decision making process. In the meantime, please do not hesitate to call me directly should you have any questions or require any additional information. Thank you for the opportunity to earn your business.

Sincerely,

Kent Services

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 - i. Drug-Free Workplace Certification
 - j. Corporate Resolution
 - k. Addendum Acknowledgment Form+ Addendum #1 and #2
- 8. Financial Stability of Proposer (In separate envelope marked "confidential")
 - a. Independent Accountant's Review Report
 - b. Letter from Insurance Company
 - c. Certificate of Liability Insurance



Company Profile and Declaration

Solicitation Name:	SECURITY GUARD SERVICES F	FOR SPECIAL TAXING DISTRICTS
Solicitation Numbe	_{.r.} 2019-13	
Submitted By:	Kent Security Services I	nc.
	(Respondent Firms' Legal Name)	
	(Respondent D/B/A Name, if used for thi	s Project)
	Mr. Gil Neuman. CEO	
	(Name and Title of Officer Signing the Su Tom Sol Bendjouia	bmittal for the Respondent)
	(Contact Name, if different from Officer) 14600 Biscayne Bouleva	ard
	(Street Address) N. Miami Beach, FL 331	81
	(City/State/Zip Code)	
	Tsol@kentservices.com	305-919-9400
	(Email Address)	(Phone Number)
	Declaration	
_{ı,} Gil Neuma	ın	hereby declare that I am the
11 11 11 11 11	Print Name	
ÇEO	_{of} Kent Sed	curity Services Inc.
Titl	е	Name of Company

the ("Respondent") submitting the Company Profile and Declaration, and that I am duly authorized to sign this Company Profile and Declaration on behalf of the above-named company; and that all information in this Company Profile and Declaration and other information and documents submitted in response to this RFP are, to the best of my knowledge, true, accurate, and complete as of the submission date.



The Respondent further certifies as follows:

- 1. This Company Profile and Declaration is submitted as part of the Respondent's submittal ("Submittal") in response to the above stated RFP issued by the Town of Miami Lakes;
- Respondent has carefully examined all the documents contained in the RFP and understands all
 instructions, requirements, specifications, terms and conditions, and hereby offers and proposes
 to furnish the products and/or services described herein at the prices, fees and/or rates quoted
 in the Respondent's Submittal, and in accordance with the requirements, specifications, terms
 and conditions, and any other requirements of the RFP Documents;
- 3. This Submittal is a valid and irrevocable offer that will not be revoked and shall remain open for the Town's acceptance for a minimum of 120 days from the date Submittals are due to the Town, to allow for evaluation, selection, negotiation, and any unforeseen delays, and Respondent acknowledges that if its Submittal is accepted, Respondent is bound by all statements, representations, warranties, and guarantees made in its Submittal, including but not limited to, representation to price, fees, and/or rates, performance and financial terms;
- Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this RFP;
- 5. Respondent certifies that it meets the minimum qualification requirements set forth in the RFP.
- Respondent is in full compliance with all applicable Federal, State, and local lows, rules, regulations and ordinances governing its business practices;
- 7. All statements, information and representations prepared and submitted in response to the RFP are current, complete, true, and accurate. Respondent acknowledges that the Town will rely on such statements, information, and representations in selecting a Respondent, and hereby grants the Town permission to contact any persons identify in this RFP to independently verify the information provided in the Submittal;
- Submission of a Submittal indicates the Respondent's acceptance of the evaluation criteria and technique and the Respondent's recognition that some subjective judgments may be made by the Town as part of the evaluation process;
- No attempt has or will be made by the Respondent to induce any other person or firm to not submit a response to this RFP;
- No personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Respondent's Submittal;
- 11. Respondent has had no contact with Town personnel regarding the RFP, the Project or evaluation of Submittals in response to this RFP. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved;
- 12. The pricing, rates or fees proposed by the Respondent have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Respondent or competitor; and unless otherwise required by law,



the prices quoted have not been disclosed by the Respondent prior to submission of the Submittal, either directly or indirectly, to any other Respondent or competitor;

- 13. Respondent has reviewed a copy of the Contract, included as an Exhibit to the RFP; and
- 14. Respondent is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities, or if so, Respondent has provided a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

This declaration was executed in N. Mian	mi Beach County, State of _	=L
2019		
Signature	1 Table 1 Table 1	
Gil Neuman		
Print Name		
Subscribed and sworn to before me this 2		₂₀ 19
Signature		
Camille A. Flores		

(Notary Seal/Stamp)



Company Qualification Questionnaire

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some Information may not be applicable, in such instances insert "N/A".

1.	How many years has your company been in business under its current name	and ownership?	
	37		
	a. Professional Licenses/Certifications (include name and license #)*	Issuance Date	
	B-0001317 Security Agency License	9/3/2016	
	A-23300309 Private Investigative Agency	2/19/2019	
	DS-1300024 Certified Training Center	8/29/2017	
	Women Business Certification (Minority Owned Company) 1/24/2018		
2.	(*include active certifications of small or disadvantage business & name of certifying entity) Type of Company: ☐ Individual ☐ Partnership ☑ Corporation ☐ LLC ☐ If other, please describe the type of company:	Other	
	a. FEIN/EIN Number: 59-2234701		
	b. Dept. of Business Professional Regulation Category (DBPR):		
	i. Date Licensed by DBPR:		
	ii. License Number:		
	c. Date registered to conduct business in the State of Florida:		
	i. Date filed: 11/11/82		
	ii. Document Number:		
	d. Primary Office Location: 14600 Biscayne Boulevard, N. Miami E	Beach, FL 33181	
	e. What is your primary business? Security Services (This answer should be specific)		



f. Name of Qualifier, license number, and relationship to company:

	ifiers during the past five (5) year	
h. Name and Licenses of ar	ny prior companies	
Name of Company	License Name & No.	Issuance Date
		. (0)
Company Ownership		
a. Identify all owners or pa	rtners of the company:	
	rtners of the company:	% of ownership
a. Identify all owners or pa	Title	% of ownership 49%
a. Identify all owners or pa	Title	
a. Identify all owners or pa Name Shlomy Alexander	Title Owners	49%
a. Identify all owners or pa Name Shlomy Alexander Orly Alexander	Title Owners	49% 51%



c. Identify all individuals authorized to sign for the company, indicating the level of their authority (use additional pages/attachments if necessary)

	Name Title		Signatory Authority (All, Cost Up to \$Amount, No-Cost, Other)
	Gil Neuman	CEO	All
	Orly Alexander	CFO	All
		42 7.	
	Explanation for Other:		100 mm
4.	Employee Information		
	a. Total No. of Employee	es:	1500
	b. Total No. of Manager	ial/Admin. Employees:	65
		rsonnel and total numb	
	N/A	9 1.79mil.	_ UASTER TOTAL
	10.1		lest on the state of the
5.	Employer Modification Rating	:	
6.	Insurance & Bond Information		
100000			
	a. Insurance Carrier nan		W 149th AVE. Suite 100 Miramar, FL 33027



Alina Larraz, (954) 883-2985, alarraz@thflorida.com

	c. Insurance Experience Modification Rating (EMR): 1.79
	(II TIO EVIN TACING PLEASE EXPLAIN WHY)
	d. Number of Insurance Claims paid out in last 5 years & value: 21, \$151,959.91
7.	Have any lawsuits been file against your company in the past 5 years? ☑ Yes ☑ No
	If yes, in a separate attachment, identify each lawsuit and its current disposition. For each lawsuit provide its case number, venue, the year the suit was filed, the basis for the claim or judgment, its current disposition and, if applicable, the settlement unless the value of the settlement is covered by a written confidentiality agreement.
8.	To the best of your knowledge, is your company or any officers of your company currently under investigation by any law enforcement agency or public entity.
	If yes, in a separate attachment, provide details including the identity of the officer and the nature of the investigation.
9,	Have any Key Staff or Principals (including stockholders with over 10% ownership) of the company been convicted by a Federal, State, County or Municipal Court of or do any Key Staff or Principals have any pending violations of law, other than traffic violations? Yes
	If yes, in a separate attachment, provide an explanation of any convictions or pending action including the name of the Key Staff member or Principal involved and the nature of the offense.
10.	Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years?
	If yes, in a separate attachment provide an explanation including the name of the project, the circumstances of default or assessed damages, and the ultimate disposition of the issue.
l1.	Has the Proposer or any of its principals failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Yes No
	If yes, in a separate attachment provide an explanation including the year, the name of the awarding agency, and the circumstances leading to default.
l2.	Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?
	If yes, in a separate attachment provide the date, court jurisdiction, action taken, and any other explanation deemed necessary.

Page 4 of 5



requirements of the RFP, related to the	perience, not covered by any of the stated submittal Services to be performed under the Contract that
Proposer believes is unique to its organizat	ion and would benefit the Town.
Market 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
,	
-////	
By signing below, Proposer certifies that the inforthe best of Proposer's knowledge.	mation contained herein is complete and accurate to
By:	3/21/2019
Signature of Authorized Officer	Date
Gil Neuman	
Printed Name	

2.b. KSS Lawsuits List:

Lawsuit	Year	Venue	Case #	Description	Status
Consuelo Giraldo vs. The Four Ambassadors and Kent Security Services, Inc.	2016	Miami- Dade	2016- 029565 CA-01	Slip and Fall	Open
Yverose Francois vs. Kent Security Services, Inc.	2017	Miami- Dade	2017- 018644 CA-01	EEOC dismissed the claim filed by Francois. Francois decided to file lawsuit. Case did not go to trial	Settled
Robert Pore vs. Kent Security Services, Inc.	2017	Miami- Dade	2017-19090 CA-21	EEOC dismissed the claim filed by Pore. Pore decided to file lawsuit. Case did not go to trial	Settled
Marie Dieula Deriza vs. Kent Security Services, Inc.	2017	Miami- Dade	2017- 028043 CA-01	Wage Claim. Case did not go to trial	Settled

3.a. Kent Security History & Structure

Formed in 1982, Kent Services continues to proudly offer the industry's most formidable, functional and flexible security solutions. Today, our capabilities extend to other vital business areas. We offer the most attentive and professional security service programs, as well as a full complement of technological solutions.

Founded in South Florida and still headquartered here, today Kent Services has a national presence with offices that offer in-market expertise throughout North America.

What sets Kent Services apart is our unique ability to attract the best talent, provide them with the



best tools and training and integrate advanced technology and online portals to track, monitor and report on our guards' performance. Our extensive expertise has led us to develop some of the most advanced best practices in the industry.

Kent's primary differentiators are our ability to integrate technology into the day-to-day functions of our security team, thereby enhancing their level of service provision and reducing costs over time to the Town of Miami Lakes.

Our team has provided services to 4 NFL football games including the Superbowl. We have contracts with 19 special taxing district properties, armed guards in 32 primary learning centers, the school board and the police in Miami-Dade County.

As a family-owned operation, we do not answer to shareholders. We answer to our clients and should we be fortunate enough to count the Town of Miami Lakes amongst them, we guarantee high-performance and measurable solutions.

With an extensive history of providing contracted services since 1982, Kent has regional offices throughout the States, including our corporate headquarters in North Miami, FL, which will service this account for the Town of Miami Lakes. Our workforce includes close to 2,000 people nationally, of which a majority are employed in the tri-county area.

With a Kent Academy[™] located in each office, each new hire for the Town of Miami Lakes is assured to get the most comprehensive training conducted by a licensed industry-leading expert with a military or law enforcement background. Kent's "Principles of Outstanding Service" training curriculum is based on five-star hospitality customer service values, coupled with elite security guidance.

The job of every Kent officer is to provide a uniformed presence, as well as serve as a Town of Miami Lakes brand ambassador.

Kent Services' portfolio consists of armed and unarmed security officers, roving patrol, dispatchers, access control and traffic enforcement, as well as front desk and concierge services - to name a few.

Kent is unique in that we are comprised of a seasoned, accessible management team that abides by corporate policies designed to deliver a distinctive security experience. This includes providing innovative security systems and advanced technology that meets the unique needs of a complex contract such as the Town of Miami Lakes.

Our team is equipped to provide the Town of Miami Lakes with the services required due to our similar experience with contracts of this size and magnitude, scope and complexity.

Every Kent solution is built by highly trained personnel and integrated with the most cuttingedge technology. Our preferred, and often exclusive relationships with the industry's top technology manufacturers ensure maximum results while minimizing costs.

Our range of security services includes, but is not limited to:

- Armed and Unarmed Officers
- Service Ambassadors
- Concierge and Front Desk Services
- Dispatch Personnel
- Cashier Services & Parking Personnel
- Roving Patrols
- Emergency Response Teams
- Traffic Enforcement and Traffic Flow
- Security Assessments and Evaluations
- Hurricane Preparedness and Response
- Kent Certified TM Technicians and Technology Integrators



3.b. Kent Security List of Principles

Gil Neuman: Chief Executive Officer

O Chief Executive Officer, Gil Neuman is the heart and soul of Kent Security. He has been with the company since its earliest days and has proudly held just about every position imaginable. He's been a valet. He's served as a security officer. He was a patrol supervisor. He has held the title of Account Manager and numerous others on his way to being our CEO. Rest assured, nobody knows this company or understands our clients' needs better than Gil Neuman.

Orly Alexander: Chief Financial Officer

Chief Financial Officer, Orly Alexander is the CFO and co-founder of Kent Security. In 1982, after emigrating from Israel with practically no money but with a wealth of drive, determination and ambition, Orly and her husband, Shlomy, started Kent Security around their kitchen table. She started her career in the US as a Hebrew teacher and later became a Hebrew School principal. Orly juggled the demands of her full-time job, being a mother to her young children and assisting in the day-to-day operations of Kent. In the late 80s, as Kent began to surge in growth and build upon its success, Orly turned her attention solely to Kent. She holds a Bachelor of Arts degree from the University of Miami. She is the proud mother of four young men, who are each entrepreneurs in their own right and she is also extremely active as a philanthropist for a variety of causes, from cancer research to the Israeli Film Festival and Title 1 Public Schools throughout South Florida.

• Jerry Tollefsen: Vice-President of government affairs

O Vice-President of government affairs, Jerry Tollefson served in the 173rd Airborne Brigade in Vietnam from 1965-1966 before joining the 7th Special Forces in 1967. Following his discharge, he joined the Miami Beach Police Department in 1973 and rose through the ranks before retiring as a Major of Police in charge of the Patrol Division. Today, Mr. Tollefsen uses his extensive experience and expertise in his role as Vice-President of Kent Security Services Government Division. He is responsible for the Miami-Dade School Board, Miami-Dade County Special Taxing District, Cities of Miami and Bal Harbour. Included in his responsibilities is ensuring the security of the City of Miami, which spans 23 separate locations and employs nearly 100 officers. Mr. Tollefsen is a member of the Dade County and Florida Associations of the Chiefs of Police.

• Nelson Barbosa: Director of quality, training and compliance

O Director of quality, training and compliance, Nelson Barbosa was born in Havana, holds a Bachelor of Arts in Business Administration and Management and a minor in Business Law from Chicago Northeastern Illinois University (NEIU). At NEIU, he also fulfilled all teaching requirements and taught as a certified teacher for the Chicago Board of Education and City-Wide Colleges until being hired by the Drug Enforcement Administration (DEA) in 1986. During his tenure with DEA, he served as a Diversion Investigator (DI) responsible for the investigation of legitimate drug matters. In 1990, he became a Special Agent of the Federal Bureau of Investigation (FBI) where he retired in 2013 after 24 years of service.

• Liz Matris: Director of Human Resources

O Director of Human Resources, Liz Martis is an accomplished HR professional with over 15 years of experience with large, mid-sized, and small companies providing strategic leadership to senior leaders in a variety of industries including banking, technology, pharmaceutical, logistics and non-for-profit. She has extensive experience working with Human Resources Information Systems (HRIS), developing HR processes and policies, HR metrics, talent acquisition and management, employee relations, performance management, benefits administration, career development, training, payroll, compliance and employment law.

Joseph Zubrenic: OM Coordinator

Operations Manager Coordinator, Joseph Zubrenic served 14 years as operations manager for large security provider with over 80 clients with such accounts as government, residential, industrial and commercial overseeing officer performance and training while maintaining close client relations and abiding by contractual agreements.

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

ADAM H. PUTNAM COMMISSIONER

COMMISSIONER
DIVISION OF LICENSING

DIVISION

08/06/19 DATE OF EXPIRATION

DS1300024 LICENSE NUMBER

KENT SECURITY SERVICES INC.

14600 BISCAYNE BLVD NORTH MIAMI, FL 33181 THE SECURITY OFFICER SCHOOL OR TRAINING FACILITY NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF CHAPTER 493, FLORIDA STATUTES.



Dan Hoffman

COMMISSIONER

Woman Business Certification

Kent Security Services

Is certified under the provisions of 287 and 295.187, Florida Statutes, for a period from:

01/24/2018

to 01/24/2020

Erin Rock, Secretary Florida Department of Management Services office of supplier

Office of Supplier Diversity • 4050 Esplanade Way, Suite 380 • Tallahassee, FL 32399 • 850-487-0915 • www.drs.myflorida.com/osd

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

NICOLE "NIKKI" FRIED

COMMISSIONER
DIVISION OF LICENSING

02/19/19 DATE ISSUED

12/22/21 DATE OF EXPIRATION

A 2300309 LICENSE NUMBER

KENT SECURITY SERVICES, INC

14600 BISCAYNE BLVD.

NORTH MIAMI, FL 33181

ALEXANDER, SHLOMO C., PRESIDENT ALEXANDER, ORLY, VICE PRESIDENT NEUMAN, GIL, OTHER THE PRIVATE INVESTIGATIVE AGENCY NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF CHAPTER 493, FLORIDA STATUTES.



DICUL Gried NICOLE "NICOLE "NICOLE "NIKKI" FRIED

COMMISSIONER

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

ADAM H. PUTNAM COMMISSIONER

DIVISION OF LICENSING

B 0001317 LICENSE NUMBER

09/30/16 DATE ISSUED

11/16/19 DATE OF EXPIRATION

INC

SECURITY SERVICES,

KENT

DBA KENT SECURITY

14600 BISCAYNE BLVD.

NORTH MIAMI, FL 33181

ALEXANDER, SHLOMO C., PRESIDENT ALEXANDER, ORLY, VICE PRESIDENT NEUMAN, GIL, OTHER

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



ADAM H. PUTNAM

COMMISSIONER



Experience of Proposer Questionnaire

On the following pages, the Proposer shall provide the information indicated for three (3), but no more than five (5) separate and verifiable references within the last five (5) years to meet the minimum requirements of the RFP. The same reference may not be listed for more than one (1) organization and confidential references shall not be included.

References that are listed as subcontractors in the response will not be accepted as references under this solicitation. Entities having an affiliation with the Proposer (i.e. currently parent, subsidiary having common ownership, having common directors, officers or agents or sharing profits or liabilities) will not be accepted as references under this solicitation.

The Procurement Department will attempt to contact the references provided by the Proposer to complete the Evaluation Questionnaire for references. The total number of references contacted to complete an Evaluation Questionnaire for Past Performance for any response will be at least three (3), but no more than five (5). References should be available for contact during normal business hours, 9:00 AM – 5:00 PM, Eastern Time. The Department will attempt to contact each reference by telephone no less than two times. References will be given seven (7) business days to confirm Proposer's performance in order to be considered a "verified reference." In the event the contact person indicated cannot be reached following four attempts or is unwilling to provide the requested information, the reference will be considered "unverified" for purposes of this RFP. It is the Proposer's responsibility to provide complete and accurate information for each reference, the Procurement Department will not correct incorrectly supplied information. No claim of lack of information or error will relieve Proposer of this responsibility.

Procurement reserves the right to contact references other than those identified by the Proposer to obtain additional information regarding past performance. Any information obtained as a result of such contact may be used to determine whether or not the Proposer is a "responsible vendor", as defined in section 287.012(25), Florida Statutes, as may be amended from time to time.



Vendor Reference Form

Reference #1 (required)					
Proposer's Name: Kent Security Services Inc.					
Reference's Name: Deputy Chief Ron Papier					
Address: 400 NW 2nd Ave, Miami, FL 33128					
Name of Project: Miami Police Department					
Contact Person (Name/Title): Deputy Chief Ron Papier					
Contact Telephone #: 305-603-6130 Contact E-Mail Address: ronald.papier@miami-police.org					
Location of Services: 400 NW 2nd Ave, Miami, FL 33128					
Initial Contract Value: § 2.2 M Final Contract Value: § 2.2 M					
Is the Contract still active?: ■ Yes □ No Number of Change Orders: 0					
Start Date: 4/2007 Completion Date: present					
Brief description of the scope of work performed for this reference:					
Provide unarmed security guard service to					
facilities throughout the City of Miami ,					
which includes police headquarters the main administrative					
buildings of City of Miami, City Hall and all three city marinas					
FOR OFFICIAL USE ONLY					
□ Attempt 1 □ □					
Time and Date Message Left Verified					
☐ Attempt 2 ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐					
□ Attempt 3 □ □					
Time and Date Message Left Verified					



Vendor Reference Form

Reference #2 (required)			
Proposer's Name: Ker	nt Security Services Inc.		
Reference's Name: To	m Holmberg	grant of the second	
	Flagler St, Miami, FL 331	44	
Name of Project: Foo			
Contact Person (Name/	Tom Holmberg, Direc	tor	oda P
	786-275-0464 Contact E-Mail A		ools.net
	042 W Flagler St, Miami,		<u> 180 - 11 - 1</u> 1 - 13
Initial Contract Value: \$_	3.7 M Final Contract Val	_{ue: \$} 3.7 M	
	re?: 📕 Yes 🔲 No Number of Chang	e Orders: 0	
is the Contract still activ		•	
		Present	
Start Date: 5/2013 Brief description of the s		e :	
Start Date: 5/2013 Brief description of the s	Completion Date:	e :	
Start Date: 5/2013 Brief description of the s	Completion Date:	e :	
Start Date: 5/2013 Brief description of the s	Completion Date:	e: cess control	
Start Date: 5/2013 Brief description of the s	Completion Date: scope of work performed for this reference ned security patrol and acc	e: cess control	
Brief description of the s Provide unarm	Completion Date: scope of work performed for this reference ned security patrol and acc	e: cess control	Uerified
Brief description of the s Provide unarm	Completion Date: scope of work performed for this reference ned security patrol and according to the security patrol according to the secu	e: cess control	Verified



Vendor Reference Form

Reference #3 (required)					
Proposer's Name: Kent Security Services Inc.					
Reference's Name: Marc Hurwitz					
Address: 2051 NE 208th St, Miami, FL 33179					
Name of Project: President of Highland Lakes HOA					
Contact Person (Name/Title):					
Contact Telephone #: 305-929-3513 Contact E-Mail Address: marc@xinvestigations.com					
Location of Services: 2051 NE 208th S	St, Miami, FL 33179				
Initial Contract Value: \$600,000 Final Contract Value: \$600,000					
Is the Contract still active?: Yes					
Start Date: 11/2015 Completion Date: Present					
Brief description of the scope of work performed for this reference:					
Provide unarmed gatehouse services					
FOR OFFICIAL USE ONLY					
☐ Attempt 1		0			
Time and Date	e Message Left	Verified			
☐ Attempt 2 Time and Date	■ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □	□ Verified			
☐ Attempt 3 Time and Date		□ Verified			

Florida Department of State

DIVISION OF CORPORATIONS



Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Profit Corporation

KENT SECURITY SERVICES, INC.

Filing Information

Document Number

G08446

FEI/EIN Number

59-2234701

Date Filed

11/11/1982

State

FL

Status

ACTIVE

Last Event

REINSTATEMENT

Event Date Filed

11/23/1998

Principal Address

14600 BISCAYNE BLVD. N MIAMI BEACH, FL 33181

Changed: 02/02/2009

Mailing Address

14600 BISCAYNE BLVD. N MIAMI BEACH, FL 33181

Changed: 02/02/2009

Registered Agent Name & Address

ALEXANDER, ORLY 14600 BISCAYNE BLVD.

NORTH MIAMI BEACH, FL 33181

Name Changed: 09/15/2008

Address Changed: 06/21/2010

Officer/Director Detail

Name & Address

Title Secretary/Treasurer

Alexander, Orly

14600 BISCAYNE BLVD MIAMI, FL 33181

Title President

NEUMAN, GIL 14600 BISCAYNE BLVD MIAMI, FL 33181

Title Chairman

ALEXANDER, SHLOMO C 14600 BISCAYNE BLVD MIAMI, FL 33181

Annual Reports

Report Year	Filed Date		
2017	02/21/2017		
2018	02/22/2018		
2019	01/24/2019		

Document Images

01/24/2019 ANNUAL REPORT	View image in PDF format
02/22/2018 ANNUAL REPORT	View image in PDF format
02/21/2017 ANNUAL REPORT	View image in PDF format
02/23/2016 ANNUAL REPORT	View image in PDF format
02/26/2015 ANNUAL REPORT	View image in PDF format
03/26/2014 ANNUAL REPORT	View image in PDF format
03/26/2013 ANNUAL REPORT	View image in PDF format
01/30/2012 ANNUAL REPORT	View image in PDF format
01/31/2011 ANNUAL REPORT	View image in PDF format
06/21/2010 Reg. Agent Change	View image in PDF format
02/02/2010 ANNUAL REPORT	View image in PDF format
02/02/2009 ANNUAL REPORT	View image in PDF format
09/15/2008 Reg. Agent Change	View image in PDF format
03/18/2008 ANNUAL REPORT	View image in PDF format
11/09/2007 Reg. Agent Change	View image in PDF format
02/12/2007 ANNUAL REPORT	View image in PDF format
04/03/2006 ANNUAL REPORT	View ımage in PDF format
05/13/2005 ANNUAL REPORT	View image in PDF format
05/26/2004 ANNUAL REPORT	View image in PDF format
04/30/2003 ANNUAL REPORT	View image in PDF format
03/14/2002 ANNUAL REPORT	View image in PDF format
05/03/2001 ANNUAL REPORT	View image in PDF format
02/16/2000 ANNUAL REPORT	View image in PDF format
04/20/1999 ANNUAL REPORT	View image in PDF format
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11/23/1998 REINSTATEMENT	View image in PDF format
05/09/1997 ANNUAL REPORT	View image in PDF format
04/30/1996 ANNUAL REPORT	View image in PDF format
05/01/1995 ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

4.a. Kent Security Key Personnel & Support Staff

GIL NEUMAN Chief Executive Officer



Education/Training:

B.S. Electrical Engineering, Florida Atlantic University

Prior Related Experience:

Over 20 years experience leading Kent Security Services From its humble beginnings as a business plan sketched out on a cocktail napkin, Kent Security today employs close to 2,000 officers who provide tens of thousands of hours per week of security services. Mr. Neuman has been at the helm of this family-owned business for over 20 years and leads Kent Security with diligence and pride.

Mr. Neuman's early interest in technology provided him with the insight to steer Kent's future towards advanced technology in the early 1990s. Since then, Mr. Neuman's implementation of cutting-edge business and security strategies have made Kent Security one of the most established and largest locally owned security firms in Florida.

He is also credited with being the driving force that positioned the company as a unique provider of security services to commercial properties, residential community associations, educational facilities, governmental agencies and high-profile, special events.

Mr. Neuman is a firm believer in the importance of solid family values and these beliefs carry over into his professional life. Despite Kent Security's vast employee pool, each can expect a personal phone call from Mr. Neuman wishing them a happy birthday, congratulating them on reaching a milestone as a Kent associate, or just to extend a simple thank you for a job especially well done.

Community involvement is also of paramount importance. Mr. Neuman generously donates to many causes and is on the Board of Directors for the Youth Crime Watch (of America) and Temple Kol Ami. He is a collaborator for the City of Miami's "Teach-Learn-Play" program and a member of The Dade County Association of Chiefs of Police.

JERRY TOLLEFSEN

Vice President, Government Affairs

Education/Training:

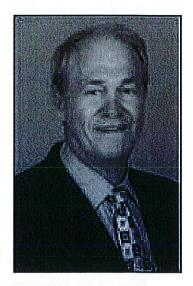
B.A. Public Administration, St Thomas University, Miami, FL A.A. Miami-Dade Community College Drug Unit Commander's Academy (DEA) Fredericksburg, VA Caribbean Police School – FBI and International Criminal Investigative Training Assistance Program

Prior Related Experience:

Sergeant - US ARMY

Miami Beach Police Department 1973 - 2001

- Major Patrol Division
- Commander Strategic Investigations Unit
- Executive Officer Criminal Investigations Division
- Commander Patrol Division, 3rd Platoon
- Lieutenant Patrol Division
- Sergeant Patrol Division



Jerry Tollefsen served in the 173rd Airborne Brigade in Vietnam from 1965 through 1966 before joining the 7th Special Forces unit in 1967. Following his discharge, he joined the Miami Beach Police Department in 1973 and rose through the ranks before retiring as a Major of Police in charge of the Patrol Division. During his time of service, Mr. Tollefsen was in command of the Criminal Investigations Division, the Narcotics Unit, The Tactical Team (SWAT) and the Field Officer Training program. Mr. Tollefsen designed the concept for the Financial Crimes Task Force, implemented a sector plan that placed emphasis on accountability to the community, designed the traffic plan currently used for major events including Memorial Day Weekend, initiated the San Jose Model to train new officers, and even created and organized three department-sponsored SWAT schools that received national accreditation.

Today, Mr. Tollefsen uses his extensive experience and expertise in his role as Vice-President of Kent Security Services Government Division. He is responsible for the Cities of Miami and Bal Harbour. Included in his responsibilities is ensuring the security of the City of Miami, which spans 23 separate locations and employs nearly 100 officers. Mr. Tollefsen is a member of the Dade County and Florida Associations of the Chiefs of Police.

Responsibilities:

- Directs Operations and Develops Policy and Procedures
- Training of All Security Officers
- Scheduling Staff Hours
- Manage Payroll Matrices
- Approximately 5,000 Hours of Security Services a Week
- Customer Retention Ensures Client Satisfaction

Liz Martis, MS HRM

2200 NW 91st Terrace ◆ Pembroke Pines, FL 33024 ◆ (954) 663-8773 ◆ Imartis@gmail.com

HUMAN RESOURCES PROFESSIONAL

- Performance-driven Human Resources Professional with over 15 years of experience in aligning business objectives with employee and management across business units.
- Extensive background in Human Resources affairs in planning, directing and coordinating human resources management activities of an organization to maximize the strategic use of human resources.
- HRIS Technology successful implementations by combining MIS knowledge and HR expertise.



HR SKILLS

- HR Policies & Procedures
- Employment Law
- HR Metrics
- HRIS Technologies
- Recruitment & Retention
- Employee Relations
- Benefits Administration
- HR Program/Project Management
- Orientation & On-Boarding
- Payroll
- Training & Development
- Performance Management

PROFESSIONAL EXPERIENCE

Director of Human Resources Manager, January 2015 to October 2017 Museum of Science, Inc., Miami FL

- Recruited by CFO and CEO to restructure HR operations in preparation for the Museum expansion.
- Worked and supported Senior Managers with HR policies and procedures; recruitment of employees and volunteers; standardize compensation ranges; and develop orientation, training and company events.
- Advise Senior Managers of new laws and regulations to ensure compliance with law, for example recent changes with the Affordable Care Act.
- Automated the recruitment and onboarding processes resulting in the accelerated recruitment of over 40 positions (>10% of workforce) to support business growth.
- Managed the full implementation of Paylocity HRMS, Web Time and Web Pay to streamline HR and Payroll administrative practices and procedures.

- Implemented a new automated performance review process to drive business objectives, organizational changes and behaviors.
- Worked with President & CEO to design employee engagement programs to improve overall communication.
- Created internal training by engaging internal resources and 3rd party vendors to improve employees' knowledge and skills in the areas of Guest Experience/Customer Services and Safety.
- Conducted investigations in response to employee complaints; provided written incidents summaries with decisions and recommendations for employee dispute resolution.
- Completed new employee enrollments and annual updates for benefits plan; responsible for the day-to-day administration of benefits and 403(b) retirement plan.

Corporate Human Resources Manager, April 2012 to January 2015 Doral Bank, Miami FL

- Supported business leaders with maintaining organization structure, employee relation issues, compensation, promotions, full recruitment cycle, including identifying staffing needs and performance reviews.
- Implemented HR metrics to measure the success of HR initiatives; responsible for maintaining and publishing HR scorecard matrix for the Senior Leadership Team.
- Identified training needs for business units. Supported the preparation of training and material such as harassment and BSA/AML to improve employee skills.
- Key contributor of Oracle R12 HRIS implementation. Responsible for designing, requirement gathering, and testing to ultimately unite HR systems and processes between Corporate, Puerto Rico and US Operations.
- Acted as a change management agent helping end users undergo the change in technology and process in a smooth and efficient manner.
- Updated company policy and procedure while ensuring compliance with federal and state law.
- Provided day-to-day performance management guidance to management.

Human Resources Manager, November 2007 – April 2012 National Brands, Inc., Miami, FL

- A strategic HRBP responsible for managing all aspects of Human Resources for 12 companies nationwide.
- Fully implemented ADP to streamline workflow and provide management with decisionanalysis tools.
- Oversaw payroll; coordinated resources for the successful implementation of the ADP Payroll module.
- Provided consulting expertise to management and staff on all employee relations issues.

- Assisted managers with promotions, performance reviews, and the compensation administration process. Develop, recommend, and administer compensation guidelines to ensure fairness and consistency.
- Managed employee benefit programs. Serve as the liaison between employees and insurance carriers.
- Served as the Plan Administrator for the 401(k) plan; worked with auditors in preparing the annual 5500 form.
- Ensure strict compliance with federal and state laws; administer and coordinate Company's programs such as Safety Program, Award Programs, and train The Trainer Program.
- Worked with department managers in developing recruitment strategies to identify highly qualify candidates. Developed and/or updated job description, conducted employment interviews and administer skills/personality assessments.
- Maintained human resources and payroll databases. Recommend changes and enhancements, as needed. Conducted periodic audits of personnel files to ensure compliance.
- Worked with managers to address performance issues and outline appropriate counseling & disciplinary steps.
- Developed and updated human resources and payroll policies and procedures, monitor compliance, initiate corrective action and communicate policies company-wide.
- Worked with managers in the reporting of workers' compensation injuries and claims. Interact
 with workers' compensation claim administrators to ensure that claims are properly processed
 and closed expeditiously.

Human Resource Assistant / CDM Assistant II, 2004 – 2007 Kos Pharmaceuticals, Inc. - A wholly-owned subsidiary of Abbott Pharmaceuticals Data Management Assistant, 2000 - 2003 United Parcel Service Human Resources Generalist, 1996 - 1999 Advance Equipment Services

EDUCATION & CERTIFICATIONS

- Masters of Science in Human Resources Management Nova Southeastern University, Davie, Florida
- Bachelor of Science in Business Administration, MIS (Management Information System)

Turabo University, Gurabo, Puerto Rico

PROFESSIONAL AFFILIATIONS & SKILLS

- Professional Affiliations: Society for Human Resource Management (SHRM)
- Computer Skills: ADP, Paylocity, Oracle J.D Edwards, Kronos, HireRight, e-Screen and MS Office (Word, Excel, PowerPoint, Access, Outlook)
- Bilingual: English & Spanish

Nelson J. Barbosa 19437 SW 65th Street Pembroke Pines, FL 33332

954-880-0896 (home); 954-638-0929 (cell) nbarbosa@bellsouth.net

PROFESSIONAL SUMMARY

Retired from the FBI as a Special Agent after twenty four years of service where I participated in the investigation of a wide range of national and international criminal activities and served six years as an overseas



diplomat in Bogota, Colombia and Quito, Ecuador as an Assistant Legal Attaché (ALAT). Also while in the FBI, I served as the coordinator of the InfraGard South Florida Chapter, an organization of approximately 900 law enforcement and civilian members designed to help fight terrorism. Prior to the FBI, served as a DEA Diversion Investigator (DI) for four years investigating illicit pharmaceutical activities and served five years in the military reserves and three years active in the US Marine Corps. Global Security Associate Director for a multinational pharmaceutical company responsible for overseeing physical and product security and compliance of its multiple operations in the Latin America and the Caribbean (LAC) region. Currently working with Kent Services as the Director of quality, training and compliance.

STRENGTHS & EXPERTISE

- Extensive Investigative experience
- International diplomatic relations
- Corporate Investigations
- Risk Assessment and Crisis Management
- Homeland Security
- English and Spanish language proficient
- Public Speaking

PRIOR EXPERIENCE:

MIAMI DADE PUBLIC SCHOOLS

Barbara Goleman Sr. High School
Certified Criminal Justice Lead Teacher

9/2015- Current

Responsible for organizing, planning and teaching the Criminal Justice program.

NOVARTIS PHARMACEUTICAL

Global Security - Miami office

Associate Director

2/2014-7/2015

Responsible for overseeing the physical and product security strategic guidelines and company objectives throughout the LAC region. Responsible for investigating internal compliance, fraud, crisis management and code of conduct allegations. Assisted in the development and implementation of security procedures and standards, conducted liaison with local authorities and provided expertise and guidance to security and management personnel. Managed and trained multiple security personnel throughout LAC.

FEDERAL BUREAU OF INVESTIGATIONS (FBI)

Miami office

2/1990-1/2014

Diverse FBI career spanning 24 years investigating wide range of criminal activities such as counterfeiting, drugs/money laundering, bank and armored car robberies, domestic and international terrorism, kidnappings of US citizens abroad, extortions, bombings, crimes aboard aircrafts, and white collar/Medicare fraud. Lead high profile investigations in countries such as Panama, Colombia, Ecuador, Peru, Argentina and Iraq. Served as a diplomat Assistant Legal Attaché (ALAT) in Colombia and have been the recipient of many financial and commendation awards.

DRUG ENFORCEMENT ADMINISTRATION (DEA)

Office of Diversion Control

Diversion Investigator (DI)

1986 - 1990

Four years experience in the investigation of illicit activities involving pharmaceutical drugs in South Florida. Audited, conducted full investigations, and performed follow-up activities regarding the use of controlled substances by physicians, laboratories and pharmacists. Coordinated with Federal, State and local law enforcement and federal and state regulators.

CHIGACO BOARD OF EDUCATION

School Teacher - Elementary and Intermediate levels

1983 - 1984

1985 - 1986

CHICAGO CITY-WIDE COLLEGES

Adult Education Teacher (Part time- night classes)

1983 - 1986

DEPARTMENT OF VOCATIONAL REHABILITATION SERVICES

Vocational Rehabilitation Counselor

1984 - 1985

- United States Marine Corps Active Duty (1978 1980)
- United States Marine Corps Reserves (1981 1982)
 - Honorable Discharge
- United States Illinois Army National Guard Reserves (1983 1985)
 - Honorable Discharge
- United States Army Reserves (1987 1989)
 - Honorable Discharge

FBI AND CORPORATE EXPERIENCE DETAIL

- Corporate Global Security (2014-2015)
- Counterterrorism Surveillance (2012-2014)
- Human Intelligence Program -InfraGard Program Coordinator (2008 2012)
- White Collar Crime (Medicare Fraud) (2006 2008)
- Assistant Legal Attaché (2002 2006)
- Criminal Matters (2001 2002)
- Extra-Territorial Matters (2000 2001)
- Assistant Legal Attaché (1999 2000)
- Extra-Territorial Matters (1996 1998)
- Money Laundering/Drugs (1991 1996)
- Bank Robberies/Fugitives (1990 1991)

EDUCATION/TRAINING:

- Certified Fraud Examiner (CFE), 2014
- Special Agent Federal Bureau of Investigation Academy, 1990
- Diversion Investigator Drug Enforcement Administration Academy, 1986
- BA in Business Administration & Management Northeastern Illinois University, 1983

JOSEPH ZUBRENIC

3080 West Marina Drive ~ Fort Lauderdale, FL 33312 754-204-6163 ~ joeindiana2fla@aol.com

 $\sqrt{20}$ years law enforcement, driving record, no points, no accidents

√ Extremely physically fit, weightlifter and trainer

√ Parking citations issued. traffic investigator, enforced parking regulations hotels, hospitals, residential sites

√ Extensive patrol "response" supervision experience including traffic investigations

√ Trainer and contract compliance coordination

√Commander of Criminal Investigations, worked w/HIDTA federal government \(\subseteq \text{Enforced all 105 Post orders} \)

√ Police operations for court security, screener, wands. walk-thru scanner, bag searches

√ Report writing skills including review and corrections.

√ Taught police officer defensive tactics and jail extraction techniques

√ Federal Drug Task Force Commander for US Midwest

& security site analysis

√ Scheduled and confirmed payroll for over 800 officers, OT kept at a minimum

√ Possess current/valid FL D License

√ Security field trainer at all sites

√ Fleet maintenance and dispatch center knowledge

Prior Work History

G4S Wackenhut - Miami, FL **Operations Manager**

Feb 2005 to 2019

- Manage security officers in the field, inspect over 105 sites
- Provide security for the Federal Tri-Rail, Broward County Sheriffs Court Service, Memorial Hospital District, Broward Health, Ft Lauderdale Airport, Broward County Parks, Government Contracts, over 50 residential communities and many, many more.
- Visit clients on a weekly basis
- Operate a \$42 million-dollar operations budget
- Confirm all schedules were correct for payroll purposes
- Order supplies including uniforms, reports, and duty belt accessories
- Conduct disciplinary hearings
- Assist HR in disciplinary matters and hiring decisions, on-borading
- Assist in creation of all Post orders and Physical Site Surveys
- Maintain overtime at acceptable levels as instructed by upper management
- Report writing and review for all sites visited and inspected.
- Fleet management, maintenance scheduled
- Institute start-up training at each site
- Suggest promotions from within company for other such openings
- Investigator for N Broward Hospital District (6th largest district in USA)

Lake County, Indiana Sheriff's Department - Crown Point, IN Oct 1984 to Feb 2005 Major

Supervisor of large patrol force---training, scheduling and development of 90 patrol officers Responsible for operation and maintenance service for 55 patrol vehicles. Traffic investigator. Commander of the US Midwest HIDTA Federal Drug Task Force (13 US states)===federal statute violations, arrests, court testimony, investigations, interviews/interrogations, reports, undercover surveillance. Court security detail. Warrant division serving summons and subpoenas. Detective Bureau-Sergeant of 15 detectives, reviewing cases, conducting interrogations, testifying in court.

DARE & School Security Supervisor---- Commander in charge of providing Dare program for 5 grade schools, 1 middle school and 1 high school. Also provided security foot patrol of hallways, classrooms and outer campus grounds. CCTV surveillance conducted to prevent sensitive issues and to review significant incidents. Constant interaction with school staff and students---taught in classroom about dangers of drugs and gangs, self-esteem, positive alternative activities, bullying and many more topics. Verification system enforced for all visitors/contractors. Responding to calls of service in any classrooms. Lunchroom and recess details, visiting with children. Monitoring designated area for children to gather before school's first bell. Checking restrooms for student safety and adherence to rules. Walking hallways throughout day and moving students along to their next class. Intensive inside and outside coverage upon release of students from school. Enforcing all school rules and regulations.

YOUTH POLICE SUMMER CAMP (ages 9 to 17) -Major (Supervisor) of police department chosen to oversee 2 different camp locations which included carnival rides, horseback rides, motorized cars, stranger danger, hayrides, races, sporting contests, arts & crafts, field trips. Motivational classes, anti-bullying techniques, self-protection and interactive games, self-esteem supports network. Children/teens stayed on premises in select cabins. Camp staff remained on grounds 24/7, arranged sporting and recreational activities/events, awards presented, healthy/safe stretching and exercise workouts

Education

Indiana University NW - Gary, IN Bachelor of Science - Criminal Justice

5. Kent Security Service Approach

Throughout the Town of Miami Lakes, Kent will create a visible presence of security personnel to improve the perception of public safety and safeguard the citizens, visitors, employees and property of the Town of Miami Lakes.

As part of its proposal, Kent would like to offer The Town of Miami Lakes TWO services approaches:

Services Approach- Option 1:

Kent will provide the following services, with a more detailed approach to methodology and implementation later in this section:

- A site supervisor (lever 1/2 guard), Security Officer (lever 1/2 guard), Rover Patrol (level 1/2 guard). As detailed in B6.03. Security Guard Personnel Requirements.
- Update ALL current analog cameras to new IP cameras with No additional cost
- Written activity and incident reports, maintenance requests, visitor logs as dictated by the post assignment
- ProxiGuard Live- A cloud based guard Tour System at contracted posts to ensure security
 officers are making required rounds at assigned frequencies and times. Real time updates
 via Phone App and desktop software
- A Project Manager who will be required to meet with Miami Lakes project manager upon request
- All uniforms, cell phone, radios, rain gear, traffic vests, tool, marked motor vehicles and equipment necessary to perform the required services
- Uninterrupted services under all conditions, to include, but not limited to the threat or the actuality of a strike, adverse weather conditions, a disaster, or emergency situations, at the agreed upon hourly contractual rate
- Rules and Regulations Manual for Security Officers
- Project Manager to work with the Contract Administrator or their designee to review and/or develop Post Orders for all locations where Security Officers will be utilized.
- A written, quarterly report of security incidents to the Contract Administrator

*Please Note- Option 1.a will describe pricing for level 1 Guard and supervisor. Option 1.b. will describe pricing for level 2 Guard and supervisor.

Services Approach- Option 2:

Kent Services is offering The Town of Miami Lakes an innovated approach to control access to Special Taxing District communities (STD).

This can be accomplished by fully automating the gatehouses to function independently of a security officer.

Vehicles will be brought to complete stop at the gatehouse. When the gate arm openes, each vehicle's make, model, color and tag number will be put into the system via LPR (License plate recognition system). All information will be stored and saved in a cloud database.

This will improve the ability to proactively prevent crime, add investigative power and enhance safety without increasing manpower.

Perfectly positioned cameras at gatehouses will be able to receive alerts when vehicles of interest enter your community, identify stolen vehicles and collect accurate information for criminal investigations.

The upside for The Town of Miami Lakes, is to greatly increase the number of roving patrol hours and still save a large amount of money.

As you increase the roving patrol hours the more ability there is to deter crime. To each rover's vehicle Kent will mounted with overhead camera, to record, observe and report anything suspicious in Miami Lakes streets.

While guards in a gatehouse have an extremely limited field of vision, Rovers will be able to increase the area being monitors, make the community feel safer and record any criminal events.

This will be fixed to approximately \$24,000 a year per gatehouse.

Kent will provide the following services, with a more detailed approach to methodology and implementation later in this section:

- Full access control system (hardware and software) for all gatehouses (LPR cameras, automatically arm gates, ring system).
- A Rover Patrol Officer (level 2 guard). As detailed in B6.03. Security Guard Personnel Requirements.
- Update all current analog cameras to new IP cameras
- Written activity and incident reports, maintenance requests, visitor logs as dictated by the post assignment
- A guard Tour System at contracted posts to ensure security officers are making required rounds at assigned frequencies and times
- A Project Manager who will be required to meet with Miami Lakes project manager upon request

- All uniforms, cell phone, radios, rain gear, traffic vests, tool, marked motor vehicles and equipment necessary to perform the required services
- Uninterrupted services under all conditions, to include, but not limited to the threat or the actuality of a strike, adverse weather conditions, a disaster, or emergency situations, at the agreed upon hourly contractual rate
- Rules and Regulations Manual for Security Officers
- Project Manager to work with the Contract Administrator or their designee to review and/or develop Post Orders for all locations where Security Officers will be utilized.
- A written, quarterly report of security incidents to the Contract Administrator

5.a. Staffing Plan and Organizational Charts

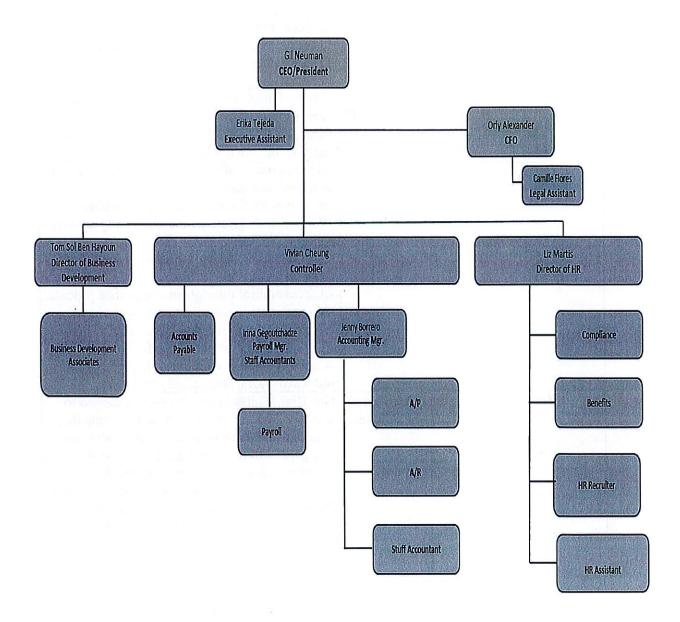
Kent Security proposes an operating plan that incorporates our experience management team of well-trained, empowered decision makers; the expertise of 34+ years of best practices in Post Order development, Quality Assurance procedures and digital Incident Reporting coupled with advanced technology that enables Kent's management team to ensure post coverage and real-time guard tour monitoring, while allowing The Town of Miami Lakes management teams to view a real-time dashboard, generate on-demand reports and obtain trend analyses over the life of the contract to see where efficiencies can be found. This comprehensive program will be delivered by Kent Officers who will represent the brand and image that The Town of Miami Lakes requires.

Below is a detailed description of each position's requirements at the Town of Miami Lakes:

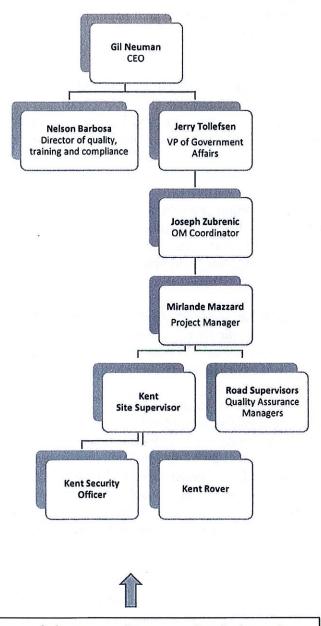
POSITION	DESCRIPTION
I Income ad Conveity Officers	: Minimum of there (2)?i
Unarmed Security Officers Level 1	
Level 1	ii. Minimum of one (1) year of military
	experience;
	iii. Civilian or Military law enforcement or
	Corrections accreditation;
	iv. Four-year bachelor's degree from an
	accredited college or university and
	one (1) year of experience as a licensed
	security guard; and/or
	v. Two-year associate degree from an
	accredited college or university and two
	(2) years' experience as a licensed security
Unarmed Security Officers	guard. i. Minimum of five (5) years' experience as a
Level 2	licensed security guard;
Ector 2	ii. Minimum of two (2) years' military
	experience;
	iii. Civilian or Military law enforcement or
	Corrections accreditation;
	iv. Four-year bachelor's degree from an
	accredited college or university and
	two (2) years' experience as a licensed
	security guard; and/or
	v. Two-year associate degree from an
	accredited college or university and
	three (3) years' experience as a licensed security guard.
	Security guard.

Dispatcher	Kent Dispatchers, whether residing at Kent Central Stations or locally at Broward County facilities, are responsible for dispatching Officers as appropriate and monitoring radios, alarms, and access control and camera via the CCTV system.
Roving Patrols Level 1/2	Roving Patrols are responsible for providing security services at a variety of assigned locations and patrolling using vehicle. Duties include, but are not limited to: -Driving patrol of interior and exterior areas of assigned locations -Report suspicious activities and persons -Write detailed reports, maintain daily activity reports (DARs) -Respond to emergency situations requiring security assistance -Access control through an admittance process -Screen visitors and client employees in an efficient manner in order to expedite or bar their admittance to the site or facility
	-Check for unsafe conditions, hazards, unlocked doors, and security violations
Security Assessments, Audits and Evaluations	Our Risk Management Division is trained to conduct undercover security assessments that examine and identify security vulnerabilities
	and gaps within an organization and at its facilities. This Division can also conduct Security Audits, against various standards that the hospital system needs to measure up to and meet, as well to ensure compliance.

Kent Security Organizational Chart



Kent Security Organizational Chart for the Operations of the Town of Miami Lakes



Kent 24/7/365 Central Command and Dispatch

Miami-Dade County District Manager

Each Kent Security office is supported by one or more District Managers who are the empowered decision makers overseeing that area's regional office. This individual holds the Account Manager accountable and supervises strategic processes and approaches and works hand in hand with the Project Executive and Project Manager.

Site Supervisor

Each functional area and geographical area will be assigned a field supervisor who will conduct patrol duties, as well as support and supervise all posts, access points and positions on site. This individual will attend to any matters that arise and be in a position, working with the Assistant Project Manager-On-Duty, to respond to an event, incident, escalation or otherwise.

Kent Rover

At each post, terminal, traffic control position where there are multiple officers stationed, there will be a Site Supervisor assigned. Kent Site Supervisor will work hand-in-hand with the Towm of Miami Lakes Site Supervisor to ensure that operations run smoothly and that there is always at least one point-person who is designated to provide direction and make decisions during the course of the operations.

Value-Add On: Road Supervisors/Quality Assurance Managers

At no additional cost to the client, the Kent corporate operational methodology is to retain a staff of dozens of Road Supervisors, whose function it is to conduct randomized quality assurance control, and to visit each client site at least once per shift after normal business hours.

Relationship with Law Enforcement Entities

Kent's project managers and executive are individuals with strong ties to law enforcement. This means they understand the importance of security officers providing a uniformed presence in order to deter crime and to act as an extension of the law enforcement team. However, while acting as an extension of the team, Kent officers understand the line between what their job functions are and what job functions need to be handled by law enforcement. Kent will work hand-in-hand with the Town of Miami Lakes, to ensure that the relationship remains strong, that open lines of communication are maintained and that suggestions and requests are implemented.

Kent Security Officers

What differentiates Kent from other service providers is: our unique ability to attract the best talent; our possession of the best tools and training; our access to the most advanced technology; and our ability to answer to clients first, rather than to shareholders. Our extensive experience spanning over three decades has led us to the development of the most advanced and forward-thinking best practices in the industry.

Every Kent solution is built by highly-trained personnel and integrated with the most cutting-edge technology. Our preferred, and often exclusive, relationships with the industry's top technology manufacturers ensures maximum results while minimizing costs.

5.b. Kent Security Technical Operating Plan

We believe that fail-safe systems need to be built with redundancies and using technological support. Kent utilizes several systems to ensure that Scheduling, Time and Attendance, and Payroll are accurately captured, actively monitored and continuously provided with oversight through real-time surveillance. These systems are the most sophisticated technology available to manage operations and provide efficiencies that are passed on to our clients – ultimately saving our client's money at the end of each budget year.

Scheduling

Accurate scheduling is a vital component of effectiveness and client satisfaction. Our automated scheduling system will provide The Town of Miami Lakes with the most accurate and efficient scheduling available. The system plans who will work and when, and integrates with our training compliance tracking to ensure scheduled security officers meet the criteria required to hold the post, that they were trained and have the skills.

Our employees are provided with their schedules more than one week in advance, so that they can effectively manage their time and personal commitments without compromising their professional lives and Kent's service delivery.

Post WatchTM

Post WatchTM ensures that Kent officers assigned to duty are on duty at the assigned post at the required start time. The Town of Miami Lakes can benefit by knowing in real-time that Kent officers are: on-site at the contracted start times, properly trained and credentialed for the site post, and that the officer who was scheduled to work is actually the officer on-duty. We would be happy to demonstrate all available technologies during the question and answer phase.



PERSONNEL SCHEDULING

Manage your workforce efficiently with integrated scheduling.

- Roll over a master schedule to create a weekly work schedule easily, saving time, maintaining contract parameters & avoiding wage creep.
- Manage by exception & make changes to weekly work schedule as necessary.
- Manage overtime effectively by viewing the entire weekly schedule in advance.
- · Keep thorough, custornized billing information for each jobsite.
- Streamline payroll & billing processes with accurate, timely scheduling information.
- · Ensure that scheduled employees meet post & compliance requirements.
- · Address open shifts, overtime & scheduling conflicts quickly with alerts.
- Evaluate profitability & scheduling activity with interactive reports.

On-the-go features through eHub Employee Self-Service on the Web & Mobile

- Supervisors can fill open posts, modify schedules & send schedules to employees.
- . Employees can check their schedules.



POST WATCH

Monitor attendance and manage exceptions easily with Post Watch.

- Get a snapshot of scheduling information directly from Personnel Scheduling in WinTeam, TEAM's core financial operations & workforce management solution.
- Edit shifts, clock employees in or out, change shift times or assign a different employee to a shift to keep operations running smoothly.

Post Watch can also read clock-in/clock-out information from TeamTime, TEAM's time and attendance solution.

- · Stay updated with real-time scheduling activity from the field.
- Review open positions, posts with no clock-in time & posts with no clock-out time & take action right from the Post Watch screen.

The utilization of Post WatchTM ensures that guards<u>cannot</u> report they are a gate or at a post when they are not physically there. We know this has been an issue in the past and we can assure you that it won't be, with Kent!

Kent's 24/7/365 Dispatch & Central Command

Kent Security's main Dispatch and Central Command operations (for the entire United States) is based in North Miami, Florida – conveniently located near The Town of Miami Lakes. Our dispatch agents can perform multiple scheduling functions. If an officer calls in sick, for example, the agent can find a replacement using the Personnel Scheduling data screen and note the change in the officer's schedule. Once the change and reason is logged in, an absence record is automatically created and is stored in the officer's file. This process and level of accountability allows the Account Manager to select the best long-term solutions for staffing problems.

Patrol Confirmation Tool- ProxiGuard Live

With ProxiLive you will be able to monitor the on-site guard tours Online and Live! No limit for administrators to view and ensure high security level and guaranteed protection of your assets.

- ▶ Real-time
- Cloud system
- User friendly
- Advanced Reporting
- Multiple User Management



ProxiLive has five reporting features:

- ▶ Basic Report
- ► Missed Scan Alert
- ▶ Daily Guard Duration Report
- ► Client Event Report

Client Events Report

▶ Incident Report

Client Miami World Center

Sites MWC Patrol
Type MME, INCIDENT

Period 01/22/2018 00:00:00 - 02/01/2018 23:59:00

Total Events 153

01/22/2018		Events: 8
	CONTRACTOR DESCRIPTION OF THE PARTY OF THE P	

Туре	Site	Time	Worker	Incident	Check Point
MME	MWC Patrol	08:35:33	MWC Rover	Director Wright began shift relieving supervisor Jackson. Performed vehicle inspection.	12150 - Group Site Office
MME	MWC Patrol	09:03:23	MWC Rover	One car parked in Paramount sales office parking lot.	34346 - Sales Office
MME	MWC Patrol	09.06:27	MWC Rover	Demolition crew on site at Venture hive. Back gate open.	36545 - Venture Hive
MME	MWC Patrol	11:09:38	MWC Rover	The hangar nightclub on 11th Street active.	36147 - Rover 1404 Location
MME	MWC Patrol	15:46:30	MWC Royer	Exiting Miami World Center on route to FC background.	36147 - Rover 1404 Location

Incident reports includes:

- ▶ GPS Location stamp
- ▶ 1 Photo Attachment
- ▶ 256 character description
- ► Guard signature
- ► Emailed to clients automatically

Incidents Report

Client

Show All

Sites

Show All

Workers

Show All

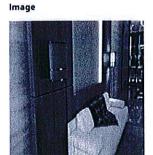
Period

02/01/2018 00:00:00 - 02/01/2018 23:59:00

Date: 02/01/2018 01:26:47 Client: Fendi Site: Chateau Ocean Worker: 6f50000079 Incidents ...

Description

S/o Garcia noticed on 2/1/2018 at 12:30 am that one of the lamps at the lobby was out. Reported to front desk for work order.



Signature

Kent's Overtime GuaranteeTM

Overtime happens. It's the nature of the security industry. Kent understands its fiduciary responsibility to the client and to make sure that we help you stay on budget. Therefore, if staffing shortages produce overtime and are due to any operational challenges not met by Kent, Kent will not pass the overtime charges to The Town of Miami Lakes.

Worker Retention Program

Kent agrees that we will evaluate and retain employees for a 90-day trial period. Upon a favorable review at the end of this trial period, Kent will offer high-performing guards a job.

We cross-train officers to ensure that they have in-depth knowledge and experience in a variety of posts, locations and job requirements across all Miami Lakes facilities.

Kent internally trains our G-license guards to ensure that they meet our rigorous criteria; standards that were founded and are based on Israeli Defense Forces (IDF) protocols and procedures. We are certified to teach both the D and G license courses.

5.c. Kent Services Emergency Response and Preparedness

Officer Availability/Surge Capabilities

Kent has a pool of close to 1,000 officers located within a 20-mile radius to The Town of Miami Lakes. This pool of qualified armed and unarmed guards are Kent-certified and trained and mobilized as needed, according to the contract obligations and immediate needs based on incidents or external factors.

We understand that the need will arise to provide additional security personnel for special events, situations, meeting, elevated threat conditions or emergencies. Kent is committed to maintaining a surge capability equal to approximately 20% of its workforce for this contract. In addition to this, Kent maintains a bench of qualified employees — who meet both Kent and The Town of Miami Lakes criteria — at all times, who are ready to be mobilized to specific posts and tasks at any point in time.

Hurricane Emergency response and preparedness



Hurricanes are a fact of life in South Florida. The Town of Miami Lakes can rest assured that should one strike, Kent Services has airtight systems in place to ensure ongoing security services for your property, even in the wake of a catastrophic storm. Our 24/7/365 Command Center also serves as the Emergency Operations Center (EOC) for Kent Services. The EOC is backed by a 50,000- watt generator with a fuel supply capable of powering our headquarters for one week. Kent Services also has a contract with a fuel company to supply additional fuel if needed.

The EOC communication system is supported by four satellite cell phones. The EOC has contact and information pertaining to the schedule of every employee assigned to our five South Florida offices, enabling Kent Services to quickly transition to alpha/bravo staffing.

Should our Miami-based EOC fail for any reason, our Naples, Orlando, Seattle, Atlanta or New York City centers will quickly and seamlessly step in and fill the role. In the event of a hurricane or civil disorder, Kent Services has the ability to mobilize assets, including Officers from offices around the country to the affected location.

Today thousands of master and homeowners associations, commercial properties, condominium communities, schools, hospitals, entertainment venues, major corporations, and government facilities count on Kent Services.

Kent's 24/7/365 Dispatch & Central Command

Kent Security's main Dispatch and Central Command operations (for the entire United States) is based in North Miami, Florida – just a few miles from The Town of Miami Lakes. Our dispatch agents can perform multiple scheduling functions. If an officer calls in sick, for example, the agent can find a replacement using the Personnel Scheduling data screen and note the change in the officer's schedule. Once the change and reason is logged in, an absence record is automatically created and is stored in the officer's file. This process and level of accountability allows the Account Manager to select the best long-term solutions for staffing problems.



Key Pain Point Areas To Be Addressed By Kent

Kent personnel have spent several months conducting extensive due diligence determining where possible areas of concern may arise and what pain points can proactively be addressed by Kent, should we be awarded the contract:

- Kent will ensure that there are sufficient staffing levels at all times and will commit to
 having a talent bench of available employee, who are properly trained and vetted and
 tapped in at a moment's notice.
- Kent will ensure that our attrition rates remain well below the national average for the Security Industry. We are proud that Kent employees, on average, stay 3 times longer with Kent than with most any other national security company. Our turnover ratio has always been at least 15% lower, on average, than the industry norm.
- Kent will conduct extensive background checks on any new hire, and re-check each employee multiple times per year in order to ensure that their record remains clean. As part of the background check, Kent will check employer references to ensure accuracy and that inappropriate behavior did not take place in the previous place of work.
- Kent will ensure that there are no delays in responding to important job functions such as the opening of the checkpoint gates that are not manned 24 hours a day.
- Kent will ensure that each officer arriving on-site each day knows where they are stationed, how to get there, what their job duties and responsibilities are and who the Officer In Charge (OIC) is. Kent will ensure that each roving officer knows the site plan, how to get around most efficiently and in a manner that allows them to respond to requests such as opening of a gate as quickly as possible.
- Kent will enforce a ZERO TOLERANCE policy for certain infractions (e.g. "sleeping on post") and a three-strike rule for other infractions. We believe in holding our employees accountable and ensuring that when our clients are unhappy with the performance of a Kent officer, that we either try to counsel the individual and mentor them, or we remove them for the site.
- The Kent management team will encourage and foster the culture of teamwork between the Town of Miami Lakes and the security vendor. Kent officers will understand that the Town of Miami Lakes officers have a lot of knowledge and expertise to offer our on-site team and ensure that we are open to suggestions and opportunities for mentoring.

5.d. Kent Security Financial, Management and Administrative Approach

FINANCIAL MANAGAMENT	For accounts payable, invoicing, time-keeping, payroll, cash management and financial audits, Kent Security uses an in-house computerized cost-accounting system called WinTeam Software (www.teamsoftware.com) that allows us to accurately track costs on a client-by-client and post-by-post basis.
PAYROLL MANAGEMENT	Kent Security uses WinTeam Software for scheduling and payroll processing. Use of WinTeam Software results in fewer payroll discrepancies and accurate pay for our officers and support staff.
HUMAN CAPITAL MANAGEMENT	Kent provides recruitment, hiring, employee-benefits processing, labor relations, employee development and recognition programs. The Human Resources module of WinTeam (HR Tracker) allows Kent Services to ensure all of our security professionals meet and/or exceed the qualifications and proper training required in the scope of work, prior to their assignment to any post.
STRATEGIC SOURCING	Kent provides purchasing of uniforms, security equipment, vehicles, radio communications, computers, office equipment, disposable supplies, or security technology. Our experience in outfitting large projects has enabled us to develop ongoing vendor relationships, which ensure available vendor credit and the best pricing.
INFORMATION TECHNOLOGY & TECHNOLOGY	Kent provides our guards with the latest state-of-the-art technology, including smart phones and tablets. We also provides support in procedures and manual development, digital reporting, and web-based portals for real-time viewing of each guard, on-demand reports and trend analyses, and the ability for cloud-based storage and redundancy of all data and key video footage related to incidents.

Employee Management Plan

Our local managers are empowered decision makers who understand the unique needs and challenges of The Town of Miami Lakes. These managers routinely deal with scheduling, coverage for sick days, uniform ordering, training compliance – all the operational components that make up a seamless security program. Kent has more than 30 years of security industry experience, with our national human resource network supporting the local management teams.

Our managers set high standards for service; standards that are maintained through continuous and effective supervision.

Quality Assurance

We understand that Quality Assurance (QA) inspections help us meet our contracted obligations and hold our managers and on-site employees accountable for the levels of service they provide. Kent will inspect the security services at each of The Town of Miami Lakes facility on a randomized basis and make the scorecards and reports available to your management team.

QA Inspections offer the opportunity for management to work with security officers, providing hands-on training, mentoring and supervisory support. It measures whether or not the on-site team is demonstrating proficiency at their duties, while they are under close observation. We find that inspections often time provide our staff with positive reinforcement and feedback, which promoted communication amongst field personnel.

The results of inspections are used to help us identify best practices and/or areas of improvement that ultimately results in better service.

Administrative Processes and Procedures: Post Orders

Post Orders are the definitive guide for day-to-day activities of the entire account, for each post and position. Our Standard Operating Procedures and customized post-orders are the backbone of our operations at The Town of Miami Lakes facilities. As part of our transition process, our Director of Start-Up, along with your Account Manager and Director of Security, will customize, implement and update the SOPs and post-orders.

Completed Post Orders are then digitized and available on-line, on our officer's tablets and through Kent Guard TourTM. The Post Orders are searchable so that when troubleshooting, our officers or support staff can easily find the information they are looking for, as well as a step-by-step guide of how to proceed.

Post Orders are reviewed quarterly to ensure that they are updated and that any changes required are completed, communicated and discussed at our training/staff meetings

STANDARD OPERATING PROCEDURES AND POST ORDERS BINDER

- Introduction to The Town of Miami Lakes and specific posts
- Security Basics
- Access Control
- Patrol Procedures
- Kent Organizational Chart & Contact Information
- Facility Organizational Charts & Contact Information
- Emergency Notification List
- Site-specific Emergency Reference Guide & Procedural Checklist
- Site-specific Post Orders
- Templates and Samples of Kent Reports (Daily Activity Reports, Incident Reports, Vehicle Inspection Reports, etc.)

Kent Security has established an Internal Quality Assurance Department that is charged with the responsibility to review field operations for compliance with corporate policy, regulatory requirements and operating procedures. The audit program is a support function that assists each District office and operating unit in their compliance efforts, and helps to protect the assets of the company. To assist with compliance efforts, the QA Department has provided a manual titled QA Audit Control Criteria and Related Policies. This publication defines the areas that will be audited, and provides specific audit criteria and audit point values.

Administrative Processes and Procedures: Operational Audits

Kent's Operational Audit (OA) process involves a thorough review of each departmental and divisional operating procedures and internal controls. The process deals with broad performance issues, focusing on whether funds and resources have been economically, efficiently and effectively managed on behalf of our clients in order to fulfill our missions and objectives. Our OA process includes elements of a compliance audit, financial audit and an information systems audit. In particular, management audits examine and report on matters related to any or all of the following:

- the adequacy of management systems, controls and practices, including those intended to control and safeguard assets, to ensure due regard to economy, efficiency and effectiveness;
- the extent to which resources have been managed with due regard to economy, efficiency and effectiveness;
- the extent to which programs, operations or activities of an entity have been effective.

5.e. Training Methodology and Approach

Background screening is an essential component in our process for selecting high caliber officers for the Town of Miami Lakes. Initial conversations with current incumbent officers and new applicants provide an opportunity to evaluate demeanor, attitude and communication skills. Qualified candidates will advance to a formal interview with our recruiters and attend our orientation programs. Only those candidates who pass the "Kent Basics" course and written test will be considered.

Language Proficiency

Among many of the qualities assessed as part of the "Kent Basics" course is whether or not each candidate is fluent in English – both in speaking, writing and reading. We understand the importance of having educated guards who are capable of communicating verbally and in writing.

Kent guarantees that we will provide the Town of Miami Lakes with the industry's best-vetted, best-trained and best uniformed security officers, superior supervisors with the qualities and skills that one would expect from an industry leader, and a local response supported by our corporate resources – located in Coral Springs, Broward County and in North Miami, Miami-Dade County.

Background Checks and Drug Screening

Our Compliance Department, which reports up to our Human Resources Divisions, conducts background checks and drug testing on all employees and candidates. Working with an employment-screening firm allows us to ensure quality and allows for a quick turnaround time.

We offer a comprehensive range of background screening solutions that can be customized for virtually every type of industry and position. The core services include: background screening, drug testing and fingerprinting. We are also capable of conducting lie-detector tests, when necessary, as a condition of hire.

Our service providers are members of the National Association of Professional Background Screeners (NAPBS), Drug and Alcohol Testing Industry Association (DATIA), Substance Program Administration Association (SPAA), as well as Safe Harbor Certified.

Core Principles and Our Service Pledge

At Kent, our philosophy and tactical mission is to maximize each dollar spent by securing the best people with the most advanced technology and resources in the industry.

To get there, we know how important it is to have a unified, front-line team that is just as committed to being hospitable as they are about securing their post. As a condition of employment, every Kent professional adopts a set of core service values that we call the Kent "Principles of Outstanding Service." They are simple reminders of the deep financial and professional responsibilities entrusted to us by our customers.

Every Kent professional is in possession of a personal pledge card and is trained to deliver them and to live up to them each and every day on the job.



EACH DAY I WILL:

- · Put the client's needs ahead of my own.
- · Meet challenges with determination & enthusiasm.
- . Be kind, respectful and open-minded.
- · Set an example for others through my work ethic.
- Meet and exceed the Kent Principles of Outstanding Service.

<u>Active Senior Management</u> – No matter which services are entrusted to Kent, you will enjoy active supervision from senior management. We operate from the top down and a visible commitment from management drives the daily commitment of your on-site staff.

<u>Customized, Value-Based Solution</u> — We adapt our services to your specific business challenges to create the most cost-effective and operationally sound solutions. From the menu of services and products we deliver, to the uniforms our personnel wear and any specialized equipment or training you will need for your community, Kent will build it and make it specific to the Town of Miami Lakes.

<u>Unequalled Training</u> — Our Director of training trains our security personnel to be friendly yet formidable with military law enforcement and anti-terrorism expertise. All Kent personnel receive training and continuing education in hospitality-based five-star customer service standards, leadership, professional presentation, situation management and policies and procedures.

<u>Precise Talent Acquisition</u> – We are meticulous about personnel we bring to you. All Kent staff will be screened, drug tested and background-checked to ensure the criteria specified by the Town of Miami Lakes is met. When we find the right person, we believe in paying a mark above the rest, and as a result, we enjoy a well-populated pipeline of talent.

Monitoring/Accountability – At each site we service, we install technology to monitor officers. This includes Kent Guard Tour™ powered by Proxi-System, a web-based tracking system that is used on a smartphone or tablet. This system includes GPS geo-fencing technology, as well as guard tour applications and online reporting that can be viewed in real-time on the management dashboard portal. Our Quality Assurance team supports the training investment made in each officer by conducting routine, unannounced site visits. Scorecards are issued and quality standard adherence is rewarded. Through technology, our 24/7/365 Central Command Center can be interconnected to the Town of Miami Lakes supervisory, adding yet another layer of oversight.

<u>Fully Transparent Reporting</u> – Kent is a paperless operation! Your team will prepare and provide you with regular, web-based reports in all service areas. This includes cleanliness inspections, cost-analysis, an annual security assessment and evaluation, as well as quality assurance reports. Each guard completes their Daily Activity Reports (DARs), Incident Reports and Vehicle Inspection Reports on their tablet or smartphone – immediately emailing the file to their supervisor, your management team and the Director of Security. When and where appropriate, we will provide you with the trend reporting as well.

Class "D" Training & experience

- Copies of all Site Training requirements are kept on site, and available for immediate inspection, upon request, during normal business hours.
- A trainer provides standardized material and documentation of completion and results will be kept for each employee.
- Kent provides a minimum of eight (8) hours of orientation training, which includes as a minimum (per person):
- Legal Restrictions Problem solving exercise and policies related to confrontational situations and self-defense.
- Patrols: Methods of patrolling and the safe conduct of patrol rounds with guidance on notification of unsafe and security related issues.
- Report Writing: How to prepare, draft, review and submit relevant information for County personnel.
- Radio communication procedures Radio operations (routine and emergency situations), site specific procedures and terminology/protocol.
- Training will include appearance, courtesy, and customer service to the public. Security Guards will be familiar with site location details and be able to provide accurate directions to the public.
- Site orientation Policies, procedures, rules and regulations.
- Disaster, Evacuation Response and Contingency Training.
- Familiarization with the Town of Miami Lakes facilities and personnel and General Post Orders/Expectations.
- Alarm system orientation: Identification and discussion of various alarm devices found on City property, including responding to and dealing with security access alarms and the various types of alarms (to include procedures for securing the event)
- Copies of all Site Training requirements are kept on site, and available for immediate inspection, upon request, during normal business hours.
- Kent has an established training program in which all Security personnel have participated and are tested in. Employees who operate a vehicle or golf cart on site will complete and maintain a valid State of Florida approved Defensive Driving Certificate.
- A trainer provides standardized material and documentation of completion and results will be kept for each employee.
- Kent provides a minimum of twelve (12) hours of orientation training, which includes as a minimum (per person):
 - o Legal Restrictions Problem solving exercise and policies related to confrontational situations and self-defense.
 - o Patrols: Methods of patrolling and the safe conduct of patrol rounds with guidance on notification of unsafe and security related issues.
 - Report Writing: How to prepare, draft, review and submit relevant information for County personnel.
 - o Radio communication procedures Radio operations (routine and emergency situations), site specific procedures and terminology/protocol.

- O Training will include appearance, courtesy, and customer service to the public. Security Guards will be familiar with site location details and be able to provide accurate directions to the public.
- Kent provides a minimum of an additional twenty-eight (28) hours of training on:
 - O Site orientation Policies, procedures, rules and regulations.
 - o Disaster, Evacuation Response and Contingency Training.
- Kent provides on-the-job training in response to Security personnel needs and changing conditions to ensure they are performing to the satisfaction of the Town of Miami Lakes.
- Kent implemented a process for follow up and on-going training to ensure all employees remain aware of current rules, regulations, post order and other site specific requirements.

Kent management will provide additional on-site training for all personnel with the Tity of Miami Lakes on a quarterly basis at a minimum. All regularly assigned personnel will be required to attend these meetings semi-annually.

Mandatory Pre-Assignment Training:

Emergency Response (8 hours)

First Aid/CPR (8 hours)

Workplace Violence Training (2 hours)

Sexual Harassment Training (2 hours)

Fire Protection (3 hours)

Federal Blood Borne Pathogen Standards within ninety (90) days from date of assignment and certification in accordance with OSHA requirements.

Kent will provide 40 hours of pre-employment orientation and Class A Office High-rise Building training plus First Aid and CPR Certification at no cost to the Town of Miami Lakes.

This training needs to be completed prior to assignment.

Kent personnel will not be assigned until minimum training has been received which will include the following basic security techniques and report writing procedures:

Public Relations and Communications (2 hour)

Access Control Techniques (4 hours)

Patrol Techniques (2 hour)

Report Writing (4 hours)

Legal Aspects of Private Security / Employee Relations (4 hours)

We train our guards on: Report Writing, Safety and Fire Prevention, Patrol Methods, Police Authority and Jurisdiction (including Maritime Safety & Security) and Identification Procedures. The foundation of any sound security program is training. Kent Security Services recognizes this and is prepared to provide the Town of Miami Lakes with a tailored-made program that specifically addresses each position for screening and bag check. Our training program has a specific goal of improving each Kent Security officer's capabilities, capacity and performance. We have a highly sophisticated, national training team headed by Mr. Garrett Macrine.

Every facet of our training program is tailored to consistently deliver first-class security services to the Town of Miami Lakes and will address six specific areas:

- 1. Initial Kent Security Service Training
- 2. Hospitality / Service Ambassador Training
- 3. Behavior Pattern Recognition B.P.R
- 4. Job-specific On-Site Training
- 5. Terror Awareness Training/Recognition IED's
- 6. Continuing Education (Refresher Training)

Kent Security has long-recognized that the goal of training is to increase proficiency and build confidence. This is done in state-sanctioned, certified training centers with veteran training officers and state-of-the-art teaching materials to administer both the Unarmed and Armed license courses.

The following is the course outline for unarmed certification:

- Workplace Familiarization
- · Standard Shift Reports
- Interview Techniques
- Incident Reporting
- Types of Reports
- Quality and Accuracy in Writing
- Completing and Submitting Reports

-Conflict Resolution Awareness

- Recognizing Conflict
- Solution Considerations
- · Situational Dialogue
- Mutual Resolution Outcomes
- Active Shooter and Hostage Situations

-Legal Issues and Civil Liability; Security Officer's Legal Power and Limitations

- Statutory Legal Authority, Ch. 493 F.S.
- Private Property vs. Public Property
- Contractual Obligations / Responsibilities
- Negligence / Failure to Perform
- Use of Force / Arrest and Detention
- · Tort Law, Civil Law, Criminal Law

-Basic Emergency First Aid/AED/CPR HeartSaver® by the American Heart Association

- AED CPR Training: American Heart Association
- First Aid
- Limitations to Assisting
- Good Samaritan Act

-Emergency Procedures

- · School Lockdowns
- Power Outages
- Flooding Situations
- Fire Detection / Prevention
- Evacuation Procedures
- Emergency Communications
- Police, Fire, or Rescue Needs
- · Active Shooter
- Hurricane Preparedness (Florida)
- Natural Disaster Preparedness and Response (Blizzards, Tornadoes, Earthquakes, etc.)
- Post-Disaster Response and SOPs

-Ethics and Professional Conduct

- Code of Conduct
- Professional demeanor / Behavior
- Deportment
- Uniform Standards
- Confidentiality
- Duty Assignments
- Public and Human Relations
- Interpersonal Relations
- Supervision of Juveniles

-Patrol Techniques

- Foot Patrol
- Vehicular Patrol
- Bicycle Patrol
- Facility Ingress and Egress
- · Parking Management
- Crime and Accident Prevention
- Safety in the Workplace
- Crime Scene and Accident Scene Protection

-Proper Use of Equipment

- Proper Use and Responsibility
- Uniform Maintenance
- Use of CCTV Equipment
- · Proximity Guards, Degi Readers
- · Key Control
- Equipment Inventory
- Telephone and Radio Usage / Proper Care
- Reporting Equipment Deficiencies
- · Cleanliness of Work Area

-Disaster and Emergency Procedures

- Hurricane Preparation /Response
- · Tornados, Fires, Floods
- Disaster Security Operations
- Crowd Control
- Fire Detection, Suppression, and Life Safety

-Five-Star Service Ambassador Hospitality Training

- Review of "Kent Principles of Outstanding Service" Guidebook
- Review of Client's Core Values and Expectations
- · Defining Customer Service
- · Resolution of Customer Issues

All new officers that will be on this special security detail for the Town of Miami Lakes will be required to attend our Kent Security Orientation class. This multi-day class outlines our company's policies, procedures and culture. We provide the employee with a clear understanding of what is expected from them and the service and security levels we provide for the County. Customer Service training is emphasized as well as interpersonal communication and report writing in the course. Kent Security continues to exceed the state requirements by training and certifying all of its Security Officers with the cooperation of The American Heart Association in the use of AED's and CPR. This training not only occurs in the classroom, but also on site. This is conducted so that should an emergency arise, the officer has trained for it, using the same equipment, in the same location. Kent Security continues to offer an industry-leading program of additional training. Much of this curriculum is certified by the Department of Homeland Security, such as the "Get Ready Now!" program, or the Federal Emergency Management Agency's "Are You Ready?" instruction. Kent Security also partners with "Professional Security Training Network" (PSTN) for curriculum development, and refers to FEMA and OSHA for practice standards.

Kent Security strives to continuously improve our standards and procedures; and this philosophy is promoted company-wide. One of the ways we accomplish this is through our in-field security officers. Kent has developed a program that not only improves our officers' skill-set, but encourages our officers to continue striving forward, and this has contributed to improved retention. The Master Program is a 40-hour intensive course; intended for the most responsive and responsible officers, with a ninety percentile (90%) passing requirement.

FEMA / OSHA Standards * • Environmental Safety	4 hours
• Safety in the Workplace	2 hours
Hard Hat Areas, Safety Vests, Gloves, etc.	1 hour
• Radio Communications	1 hour
Adverse Working Conditions	2 hours
Recognizing Hazardous Situations	2 hours
• AED-CPR and First Aid	4 hours
Recognizing of dangerous substances and devices	2 hours
Bomb Threats	4 hours
Water Safety Techniques	2 hours
Hazmat *	2 Hours
Hazardous Material Identification and Recognition	4 hours
Specialized Equipment	1 hour
Material Safety Data Sheets (MSDS)	2 hours
• Fire Control Panels / Zone Recognition	2 hours
• Fire Prevention, Safety and Mitigation	4 hours
• Emergency Notification and Responses	2 hours
Disaster Preparedness *	
• Natural Disasters	2 hours
Security and Recovery Operations	2 hours
• Field Communications	2 hours
• Riot Preparedness	2 hours
• Safe Operation Methods	2 hours
Counter-Terrorism *	2000 2000-5-1-2000-200
Recognition and Awareness	2 hours
• History of Terrorism	2 hours
Objectives of Terrorist Organizations	2 hours
Pre Incident Indicators	2 hours
Common Terrorist Cell Organization	1 hour
Goals of Terrorist Organizations	1 hour
Common Characteristics	1 hour
• General Targets of Terrorism	2 hours
Reporting Possible Incidents	1 hour
Post-Incident Actions	1 hour
Active Shooter Response	2 hours
Customer Service Training *	
 Kent Core Values and Service Standards 	4 hours
• Five-Star Service Training – Delivering the WOW Experience	4 hours
 Screening Persons with Disabilities 	1 hour
Problem Solving	2 hours
Dealing with Aggressive People	2 hours
B.P.R Behavior Pattern Recognition MTSA	4 hours
• Recognizing Signs of Anger (Body Language)	3 hours
· Crowd Control	4 hours
Public and Human Relations	4 hours

 Bike and Vehicle Patrol and Operations 	12 hours
Bi-Annual Refresher Training	16 hours
Special Events or Circumstances*	
 Crowd Management and Control 	2 hours
Traffic Control and Direction	2 hours
Observation Skills	2 hours
Evacuation Procedures	2 hours
<u>Legalities</u> *	
 Security Officer Legal Authority 	1 hour
Search and Seizure	1 hour
Preserving and Protecting Evidence	1 hour
 Law Enforcement Liaison Crime Scenes 	1 hour
Powers of Arrest	1 hour
Technology *	
Biometric Time Management System	1 hour
 Point of View Camera Uploading and Protecting Data 	1 hour
TrackTik Live Operations	1 hour
• CCTV	2 hours
Alarm Systems	1 hour
Access Control	1 hour
 Video Analytics Software and iPad Alert System 	1 hour

Trainings are conducted on an on-going basis, and at least every quarter

Ongoing Training Courses

Kent Security Services continuing education is a key component in our personnel development plan and quality assuranc measures. At Kent Security, we believe in promoting officers who demonstrate superior abilities and dedication.

Training does not stop in the start-up phase, but rather Our Director of training offers a variety of courses both at our offices and on-site to assist with our officers' continuing education and pursuit towards excellence in their field.

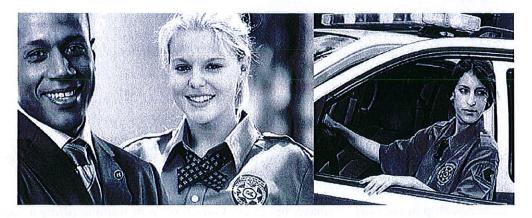
Our Kent Director of training is committed to provide on-site training at least once per quarter, while the road supervisorsF will be providing on-the-job training, mentoring and reinforcements daily.

5.f. Uniforms

Kent Security can offer a variety of uniforms for the Town of Miami Lakes to choose from. We can also co-brand the uniform so that is clear that our guards are not just security guards, but an extension of the Town of Miami Lakes brand.



The standard Kent uniform includes a blue button-down shirt and navy blue pants.



Kent will also provide each guard with alternative pants/shorts for those tasked with bicycle patrols, a winter jacket for cold weather, and a hat allowing for sun protection for outdoor posts.

5.g. Kent Security Vehicle and Credential Plan

Kent Security owns, manages and maintains a vast fleet of vehicles and extensive inventory of equipment at all times. These resources are available to our client's on-demand and in emergency response situations.

Vehicle and Patrol Fleet

Kent has fuel-efficient vehicles and SUV, marked and unmarked, that can come equipped with enhancements such as: light bars, GPS (standard in each vehicle), dashboard cameras, internally mounted IP cameras to monitor our guards and mounted computers/tablets.

We have a wide range of battery and fuel-operated golf carts and gators, supported by in-house mechanics and technicians to ensure that you are never left without properly functioning equipment.

We can also provide bicycles and Segways®, or similar roving equipment, where requested.

Kent will install the following enhancements one each rover vehicle, with management approvals, **AT NO ADDITIONAL COST** to The Town of Miami Lakes:

- Dashboard mounted cameras mounted on the interior windshield of the vehicle to monitor activity and record incidents and activity;
- Interior IP cameras to monitor the activities of the security officer inside the vehicle;
- GPS device in each vehicle to allow the Kent 24/7 Dispatch to monitor the whereabouts of our officers at all times, monitor idling and receive alerts when the vehicle has driven outside of the confines of the allowable area/zone;
- GPS device in each vehicle to allow management to access the route maps and checkpoints
 of each officer during their shift, reviewing how often they made it to their designated sites.

Credential Plan

Kent is responsible for securing all licenses and permits required by the laws of the State of Florida for personnel, including supervisory, managerial and other employees directly engaged in providing protection and preserving the peace.

6.a. Kent Security Recruitment Policy and Plan

Kent Security is committed to constantly improving the performance and efficiency of the company by recruiting high caliber Security Officers, who are the best applicants available for the job.

Our recruitment personnel adheres to policies that reflects the needs of our clients as well as internal policies. During the application process, applicants are required to complete Form I-9 to verify their identity and employment authorization. Acceptable documents are requested to verify their eligibility to work in the United States.

All Security Officers undergo a criminal background checks to identify applicants prone to unacceptable workplace behavior. This tool allows us to identify potential hiring risks for safety and security reasons, giving us the ability to provide clients with high caliber Security Officers. The Human Resources staff evaluates the results on a case-by-case basis. Applicants may be disqualified if the results reflect unacceptable behavior such as felony, sexual or domestic violence convictions and dishonorable military discharged.

Requirements:

- High school diploma or equivalent.
- Must be a minimum of 21 years of age.
- An active Florida Class D Security License is required.
- Proficient in English; able to read, write and communicate orally.
- Must possess a valid driver's license if driving company vehicles.
- Based on the position and/or post, Security Officers may possess:
 - ✓ A minimum of 3 or 5 years' of experience.
 - ✓ Prior military or law enforcement experience.
 - ✓ An associate or bachelor's degree.
 - ✓ A combination of the above.
- Good communication and customer service skills.
- Able to multitask.
- Able to stay calm under pressure.

A high standard of personal presentation is required from Security Officers at all times. Uniforms will be issued in accordance with the role and post. Security Officers are required to carry their Class D Security License while on duty along with the company identification card, which includes the Security Officers' name, picture, employee number, D License number, employee title and Kent Security name and logo.

Kent Security is an equal opportunity employer. We are committed to recruit without discrimination and harassment of any type without regardless of race, color, religion, age, sex, national origin, genetics, protected veteran status, sexual orientation, marital status, disability, or gender identity or expression, or any other characteristic protected by federal, state or local laws.

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA	} } SS:		
COUNTY OF MIAMI-DADE	} 55:		
I, the undersigned, h	ereby duly sworn, dep	pose and say that no portion	of the sum herein
NI/A		wn of Miami Lakes, its electory	
indirectly by me or any mem	11067 151115		
BEFORE ME, the und	ersigned authority, pe	rsonally appeared Gil Neun	nan to me well
known and known by me t Affidavit and acknowledged Affidavit for the purpose the	to and before me that	cribed herein and who execu t Gil Neuman	ted the foregoingexecuted said
WITNESS, my hand ar	nd official seal this $\frac{21}{}$	_day of March 201	<u>9</u> .
My Commission Expires:			
Camille A. Flores Notary Public State of Florida	at Large	CAMILLE A. FLORES Notary Public – State of Floric Commission # GG 194083 My Comm. Expires Apr 26, 20 Bonded through National Notary A	22

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

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

	This sworn statement is submitted to the Town of Miami Lakes
b	_v Gil Neuman, CEO
	[print individual's name and title]
fc	or Kent Security Service Inc.
	[print name of entity submitting sworn statement]
W	hose business address is
	14600 Biscayne Boulevard N. Miami Beach, FL 33181
aı	nd (if applicable) its Federal Employer Identification Number (FEIN) is $\frac{59-2234701}{1}$
(1	f the entity has no FEIN, include the Social Security Number of the individual
ci	gning this sworn statement

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who

has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.
- Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

V Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO

UNDERSTAND <u>THAT</u> I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

BEFORE ME, the undersigned authority, personally appeared Gil Neuman to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Gil Neuman executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 21 day of March 2019.

My Commission Expires:

Camille A. Flores

Notary Public State of Florida at Large

CAMILLE A. FLORES
Notary Public - State of Florida
Commission \$ GG 194083
My Comm. Expires Apr 26, 2022
Bonded through National Notary Assn.

NON-COLLUSIVE AFFIDAVIT

State of FL } County of Miami Dade } SS:	
Miami Dade } SS: County of }	
Gil Neuman	orn, deposes and says that:
CEO	
a) He/she is the Or Agent) of Kent Security Services	, (Owner, Partner, Officer, Representative , the Bidder that has submitted the
attached Proposal;	, the blader that has submitted the
	tion and contents of the attached Proposal and of all
pertinent circumstances respecting such Proposal; c) Such Proposal is genuine and is not collusive or	a sham Proposal;
d) Neither the said Bidder nor any of its officers, p	artners, owners, agents, representatives, employees
	n any way colluded, conspired, connived or agreed, or person to submit a collusive or sham Proposal in
	d Proposal has been submitted; or to refrain from
	any manner, directly or indirectly, sought by person
	r of any other Bidder, or to fix any overhead, profit, osal price of any other Bidder, or to secure through
any collusion, conspiracy, connivance, or unlawful a	agreement any advantage against (Recipient), or any
person interested in the proposed work; e)Price or prices guoted in the attached Proposa	al are fair and proper and are not tainted by any
collusion, conspiracy, connivance, or unlawful agre	ement on the part of the Bidder or any other of its
agents, representatives, owners, employees or part	ies in interest, including this affiant.
Signed, sealed and delivered in the presence of:	
Jerry Tollefsen	
Witness By:	79
Tom Sol Ben Hayoun	Veuman
Witness	(Printed Name)
	CEO
	(Title)
BEFORE ME, the undersigned authority, persona	Gil Neuman to me well known and
known by me to be the person described herein	
acknowledged to and before me that Gil Neuman therein expressed.	executed said Affidavit for the purpose
2.00 	March 2010
WITNESS, my hand and official seal this $\frac{21}{}$ da	y of March 2019
My Commission Expires:	CANNOT STORES
Camille A. Flores	CAMILLE A. FLORES Notary Public – State of Florida Commission # GG 194083
Notary Public State of Florida at Large	My Comm. Expires Apr 26, 2022 Bonded through National Notary Assn.

CONFLICT OF INTEREST AFFIDAVIT

State of FL } County of Miami Dade } SS:				
County of Miami Dade } 35:				
Gil Neuman being first duly sworn, deposes and says that he/she is the (Owner,				
Partner, Officer, Representative or Agent) of Kent Security Services Inc. , the Proposer that has				
submitted the attached Proposal and certifies the following;				
Proposer certifies by submitting its Proposal that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this Proposal or any compensation to be paid under or through the award of a contract, and that no Town employee, nor any elected or appointed official (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed official of the Town, may be a partner, officer, director or employee of Proposer, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any contract award containing an exception to these restrictions must be expressly approved by the Town Council. Further, Proposer recognizes that with respect to this solicitation, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to the Town. The terms "Proposer" as used herein, includes any person or entity making a bid or proposal to the Town to provide goods or services.				
Proposer further certifies that the price or prices quoted in the Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.				
Signed, sealed and delivered in the presence of:				
Jerry Tollefseh				
Witness				
Tom Sof Ben Hayoun Gil Neuman				
Witness (Printed Name)				
CEO				
(Title)				
BEFORE ME, the undersigned authority, personally appeared Gil Neuman to me well known and known				
by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Gil Neuman executed said Affidavit for the purpose therein expressed.				
WITNESS, my hand and official seal this 21 day of March , 2019				
My Commission Expires:				
Camille A. Flores CAMILLE A. FLORES Notary Public - State of Florida Commission # GG 194083				
Notary Public State of Florida at Large My Comm. Expires Apr 26. 2022 Bonded through National Notary Assn. Bonded through National Notary Assn.				



PUBLIC RELATIONS AFFIDAVIT

Bidder's N	lame: Kent Securit	y Services Inc.	Solicit	ation No.:	2019-13	
By execu	iting this affidavit, Pro	pposer discloses an	y personal or	business	relationship	or past
experience	e with any current Tow	n employee or elected	d representativ	e of the To	wn.	
Proposer	shall disclose to the To	wn:	n Yese e n ,			
a)	Any direct or indirect representative of the	t personal interests i Town.	n a vendor he	eld by any	employee or	elected
	Last name	First name		Relationship		
	Last name	First name		Relationship		
	Last name	First name		Relationship		
b)	Any family relationshi	ps with any employee	e or elected re	presentative	e of the Town	L
	Last name	First name	- www.eosary.com.eosar	Relationship		
	Last name	First name		Relationship		
	Me		3/21/2019			
	Authorized Signature	9	Date:			
///						
	Gil Neuman		CEO			
	Print Name		Title:			

COMPLIANCE WITH PUBLIC RECORDS LAW

The Town of Miami Lakes shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town of Miami Lakes.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.

- (a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statues, to release public records to members of the public upon request. CONTRACTOR acknowledges that TOWN is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.
- (b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - Keep and maintain public records that ordinarily and necessarily would be required by TOWN
 in order to perform the services required under this Agreement;
 - Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
 - 4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to TOWN in a format that is compatible with the information technology system of TOWN.
- (c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Kent Security Services	
Company Name: Kent Security Services	
Authorized representative (print): Gil Neuman	
Authorized representative (signature):	Date: 3/21/19
	, 1

CONTRACT EXECUTION FORM

This Contract 2019-13 made this day of	in the year, by and between the
Town of Miami Lakes, Florida, hereinafter called	d the "Town," and Kent Security Services Inc.
hereinafter called the "Contractor."	
IN WITNESS WHEREOF, the parties have first above written.	e executed this Agreement as of the day and year
Attest:	TOWN OF MIAMI LAKES
Ву:	Ву:
Gina Inguanzo, Town Clerk	Edward Pidermann, Town Manager
Legal Sufficiency:	
Ву:	Date:
Raul Gastesi, Town Attorney	
Signed, sealed and witnessed in the presence of:	CONTRACTOR
presence of.	Kent Security Services Inc.
e to the proof of	(Contractor's Name)
By: Ron Neumof	By:
	Name: Gil Neuman
	Title: CEO
	_{Date:} 3/21/2019

(*) In the event that the Contractor is a corporation, there shall be attached the original of the corporate resolution in the form contained in this Section, of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.

CERTIFICATE OF AUTHORITY (IF CORPORATION)

I HEREBY CERTIFY that at a meeting of the Board of Directors of		
Kent Security Services Inc. a corporation organized and existing under the laws of the		
State of FL held on theday of Warch a resolution was duly passed and		
adopted authorizing (Name) Gil Neuman as (Title) CEO of the		
corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested		
by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify		
that said resolution remains in full force and effect.		
IN WITNESS, WHEREOF, I have hereunto set my hand this 21, day of 3, 20, 19.		
Secretary: Orly Alexander		
CERTIFICATE OF AUTHORITY (IF PARTNERSHIP) I HEREBY CERTIFY that at a meeting of the Board of Directors of		
State of, held on theday of, a resolution was duly passed and adopted		
authorizing (Name)as (Title) of the to execute bids on		
behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official		
act and deed of the partnership.		
I further certify that said partnership agreement remains in full force and effect.		
I further certify that said partnership agreement remains in full force and effect.		
I further certify that said partnership agreement remains in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand this, day of, 20		

NOTARIZATION

STATE OF FL	
COUNTY OF Miami Dade	
The foregoing instrument was a	cknowledged before me this $\frac{21}{2}$ day of
March 20 19 by Gil Neur	nan, who is personally known
to me or who has produced	as identification and who (\Box did
/ □ did not) take an oath. Camille A. Flair	
SIGNATURE OF NOTARY PUBLIC STATE OF FLORIDA	
Camille A. Flores	CAMILLE A. FLORES Notary Public – State of Florida Commission # GG 194083
PRINTED, STAMPED OR TYPED	My Comm. Expires Apr 26, 2022 Bonded through National Notary Assn.

NAME OF NOTARY PUBLIC

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

- Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
- 4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

Kent Security Services Inc.	3/21/2019
Company Name:	Date
1 Por	
Authorized Signature:	
Gil Neuman	
Printed Name and Title	

CORPORATE RESOLUTION

WHEREAS, Kent Security Services Inc. desires to enter into Contract 2019-13 with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF

DIRECTORS that the CEO

(type title of officer)

Gil Neuman

(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this 21 day of 3 20^{2019} .

Orly Alexander

Corporate Secretary

(Corporate Seal)



ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation No.: 2019-1	3
Listed below are the dates of issue for each Addendor Addendum No. 1 Addendum No. 2 Addendum No. 3 Addendum No	Dated 3/06/2019 Dated 3/15/2019 Dated 3/26/2019 Dated Dated
Addendum No	Dated Dated
Addendum No	Dated Dated
Addendum No	Dated
☐ No Addendum issue	d for this Solicitation
irm's Name: Kent Security Services Inc.	
uthorized Representative's Name: Gil Neuman	- ;
itle: CEO	
uthorized Signature:	



RFP 2019-13

Security Guard Services for Special Taxing Districts

Addendum #1

Due Date: 3:00 PM, March 26, 2019

This addendum is incorporated into and made a part of the Request for Proposal ("RFP"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. <u>Underlined</u> word(s) indicate additions. Deletions are indicated by strikethrough.

Questions and Answers:

1. How many vehicles are required for this contract?

Response: Currently, only one STD, Loch Lomond, uses a roving guard in a patrol vehicle. This may be subject to change throughout the term of the contract depending on the service level recommendations provided by the special taxing district advisory committees.

2. Does the Town require one (1) security officer for each guard house in the Royal Oaks locations for 168 hours each?

Response: Yes, the Town requires that each guardhouse within one of the stated STDs, See Section B2 of the Contract, be staffed with at least one (1) security officer at all times, twenty-four hours a day, seven days a week. Guard assignments and shifts must be assigned in accordance with the Contract Documents with respect to work schedules, break periods, and maximum hours on shift. See Section B11 of the Contract.

3. Is there a bid bond or performance bond required with submission of this proposal?

Acknowledgement:

Gil Neuman

Name of Signatory

Title

Signature

Name of Bidder

Services Tree.

Date Posted: March 6, 2019



RFP 2019-13

Security Guard Services for Special Taxing Districts

Addendum #2

Due Date: 3:00 PM, March 26, 2019

This addendum is incorporated into and made a part of the Request for Proposal ("RFP"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. <u>Underlined</u> word(s) indicate additions. Deletions are indicated by strikethrough.

Clarification:

1. This addendum is issued, in part, to provide the Fiscal Year 2018-2019 Adopted Budget for the Special Taxing Districts as an attachment hereto and provided separately.

Questions and Answers:

1. What security company is currently providing service?

Response: The current companies providing security guard services are Kent Security Services and FPI Security, LLC.

2. What are the responsibilities of the security officer per location?

Response: See Section B8 of the Contract. Depending on the needs of each STD location, the Town of Miami Lakes ("Town") may require slight variations, to be issued in the NTP, Post Orders, or other communications.

3. What are the current shifts being worked by location?

Response: The current shifts are as follows: 7AM-3PM, 3PM-11PM, and 11PM to 7AM. Establishing work schedules is the responsibility of the Contractor and all work schedules must be in compliance with Section B11.02 of the Contract.

4. What is the current staffing by location?

Response: The current staffing by location is as follows:

- Miami Lakes Section 1 1 security guard posted in the on-site gatehouse
- Miami Lakes Loch Lomond 1 security guard posted in the on-site gatehouse, 1 security guard in a roving vehicle
- Royal Oaks Section 1 1 security guard posted in each on-site gatehouse for a total of 2 security guards
- Royal Oaks East 1 security guard posted in each on-site gatehouse for a total of 2 security guards

Date Posted: March 15, 2019

5. What is the current budget?

Response: See clarification #1 above.



6. Will the Town pay for overtime during "unusual or emergency conditions?

Response: Under Section 11.02(1) of the Contract, it states that security guards are authorized to deviate from prescribed schedules only when unusual or emergency conditions exist. The intent of this section is to prevent guards from deviating from the previously posted work schedule. However, the language about "unusual or emergency conditions" is included to allow guards to stay past the schedule when circumstances require it, but it is intended to be an exception to the rule. As such, the Town will not pay overtime for these occasions as it would create an incentive for guards to stay past their shift.

7. Will the Town of Miami Lakes pay "Holiday Pay?"

Response: Yes. The Town will pay 1.5x the hourly rate on recognized holidays.

8. If so, what are the recognized holidays?

Response: The Town recognizes the following holidays: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday After Thanksgiving, and Christmas Day.

9. What are the hours for level 1 and level 2 security guards?

Response: There is no specified hour amount for level 1 or level 2 security guards. Per the ordinances that create and govern the operation of the subject special taxing districts, each year the Town will meet with a committee of residents to discuss service level adjustments for the following year. This contract is designed to allow flexibility for each special taxing district to decide what level of service it requires in subsequent years. As such, some special taxing districts may opt to use only level 1 guards at all posts, while another may opt to use all level 2 guards or a combination thereof. Therefore, the Town does not have a specific requirement for hours by security guard level.

10. Is a Certificate of Use and BTR required for this proposal?

Response: See Section D3 of the RFP.

11. Current contractor's original response to the RFP?

Response: Services are currently being provided through two piggybacked contracts. Therefore, the Town is not in possession of the incumbent contractors' original responses as the Town has not issued an RFP for these services in the past.

Acknowledgement:

Name of Signatory

Title

Date

Signature

Kent Security Services . Inc.

Name of Bidder



RFP 2019-13

Security Guard Services for Special Taxing Districts

Addendum #3

Due Date: 3:00 PM, March 26, 2019

This addendum is incorporated into and made a part of the Request for Proposal ("RFP"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. <u>Underlined</u> word(s) indicate additions. Deletions are indicated by strikethrough.

Clarification:

- Section B6.02, General Requirements, Item #9, is hereby amended as follows:
 "At the request of the Town, provide a security guard, designated as a full-time
 Site Supervisor, for each guardhouse, who shall inspect specified locations at
 least once per shift, seven days per week."
- 2. Section B5, Term, is hereby amended as follows:

"In the event the Town exercises such right, all terms and conditions, and requirements of the Agreement, including all costs, shall remain the same as specified in the Agreement and apply during the renewal period(s)."

- 3. Section B17, Compensation, is hereby amended as follows:
 - "Within ten (10) business days after the anniversary of the contract execution date each year, the Contractor may request a price increase not to exceed the Bureau of Labor Statistics "All Items" category (CPI-U index for Miami-Dade County) within the last 12-month period. Failure to make a request within the above time frame shall be considered a waiver of the Contractor's ability to make such request. The Town will evaluate such requests to determine if an increase should be approved. Notwithstanding the above, in no event shall any such increase exceed three percent (3%) per request."
- 4. Form PP Price Proposal is hereby revoked and replaced with Form PPR-1 Price Proposal, attached hereto and provided as a separate attachment.
- 5. The due date for this RFP is hereby extended from 3:00PM, March 26, 2019 to 4:00PM, March 29, 2019.

Questions and Answers:

- Does the Town of Miami Lakes ("Town") require the security Contractor to provide any additional equipment other than radios, flashlights/batteries, and a vehicle?
 - Response: See Section B10.02, Contractor Supplied Items, of the Contract.
- 2. Will the Contractor be responsible for providing only one (1) vehicle?
 - **Response:** See Section B6.02, General Requirements, Item #6. The Town may request more than one (1) roving guard, in which case, the Contractor will have to provide more than one (1) vehicle.



- 3. What make and model of vehicle should be provided by the Contractor?
 - **Response:** See Section B6.02, General Requirements, Item #6. The Contractor may utilize any vehicle that is distinguishable from any police vehicle agency within the Town.
- 4. How many total hours of "roving guard" patrol per week will the contractor be expected to provide?

Response: There is no set number of hours for the roving guard. Each year, the Town meets with a committee that is appointed to each STD that is tasked with recommending adjustments to the level of service. This Contract is designed to be flexible enough to meet the desired level of service each year.

- 5. Will all six (6) guardhouses require a full-time supervisor?
 - **Response:** See Clarification #1 above. The Town may request a site supervisor that will be in charge of supervising multiple sites that are in close proximity of each other.
- 6. The contract term is for three (3) years but the pricing is not broken down by year. Is the contractor expected to provide pricing for year 1, year 2, and year 3?
 - Response: See Clarification #1 and Clarification #2 above.
- 7. What are the current hourly rates Kent Security and FPI security are billing the Town for "Security Guard," Security Guard Supervisor" and "Roving Guard?"

Response: The billing rates are as follows:

Kent Security Services, Inc.

- Security Guard \$20.82/hr
- Site Supervisor \$20.75/hr
- Patrol Car \$1.51/hr

FPI Security Services, Inc.

- Security Guard \$14.35/hr
- 8. Are the current existing contracts bound by the Miami-Dade County Living Wage Ordinance?
 Response: The Miami-Dade Contract the Town is currently accessing is bound by the Living Wage Ordinance. However, the Pembroke Pines Contract is not. The Contract the Town will be awarding will also not be bound by the Living Wage Ordinance.
- 9. Is the Town's intent to award one (1) contract?
 - **Response:** See Section C5, Award of a Contract, of the Contract. The Town reserves the right to execute or not execute, as applicable, a Contract with the Successful Proposer(s), where it is

Date Posted: March 21, 2019



determined to be in the Town's best interest. The may award one or more Contracts depending what is determined to be in the Town's best interest.

10. Does this current RFP have any set minimum pay rates?

Response: No. This RFP does not have any set minimum pay rates, other than what is provided for by applicable law.

11. Will a letter from the insurance agent handling the company's insurance policies meet the requirements of the RFP?

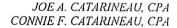
Response: Yes, provided that the letter proves that the company either meets the required insurance policy limits required by the contract or has the capability to acquire the insurance policy limits required by the Contract.

12. In Miami Lakes Section 1, why is the guard hourly billing lower than the other Special Taxing Districts?

Response: See response to question #8. The security guard services provided at Miami Lakes Section 1 under the Pembroke Pines Contract is not bound by the Living Wage Ordinance and therefore, is a lower hourly rate.

Acknowledgement:	
Gil Neuman	1 co
Name of Signatory	Signature
CEO	Kent Security Services Inc.
Title	Name of Bidder
03/27/2019	
Date	

Date Posted: March 21, 2019





Email: accountants@catarineaucpa.com www.catarineaucpa.com

8000 S.W. 117th AVENUE, SUITE 204 • MIAMI, FLORIDA 33183 • PHONE (305) 596-7883 • FAX (305) 596-4577

Independent Accountant's Review Report

To the Officers and Directors of Kent Holding Group, Inc. and Affiliates North Miami Beach, Florida

We have reviewed the accompanying combined financial statements of Kent Holding Group, Inc. and Affiliates (the "Company"), which comprise the balance sheets as of December 31, 2017, and the related combined statements of income, changes in equity and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the combined financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the 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.

Accountant's Responsibility

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Supplementary Information

The supplementary information included in the accompanying Schedules I - IV of consolidating balance sheets, combining balance sheets, consolidating statement of income and equity, and combining statement of income and equity is presented for purposes of additional analysis and is not a required part of the basic financial statements. The information is the representation of management. We have not reviewed the information and, based on our review, we are not aware of any material modifications that should be made to the information in order for it to be in accordance with accounting principles generally accepted in the United States of America. We have not audited the information and, accordingly, do not express an opinion on such information.

Catarineau & Livers, P.A.
Catarineau & Givens, P.A.

Miami, Florida 33183

June 22, 2018

Kent Holding Group, Inc. and Affiliates Combined Balance Sheet December 31, 2017

ASSETS

CURRENT ASSETS:	
Cash	2,766,282
Accounts receivable, net of allowance for doubtful accounts	5,954,781
Prepaid expenses	496,130
Unbilled revenues	582,213
Inventory	64,230
Due from employees	11,959
Other current assets	184,746
Total Current Assets	10,060,341
PROPERTY AND EQUIPMENT, NET (Note 4)	1,100,831
OTHER ASSETS:	
Deposits	133,801
Other receivables (Note 3)	350,000
Mortgage escrow	16,562
Total Other Assets	500,363
TOTAL ASSETS \$	11,661,535
LIABILITIES AND EQUITY	
CURRENT LIABILITIES:	
Accounts payable - trade \$	1,423,756
Payroll taxes payable	(872)
Accrued expenses	1,953,669
Current portion of notes payable (Note 6)	134,357
Line of credit (Note 5)	1,000,000
Other current liabilities	177,827
Total Current Liabilities	4,688,737
LONG TERMINARY ITER	
LONG-TERM LIABILITIES:	122.956
Uniform deposits Notes payable, net of current portion (Note 6)	132,856
Total Long-term Liabilities	1,537,629
Total Long-term Liabilities	1,070,483
EQUITY:	
Partner capital	1,492,995
Shareholder's equity:	
Common stock (Note 9)	113
Additional paid in capital	2,267,628
Retained earnings	1,541,577
Total Equity	5,302,313
TOTAL LIABILITIES AND EQUITY \$	11,661,535

Kent Holding Group, Inc. and Affiliates Combined Statement of Income For the Year Ended December 31, 2017

SALES	\$	48,620,231
COST OF SALES		38,280,532
GROSS PROFIT		10,339,699
OPERATING EXPENSES:		
Selling, general and administrative expenses	_	8,790,136
INCOME FROM OPERATIONS		1,549,563
OTHER INCOME (EXPENSE):		
Interest income		3,510
Interest expense	-	(108,630)
Total Other Income (Expense)	_	(105,120)
NET INCOME	\$_	1,444,443



Re: Kent Security Services, Inc.

To whom it may concern:

Tanenbaum Harber Insurance Group has received and reviewed the insurance coverages requested and confirm all coverages are in place in accordance with the bidding contract requests.

Any further information or questions, please contact Alina Larraz, CPCU as the agent for Kent Security Services, Inc.

Thank you,

Alina Larraz, CPCU Vice President



CERTIFICATE OF LIABILITY INSURANCE

01/28/2019

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

	nis certificate does not confer rights to	o the		ficate holder in lieu of su -883-2900	CONTA	Orsement(s)	CPCIL AAL CRI	8		
PRODUCER 954-883-2900 Tanenbaum Harber of Florida				CONTACT Alina Larraz, CPCU, AAI, CRIS NAME: PHONE DEA 292 2000						
2900 Mira	0 SW 149th Avenue amar, FL 33027-6605				PHONE (A/C, No, Ext): 954-883-2900 FAX (A/C, No): 954-517-7400 E-MARESS: alarraz@thflorida.com					
Alin	a Larraz, CPCU, AAI, CRIS				ADDRE	ss: alarraz@	umoriua.co	UIII		
							The state of the s	RDING COVERAGE		NAIC#
COLUMN CO			INSURER A: Arch Specialty Insurance Co.					21199		
INSURED Kent Security Services, Inc. 14600 Biscayne Blyd. North Miami, FL 33181-1212				INSURER B : Michigan Comm'l Ins Mutual					10998	
						INSURER C : Arch Insurance Company INSURER D : Federal Insurance Company				11150
					INSURE	RD: Federal	Insurance	Company		20281
						INSURER E : Evanston Insurance Co.				35378
					INSURE	RF:				
				NUMBER:				REVISION NUMBER:		
CE	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH I	PERT POLI	REME AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN'	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPE D HEREIN IS SUBJECT TO	OT TO	WHICH THIS
INSR LTR		INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	4 000 000
Α	X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	S	1,000,000
	CLAIMS-MADE X OCCUR			BSPKG2086608		11/12/2018	11/12/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	s	100,000
	V Brof Linh							MED EXP (Any one person)	s	5,000
	X Prof Liab							PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	5,000,000
	POLICY PRO: LOC							PRODUCTS - COMP/OP AGG	\$	5,000,000
_	OTHER:								s	
С	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	s	1,000,000
	X ANY AUTO		ļ	BSPKG0293302		11/12/2018	11/12/2019	BODILY INJURY (Per person)	s	
	OWNED AUTOS ONLY SCHEDULED AUTOS							BODILY INJURY (Per accident)	s	
	X HIRED ONLY X NON-OWNED							PROPERTY DAMAGE (Per accident)	s	
								Comp/Coll Ded	\$	1,000 Each
A	X UMBRELLA LIAB X OCCUR	1,155						EACH OCCURRENCE	s	5,000,000
	EXCESS LIAB CLAIMS-MADE			BSPKG2086707		11/12/2018	11/12/2019	AGGREGATE	\$	5,000,000
	DED X RETENTION\$ 10,000								s	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							X PER OTH-		
				WC10000173622019A		01/26/2019	01/26/2020	E.L. EACH ACCIDENT	s	100,000
	(Mandatory in NH)	N/A						E.L. DISEASE - EA EMPLOYEE	\$.	100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	s	500,000
D	Crime/ Ded \$5,000			82371683		10/12/2018	10/12/2019	Crime		1,000,000
E	Excess Empl. Liab.			3EN8774		01/26/2019	01/26/2020	Refer to		Notes
	1									
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICE	LES (A	CORD	101, Additional Remarks Schedu	le, may be	attached if more	e space is require	ed)		
CE	RTIFICATE HOLDER				CANC	ELLATION				
				PROOF07					ANGE	LED DESCRE
								ESCRIBED POLICIES BE C		
	Proof of Coverage				ACC	ORDANCE WI	TH THE POLIC	EREOF, NOTICE WILL OF PROVISIONS.		

AUTHORIZED REPRESENTATIVE

NOTEPAD

INSURED'S NAME Kent Security Services, Inc.

KENTSE1 OP ID: PR PAGE 2 Date 01/28/2019

Insurance Co: E - Evanston Ins Co. Pol Type: Excess Employer's Liability Policy No. 3EN8774 Effective Date: 01/26/2019 to 01/26/2020

Limits:

Each Accident \$900,000 Bodily Injury by Accident Policy Limit \$500,000 Bodily Injury by Disease Each Employee \$900,000 Bodily Injury by Disease