

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: February 23, 2026

Presenter's Name and Title: Shaun Persad, Utilities Services Manager, and Alicia Ayum, Procurement Director

Prepared By: Shaun Persad, Utilities Services Manager, Utilities

Temp. Reso. Number: 8635

Item Description: Temp. Reso. #R8635 APPROVING AWARD OF INVITATION FOR BID NO. 26-002, ENTITLED "ARMED SECURITY GUARD SERVICES" TO SECURTEC OF FLORIDA LLC, IN AN ANNUAL AMOUNT NOT-TO-EXCEED \$740,597.36, FOR AN INITIAL THREE (3) YEAR TERM WITH TWO (2) OPTIONAL ONE (1) YEAR RENEWAL PERIODS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT. *(Shaun Persad, Utilities Service Manager and Alicia Ayum, Procurement Director).*

Consent Resolution Ordinance Quasi-Judicial Public Hearing

Instructions for the Office of the City Clerk: Agreement to be signed at the Dias.

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within _____ feet of the property on _____
(fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes No

REMARKS: For FY26 the projected start date for services will be March 1, 2026. For FY26 Funding is available in Utilities Accounts 410-55-100-536-000-603455 – \$127,964.06, 410-55-554-533-130-603455 – \$127,964.06 and 410-55-554-533-140-603455 – \$127,964.06 "Security Services", and funding in the amount of \$48,122.95 is available in Building Planning and Zoning's account 001-41-404-524-000-603400 "Contract Svcs-Other". For FY27, funding will be available in the Utilities Accounts as follows: 410-55-100-536-000-603455 - \$ 219,366.96; 410-55-554-533-130-603455 - \$ 219,366.96 and 410-55-554-533-140-603455 - \$ 219,366.96 "Security Services", and funding in the amount of \$82,496.48 will be available from Building Planning and Zoning's account 001-41-404-524-000-603400 "Contract Svcs-Other" pending the approval of the FY27 budget.

Content:

- **Agenda Item Memo from the City Manager to City Commission**

- **Resolution TR8635**
 - **Exhibit A:** Agreement with Securtec of Florida LLC
- **Attachment(s)**
 - **Attachment 1:** Final Bid Tab, IFB 26-002
 - **Attachment 2:** IFB 26-002 – Armed Security Guard Services



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners
FROM: Dr. Roy L. Virgin, City Manager 
BY: Francois Domond, P.E. Director of Utilities
DATE: February 12, 2026
RE: Temp. Reso. No. 8635 - Armed Security Guard Services

RECOMMENDATION: The City Manager recommends approving the award of Invitation For Bid No. 26-002, entitled “Armed Security Guard Services”, to Securtec of Florida LLC. in an annual not-to-exceed amount of \$740,597.36 for an initial three (3) year term with two (2) optional one-year renewal periods.

ISSUE: City Commission approval is required for expenditures exceeding \$75,000 in accordance with City Code Section 2-412(a)(1).

BACKGROUND: The City utilizes contracted security guard services to safeguard assets and ensure the safety of employees and visitors. On July 7, 2021, the City Commission adopted Resolution 21-124, awarding Unarmed Security Guard Services to Bright Light Security Services LLC, and subsequently renewed it. The original agreement provided Unarmed Security Guard Services for the Miramar Cultural Center ArtsPark, the Wastewater Reclamation Facility, and the Multi-Service Complex.

Due to heightened security needs, the City determined that Armed Security Guard Services are necessary to enhance the protection of the Utilities Department's critical infrastructure. Twenty-four-hour, seven-day-per-week (24/7) armed security guard services are required at the West Water Treatment Plant (W-WTP), the Wastewater Reclamation Facility (WWRF), and the East Water Treatment Plant (E-WTP). Armed security guard services are also required at the Building, Planning, and Zoning Department and at all other designated facilities during regular business hours, holidays, weekends, and special events, as required.

DISCUSSION: On October 16, 2025, the City of Miramar advertised IFB No. 26-002, for “Armed Security Guard Services” on Demandstar. A mandatory pre-bid was conducted on October 23, 2025, and on November 25, 2025, the Bid Opening Date, fourteen bids were received and reviewed by the Procurement Department.

The bids were evaluated in accordance with the minimum qualifications of the bid, and references were verified. Securtec of Florida LLC is deemed the lowest, responsible, and responsive bidder, with a bid price of \$658,100 for the three Utilities Department locations and \$82,496.48 for additional locations, as required, for an annual total not to exceed \$740,597.36.

ANALYSIS: The City of Miramar utilizes security guard services across multiple municipal facilities to ensure the safety of City staff, the protection of public property, and the security of all visitors.

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**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF INVITATION FOR BID NO. 26-002, "ENTITLED ARMED SECURITY GUARD SERVICES," TO SECURTEC OF FLORIDA LLC IN AN ANNUAL NOT-TO-EXCEED AMOUNT OF \$740,597.36 FOR AN INITIAL THREE (3) YEAR TERM WITH TWO (2) OPTIONAL ONE-YEAR RENEWAL PERIODS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ANY RELATED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City utilizes contracted security guard services to safeguard assets and ensure the safety of employees and visitors; and

WHEREAS, the original agreement provided Unarmed Security Guard Services for the Miramar Cultural Center ArtsPark, the Wastewater Reclamation Facility, and the Multi-Service Complex; and

WHEREAS, due to heightened security needs, the City determined that Armed Security Guard Services are necessary to enhance protection of critical infrastructure; and

WHEREAS, twenty-four-hour (24), seven-day-per-week (24/7) armed security guard services are required at the West Water Treatment Plant ("W-WTP"), the Wastewater Reclamation Facility ("WWRF"), and the East Water Treatment Plant (E-WTP). and the East Water Treatment Plant ("E-WTP"); and

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WHEREAS, armed security guards are also required at the Building, Planning and Zoning Division during regular business hours and all other designated facilities during regular business hours, holidays, weekends, and special events, as required: and

WHEREAS, on October 16, 2025, the City of Miramar advertised IFB No. 26-002, for “Armed Security Guard Services” on Demandstar; and

WHEREAS, on November 25, 2025, the Bid Opening Date, fourteen (14) bids were received and reviewed by the Procurement Department. Securtec of Florida LLC. is deemed as the lowest, responsible, and responsive bidder with an annual bid price of \$740,597.36; and

WHEREAS, City Commission approval is required for expenditures exceeding \$75,000 in accordance with City Code Section 2-412(a)(1); and

WHEREAS, the City Manager recommends approving the award of Invitation For Bid No. 26-002, entitled “Armed Security Guard Services”, to Securtec of Florida LLC. in an annual not-to-exceed amount of \$740,597.36 for an initial two (2) year term with three (3) optional one-year renewal periods; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents, of the City of Miramar, to approve the Award of Invitation For Bid (“IFB”) No. 26-002, entitled “Armed Security Guard Services, to “Securtec of Florida LLC in an annual not-to-exceed amount of \$740,597.36 for an initial three (3) year term with two (2) optional one-year renewal periods, and to authorize the City Manager to execute an appropriate agreement in substantial conformity with Exhibit “A,” attached hereto.

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**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
MIRAMAR, FLORIDA AS FOLLOWS:**

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution

Section 2: The City Manager approves the award for Invitation for Bid No. 26-002, entitled “Arm Security Guard Services” to Securtec of Florida LLC in an annual not-to-exceed amount of \$740,597.36 for an initial three (3) year term with two (2) optional one-year renewal periods.

Section 3: That the City Manager is authorized to execute to an appropriate agreement in substantial conformity with Exhibit “A.”

Section 4: That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

Section 5: That this Resolution shall become effective upon adoption.

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PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

| <u>Requested by Administration</u> | <u>Voted</u> |
|-------------------------------------------|---------------------|
| Commissioner Maxwell B. Chambers | _____ |
| Commissioner Avril Cherasard | _____ |
| Vice Mayor Yvette Colbourne | _____ |
| Commissioner Carson Edwards | _____ |
| Mayor Wayne M. Messam | _____ |



**AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA
AND
SECURTEC OF FLORIDA LLC
FOR ARMED SECURITY GUARD SERVICES
IN MIRAMAR, FLORIDA**

THIS AGREEMENT (the "Agreement") is entered into and dated _____, 20____, by and between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and Securtec of Florida, LLC (the "Contractor"), a Florida corporation whose address is 19505 Biscayne Boulevard, Suite # 2350 Aventura, FL 33180.

WITNESSETH:

WHEREAS, on _____, by Resolution No. _____, the City Commission approved the award of Invitation to Bids No. 26-002 (the "IFB"), entitled "Armed Security Guard Services" (the "Work" or "Services"), to Contractor as the lowest, responsible, responsive Bidder(s) whose bid(s) is/are in the best interest of the city; and

WHEREAS, the City intends to contract for the Services related to the Work and desires to engage the services of Contractor for this purpose; and

WHEREAS, the Contractor desires to contract with the City to provide the Services as set forth in the IFB terms of which are incorporated and made a part hereof, including all definitions set forth therein.

NOW THEREFORE, the City and Contractor, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which is acknowledged, agree as follows:

ARTICLE 1
DEFINITIONS

Except as provided herein, terms used in this Agreement are defined in the IFB, which is deemed fully incorporated herein for all purposes, and have the meanings indicated in the IFB or in the General Terms and Conditions incorporated herein by reference. In the event of conflict, the definitions and all other terms and conditions contained in the IFB shall govern.

ARTICLE 2

SCOPE OF SERVICES

Contractor agrees to provide the following Services to the City (the “Services”) during the Term of this Agreement:

This Agreement is subject to, and Contractor shall provide Services in accordance with the Scope of Services, terms, conditions and requirements of City of Miramar Invitation for Bid (“IFB”), the Contractor’s Bid, as accepted by the City, and any subsequently negotiated changes to same, which documents or agreements are incorporated by reference herein. In the case of any conflict between the provisions of this Contract, the Bid and the Bid Response, the conflict shall be resolved in the following order of priority: terms of this Contract; terms of the Bid; terms of the Bid Response.

Contractor represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in the manner described in **Exhibit “1”**.

Estimates/Quotations:

All requests for related Services not covered under this Agreement shall be submitted in writing prior to any Work being undertaken or approved. The estimate must include a detailed list of the Work to be completed, listed item by item, and location where Work is to be performed. Estimates/quotations are to be submitted electronically, if desired, to the City to secure Purchase Order approval prior to the Work being performed, and such Work shall not exceed 15% of annual Contract for Services.

ARTICLE 3

CONTRACTOR AND CITY’S RELATIONSHIP

3.1 The Contractor accepts the relationship of trust and confidence established between it and the City by this Agreement. The Contractor represents that it will furnish its best skill and judgment in performing the Contractor’s Services and the Work and shall always act to further the interest of the City in the expeditious completion of the Project, at the lowest responsible cost to the City, and in strict accordance with the Contract Documents and prudent and customary industry practices.

3.2 By signing this Agreement, the Contractor accepts a fiduciary duty with the city and warrants and represents to the City that the Contractor:

- A. Has all licenses and certifications required by applicable law to perform the Contractor's Services and the Work
- B. Is experienced in all aspects of the Work required for projects similar to the Project
- C. Will act in the City's highest and best interest in performing the Contractor's Services and the Work; and
- D. That no employee or affiliate of the Contractor, including all Subconsultants, Subcontractors and Suppliers, at any tier, has been convicted of a public entity crime pursuant to Section 287.133, Florida Statutes, within the preceding 36 months from the date of execution of this Agreement.

3.3 The Contractor acknowledges and agrees that the City is relying on these representations and covenants as a material inducement to enter into this Agreement.

ARTICLE 4 TERM

The term of this Agreement shall commence upon the date this Contract is executed by both parties and shall run for three years, with the City having the option to renew the Agreement, on an annual basis, for up to two additional one-year renewal terms, unless terminated earlier pursuant to Article 7 of this Agreement. The Chief Procurement Officer may authorize up to a 90-day extension of this Contract in accordance with its terms and conditions, and the City Manager or designee is authorized to extend this Agreement, for operational purposes only, for a maximum of 180 days.

ARTICLE 5 PAYMENT PROCEDURES

The Contractor shall submit periodic invoices for the Goods and Services provided to The City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, FL 33025. The date of the invoice shall not exceed 30 calendar days from the date of acceptance of the Goods and Services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or Services, unless otherwise agreed to. All invoices shall reference the appropriate Contract number, the address where the commodities were delivered or the Services performed, and the corresponding acceptance slip that was signed by an authorized representative of the City when the Goods and/or Services were delivered and accepted. Payment by the City shall be made within 30 days after receipt of Contractor's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the City require one to be performed.

ARTICLE 6 INDEMNIFICATION

6.1 To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify, defend, and hold harmless the City, the Engineer, and their officers,

directors, agents, and employees, against and from all claims and liability arising under, by reason of or incidental to the Agreement or any performance of the Work, but not from the sole negligence or willful misconduct of the City and/or the Engineer. Such indemnification by the Contractor shall include but not be limited to the following:

- A. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor, its employees, or agents in the performance of the Work, or in guarding or maintaining the same, or from any improper Materials, implements, or appliances used in the Work, or by or on account of any act or omission of the Contractor, its employees, or agents
- B. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the Contractor's or Subcontractor's own employees engaged in the Work resulting in actions brought by or on behalf of such employees against the City and/or the Engineer
- C. Liability or claims arising directly or indirectly from or based on the violation of any Law, ordinance, Regulation, order, or decree, whether by the Contractor, its employees, or agents
- D. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its employees or agents in the performance of this Agreement, of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Agreement
- E. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the City or any other parties by the Contractor, its employees or agents
- F. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor, its employees or agents; and
- G. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.

6.2 The Contractor shall reimburse the City and the Engineer for all costs and expenses (including but not limited to fees and charges of Engineers, architects, attorneys, and other professionals and court costs) incurred by the City and the Engineer in enforcing the provisions of this indemnification.

6.3 This indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts, or insurance coverage.

6.4 The Contractor acknowledges receipt and the adequacy of the specific consideration in the amount of \$100.00, which sum was included in the total Bid Price and is included in the Contract Price to be paid by City to the Contractor as consideration for the indemnification given by the Contractor to the City.

6.5 Nothing in this Agreement shall be deemed or treated as a waiver by the

City of any immunity to which it is entitled to by law, including but not limited to the City's sovereign immunity set forth in Section 768.28, Florida Statutes.

ARTICLE 7 **TERMINATION**

7.1 TERMINATION OF AGREEMENT BY CITY (CONTRACTOR DEFAULT):

In the event of default by the Contractor, the City shall provide Contractor with 10 Days written notice of City's intent to terminate this Agreement and provide the Contractor an opportunity to remedy the conditions constituting the default. It shall be a default by the Contractor whenever Contractor shall:

- A.** Declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors
- B.** Fail to provide Materials or workmanship meeting the requirements of the Contract Documents
- C.** Disregard or violate provisions of the Contract Documents or Engineer's or City's instructions
- D.** Fail to execute the Work or provide Services on a timely basis or according to the Contract Documents
- E.** Fail to provide a qualified superintendent, competent workmen, or Materials or equipment meeting the requirements of the Contract Documents; or
- F.** Fail in any other material way to comply with the requirements of the Contract Documents.

7.1.1 If the Contractor fails to remedy the conditions constituting default within 10 Days from the date of the City's written notice of its intent to terminate this Agreement, the City may then issue a Notice of Termination and terminate this Agreement.

7.1.2 In the event the Agreement is terminated for Contractor's default, the city may take possession of the Work and may complete the Work by whatever method or means the city may select. The cost of completing the Work shall be deducted from the balance which would have been due the Contractor had the Agreement not been terminated and the Work completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, the Contractor shall promptly pay the excess amount to the City. If such cost is less than the balance which would have been due, the Contractor shall have no claim to the difference and waives any such balance by virtue of the default. In the event it is adjudicated that Contractor was not in default, the Contract shall be deemed to have been terminated for convenience as described below.

7.2 TERMINATION OF AGREEMENT BY CITY (FOR CONVENIENCE):

The city may terminate this Agreement at any time if it is in the City's interest to do so. The City shall provide 10 days' notice if it exercises this provision. In such a case, the Contractor shall have no claims against the City except: (1) for the value of Work

performed up to the date the Agreement is terminated; and (2) for the cost of Materials and equipment on hand, in transit, or on definite commitment, as of the date this Agreement is terminated and that would be needed in the Work and that meets the requirements of the Contract Documents.

ARTICLE 8 **CONTRACT DOCUMENTS**

8.1 The Contract Documents which comprise the entire agreement between City and Contractor concerning the Work consist of this Agreement, including amendments hereto and the following:

- All Change Orders (if any) which may be delivered or issued after the Effective Date of this Agreement:
- All Addenda
- Contractor's Bid
- Solicitation, General Provisions
- General Conditions
- Technical Specifications
- Referenced Standard Specifications; and
- Drawings.

8.2 There are no Contract Documents other than those listed herein. The Contract Documents may only be amended by written Change Order (if any) as provided in the General Conditions. In the event of any conflict between this Agreement and any other of the Contract Documents, this Agreement and amendments shall govern first and then the other Contract Documents in the order listed above.

ARTICLE 9 **ASSIGNMENT**

No assignment by the Contractor of any rights or obligations hereunder or interests in the Contract Documents will be binding on the City without the written consent of the City, which may be withheld for any reason, in the City's sole discretion.

ARTICLE 10 **APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS**

Contractor shall always comply with all applicable Laws and Regulations. Precautions shall be always exercised for the protection of persons and property. The Contractor and all Subcontractors shall conform to all OSHA, federal, state, county and City Regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor.

ARTICLE 11
AUDIT AND INSPECTION RIGHTS

11.1 The City may, at reasonable times and for a period of up to three years following the date of Final Completion, audit, or cause to be audited, those books and records of Contractor that are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

11.2 The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms hereof and/or the terms of this Agreement. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives. All inspections shall be subject to, and made in accordance with, all applicable Laws, including but not limited to the provisions of the City Code and the Code of Broward County, Florida, as same may be amended or supplemented from time to time.

11.3 The City may, as deemed necessary, require from the Contractor support and/or documentation for any submission. Upon execution of the Agreement, the Contractor agrees that the City shall have unrestricted access during normal working hours to all Contractor's records relating to this Project, including hard copy as well as electronic records, for a period of three years after Final Completion.

ARTICLE 12
NON-SOLICITATION

Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Contract Price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 13
PUBLIC RECORDS

13.1 The Contractor shall comply with The Florida Public Records Act as follows:

13.1.1 Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement, that ordinarily and necessarily would be required by the city to perform the service.

13.1.2 Upon request by the City's records custodian, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119,

Florida Statutes, or as otherwise provided by law.

13.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement until the records are transferred to the City.

13.1.4 Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

13.1.5 The Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

13.1.6 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

13.1.7 Ownership of Documents: Unless otherwise provided by law, all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.

ARTICLE 14

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

14.1 Contractor understands that agreements between private entities and local governments are subject to certain Laws and Regulations, including, by example and not limited to, Laws pertaining to public records, conflict of interest, and record keeping. Contractor agrees to comply with and observe all applicable Laws, codes and ordinance as they may be amended from time to time.

14.2 The Contractor agrees that it shall not make any statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the City and securing prior written consent, unless and except otherwise required by Law. The Contractor also agrees that it shall not publish,

copyright or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the City.

14.3 The knowing employment by Contractor or its Subcontractors or Subconsultants of any alien not authorized to work by the immigration Laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement.

ARTICLE 15 **CERTIFICATE OF COMPETENCY**

Contractor shall, at the time of executing this Agreement, hold a valid certificate of competency or applicable license for providing the Services, if applicable, issued by the federal, state, or county examining board qualifying the Contractor to perform the Work. If a Subcontractor(s) or Subconsultant(s) is employed, an applicable certificate of competency or license issued to the Subcontractor(s) or Subconsultant(s) shall be submitted along with Contractor's certificate or license upon execution of this Agreement; provided, however, that the City may, at its sole option, upon written approval to Contractor, and in its best interest, allow Contractor to supply the certificate(s) to the City during the first week of Work or Services.

ARTICLE 16 **INSURANCE**

16.1 Consultant shall maintain the following required types and minimum limits of insurance coverage during the term of the Agreement. The Contractor shall furnish the City's Risk Manager, at 2300 Civic Center Place, Miramar, Florida 33025, with certificates of insurance and all required endorsements indicating that insurance coverage has been obtained and meets the requirements below:

- a) Comprehensive General Liability Insurance on a comprehensive basis in an amount not less than \$500,000 per occurrence. The City **must** be shown as an additional insured and with waiver of subrogation in its favor on both endorsements.
- b) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work, in an amount not less than \$500,000 per occurrence. Coverage shall stipulate that it is primary over any insurance or self-insurance program available to the City, (if applicable).
- c) Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statute Chapter 440, and Employer's Liability limits of not less than \$1,000,000 per accident.
- d) The insurance coverage required shall include those classifications, as listed in the standard liability insurance manuals, which most nearly reflect the operations of the Contractor.
- e) All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

i. The company must be rated no less than “A” as a management, and no less than “Class VII” as to financial strength, by the latest edition of Best’s Key Rating Guide.

16.2 This Agreement shall not be deemed approved until the Contractor has obtained all insurance requirements under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The City shall be named as the certificate holder and an additional insured on all certificates. All liability insurance policies shall have endorsements adding the City of Miramar as an additional insured, a waiver of subrogation in favor of the City and a separate endorsement for automobile liability. Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Consultant’s liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

16.3 Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Contractor’s liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required. All policies of insurance so required to be purchased and maintained shall contain a provision of endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days’ written notice has been given to the City by certified mail.

ARTICLE 17

INDEPENDENT CONTRACTOR

Contractor has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the city. The Contractor will be responsible for planning all the work without the assistance of City staff. Accordingly, Contractor shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded, classified or unclassified, employees of the City. Contractor further understands that Florida Workers’ Compensation benefits available to employees of the City are not available to Contractor and agrees to provide workers’ compensation insurance for any employee or agent of Contractor rendering Services to the City under this Agreement.

ARTICLE 18

REAFFIRMATION OF REPRESENTATIONS

Contractor reaffirms all the representations contained in the Solicitation documents and previously made in all Contract Documents.

ARTICLE 19

NONDISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and shall not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor’s performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as

a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied any Services, or be subject to discrimination under any provision of the General Conditions.

ARTICLE 20
COSTS AND ATTORNEY FEES

If either City or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to court costs and reasonable attorney's fees.

ARTICLE 21
COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

ARTICLE 22
WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure. No waiver shall be effective unless made in writing.

ARTICLE 23
BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

ARTICLE 24
NOTICES

All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO CONTRACTOR:

ATTN: Joshua Veltri
Vice President
Securtec of Florida, LLC
19505 Biscaye Boulevard
Suite # 2350
Aventura, FL 33180
Telephone: (877) 513 3211

TO CITY OF MIRAMAR:

ATTN: Roy L. Virgin,
City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3120
Fax: (954) 602-3672

WITH A COPY TO:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC
401 NW 7th Avenue
Fort Lauderdale, Florida 33311
Telephone: (954) 768-9770
Fax: (954) 768-9790

ARTICLE 25
CITY'S OWN FORCES

25.1 The City reserves the right to perform operations related to the Project with the City's own forces, and to award contracts in connection with the Project which are not part of the Contractor's responsibilities under this Agreement.

25.2 The City will have the right to inspect and conduct periodic inspections of the Work and/or Materials to determine compliance with the requirements of the Contract. Any Work and/or Materials rejected by the City for non-compliance shall be replaced and/or corrected at the Contractor's expense. Failure to reject Defective Work and/or Materials, whether from lack of discovery of such defect or for any other reason, will not relieve the Contractor from responsibility to complete the Work in full compliance with all Contract requirements and shall in no way prevent later rejection of such Defective Work when discovered.

ARTICLE 26
LIMITATION OF LIABILITY

26.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the fee paid to Contractor herein, less any sums paid by the City. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery

from the City for any damage action for breach of contract to be limited to a maximum fee paid to Contractor herein, less any sums paid by the City.

26.2 Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor agrees that the City shall not be liable to Contractor for damages in an amount in excess of the fee paid to the Contractor herein, less any sums paid by the City, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes.

26.3 In no event shall either party be liable for any indirect, incidental, special, or consequential damages, including, without limitation, loss of profits, revenue, or use incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages.

ARTICLE 27 **THIRD PARTY BENEFICIARY**

It is specifically agreed to between the City and Contractor executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

ARTICLE 28 **WARRANTY AND GUARANTEE**

Contractor warrants and guarantees that at the conclusion of the Project, a written certificate to the City will be provided stating that all Work has been performed in accordance with the General Conditions. A written warranty will be given to the City against the occurrence of defective Materials and workmanship for a period of one year after acceptance of the Project by the City. At the expiration of the one-year warranty period, Contractor will formally assign to the City all extended and special warranties given by Subcontractor or Subconsultant, manufacturers or Suppliers for their Work or products on the Project and formally notify Subcontractor or Subconsultant and Suppliers of the assignments.

ARTICLE 29 **DISPUTE RESOLUTION**

29.1 Any dispute concerning performance of this Agreement shall be decided by the City, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within 21 Days from the date of receipt, the Contractor files with the City a petition for administrative hearing. The City's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter

120, Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

29.2 Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate state court in Broward County, Florida. In any such action, Florida law shall apply, and the parties waive any right to trial by jury.

ARTICLE 30 **HEADINGS AND INTERPRETATION**

Title and paragraph headings are for convenient reference and are not a part of this Agreement. Contractor has been given an opportunity for counsel of its choice to review this Agreement. Accordingly, no party shall be deemed to have any benefit as the drafter of the document for interpretation purposes.

ARTICLE 31 **SCRUTINIZED COMPANIES**

31.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

31.2 If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

31.3 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

31.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

ARTICLE 32
SEVERABILITY

32.1 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under any applicable Law, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such Laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect for limitation of its use.

32.2 City and Contractor each bind itself, its partners, successors, assign and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement and in all the Contract Documents.

ARTICLE 33
E-VERIFY PROGRAM

In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

ARTICLE 34
ENTIRE AGREEMENT

The Contract Documents constitute the sole and entire agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth therein, are of no force or effect. No modification or amendment thereto shall be valid unless in writing and executed by properly authorized representatives of the parties herein.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

CITY OF MIRAMAR:

SECURTEC OF FLORIDA, LLC

By: _____

By: _____

City Manager

Vice President, Business Development

Roy L. Virgin

Joshua Veltri

This ____ day of _____, 2019.

Date: _____

ATTEST:

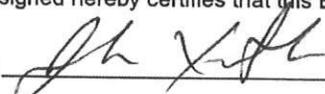
Denise A. Gibbs, City Clerk

Corporate Seal

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar, Florida only:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC

BID COVER SHEET – IFB No. 26-002

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| BIDDER'S NAME (Name of firm, entity, or organization): SecurTec of Florida LLC dba SecurTec | |
| FEDERAL EMPLOYER IDENTIFICATION NUMBER: 99-4440562 | |
| NAME AND TITLE OF BIDDER'S CONTACT PERSON: | |
| Name: Joshua Veltri | Title: Vice President, Business Development |
| MAILING ADDRESS: | |
| Street Address: 19505 Biscayne Blvd Ste. 2350 | |
| City, State, Zip: Aventura, FL 33180 | |
| TELEPHONE: (877) 513-3211 | FAX: () |
| BIDDER'S ORGANIZATION STRUCTURE: | |
| <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (explain): | |
| IF CORPORATION: | |
| Date Incorporated/Organized: August 7, 2024 (SecurTec of Florida LLC), The SecurTec family of companies was formed in 2023. | |
| State of Incorporation/Organization: Florida | |
| States registered in as foreign Corporation: N/A | |
| BIDDER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR: | |
| Physical Security, Cybersecurity, and Advisory Services | |
| LIST NAMES OF BIDDER'S SUBCONTRACTORS AND/OR SUBCONSULTANTS FOR THIS PROJECT: | |
| None | |
| BIDDER'S AUTHORIZED SIGNATURE: | |
| The undersigned hereby certifies that this Bid is submitted in response to this Solicitation. | |
| Signed by:  | Date: 11/21/2025 |
| Print name: John C. Xanthos | Title: Managing Partner and CFO |

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**



2. Bid Price Sheet

On the following pages please find our completed *Bid Price Sheet*.

BID PRICE SHEET

COST OR PRICING DATA FOR PRICE BID

Bidders shall submit (attached to this form) Cost or Pricing Data of sufficient detail to allow the evaluators to determine the reasonableness of the Price Bid, reflecting Cost Realism, including all Information other than Cost and Pricing Data and explaining how the lump sum figure was derived.

a) Cost or Pricing Data shall mean all facts that as of the date of submission of the Bid, prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or Pricing Data are data that are factual, not judgmental, and are verifiable. While they do not indicate the accuracy of the Bidder's judgment about estimated future costs or projections, they do include the data forming the basis for that judgment. Cost or Pricing Data are more than historical accounting data, they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred. They also include such factors as: vendor quotations; nonrecurring costs; information on changes in production or purchasing volume; data supporting projections of business prospects and objective and related operations cost; unit-cost trends such as those associated with labor efficiency; make-or-buy decisions; estimated resources to attain business goals; and information on management decisions that could have a significant bearing on costs.

b) Cost Realism shall mean that the costs in a Proposer's Bid are realistic for the Work to be performed, reflect a clear understanding of the requirements, and are consistent with the various elements of the Proposer's Technical Bid.

c) Information other than Cost and Pricing Data shall mean any type of information that is non-numeric that is necessary to determine price reasonableness or Cost Realism.

d) Price, as used in this Solicitation, shall mean cost plus any applicable fee or profit.

BID PRICE SHEET (CONTINUED)

Description

The City of Miramar is soliciting bids from qualified contractors to provide 24 hours per day and 7 days per week armed security guard services at City-owned facilities, specifically, the City's West Water Treatment Plant (referred to as "WWTP"), the City's East Water Treatment Plant (referred to as "EWTP") and the City's Wastewater Reclamation Facility (referred to as "WWRF"), in addition to other facilities as needed.

1. WEST WATER TREATMENT PLANT (West WTP)

| Description | Estimated Hours | Hourly Rate \$ | Extended Total \$ |
|----------------------------------|------------------------|-----------------------|--------------------------|
| Regular Day (7am-7pm) | 4248 | \$24.67 | \$104,798.16 |
| Regular night (7pm-7am) | 4248 | \$24.67 | \$104,798.16 |
| Holiday Day Shift (7am-7pm) | 132 | \$37.01 | \$4,885.32 |
| Holiday Night Shift (7am-7pm) | 132 | \$37.01 | \$4,885.32 |
| Total | 8,760 | Sub-Total | \$219,366.96 |

2. EAST WATER TREATMENT PLANT (East WTP)

| Description | Estimated Hours | Hourly Rate \$ | Extended Total \$ |
|----------------------------------|------------------------|-----------------------|--------------------------|
| Regular Day (7am-7pm) | 4248 | \$24.67 | \$104,798.16 |
| Regular night (7pm-7am) | 4248 | \$24.67 | \$104,798.16 |
| Holiday Day Shift (7am-7pm) | 132 | \$37.01 | \$4,885.32 |
| Holiday Night Shift (7am-7pm) | 132 | \$37.01 | \$4,885.32 |
| Total | 8,760 | Sub-Total | \$219,366.96 |

3. WASTEWATER RECLAMATION FACILITY (WWRF)

| Description | Estimated Hours | Hourly Rate \$ | Extended Total \$ |
|----------------------------------|-----------------|----------------|-------------------|
| Regular Day (7am-7pm) | 4248 | \$24.67 | \$104,798.16 |
| Regular night (7pm-7am) | 4248 | \$24.67 | \$104,798.16 |
| Holiday Day Shift (7am-7pm) | 132 | \$37.01 | \$4,885.32 |
| Holiday Night Shift (7am-7pm) | 132 | \$37.01 | \$4,885.32 |
| Total | 8,760 | Sub-Total | \$219,366.96 |

TOTAL BID AMOUNT (Items 1 – 3): \$ 658,100.88

Six hundred fifty-eight thousand one hundred dollars and eighty-eight cents.

In Figures

ADD ALTERNATE LOCATIONS 4-6

4. CITY HALL LOBBY AND GARAGE LOCATION

| Description | Estimated Hours | Hourly Rate \$ | Extended Total \$ |
|----------------------------------------------|-----------------|----------------|-------------------|
| Regular Day (Mon – Thursday) (7am-7pm) | 2000 | \$24.67 | \$49,340 |

5. COMMISSION MEETINGS and/or COMMUNITY MEETINGS

| Description | Estimated Hours | Hourly Rate \$ | Extended Total \$ |
|------------------------------------------------------------------|-----------------|----------------|-------------------|
| Commission or Workshop meetings Timeframe of 5pm - 10pm | 200 | \$24.67 | \$4,934 |

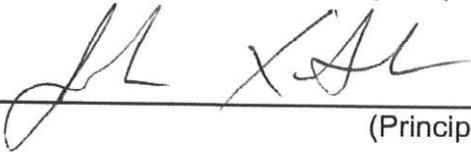
6. BUILDING, PLANNING AND ZONING

| Description | Estimated Hours | Hourly Rate \$ | Extended Total \$ |
|------------------------------------------|-----------------|----------------|-------------------|
| Tuesdays and Thursdays (7am – 6pm) | 1144 | \$24.67 | \$28,222.48 |

BID PRICE SHEET (CONTINUED)

TAXPAYER IDENTIFICATION NUMBER (TIN): 99-4440562

BIDDER'S NAME: SecurTec of Florida LLC dba SecurTec
(Company Name)

By: 
(Principal's Signature)

John C. Xanthos, Managing Partner and Chief Financial Officer
(Printed Name and Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
SHALL DEEM YOUR BID NON-RESPONSIVE**

3. Bidder Information Form

On the following pages please find our complete *Bidder Information Sheet*.

BIDDER INFORMATION FORM

All information supplied in connection with this form is subject to review and verification. All determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Bid being deemed "Non-Responsive."

- (1) How many years has your organization been in business under your present business name? 3 years
- (2) State of Florida occupational license type and number: B License, B3500037
- (3) County (state county) occupational license type and number: N/A
- (4) City of Miramar occupational license type and number: N/A

(A CITY OF MIRAMAR OCCUPATIONAL LICENSE IS NOT NECESSARY UNLESS THE BUSINESS IS LOCATED WITHIN THE CITY OF MIRAMAR)

BIDDER(S) MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH BID

- (5) Describe experience providing armed security guard services for similar organizations. Include the number of years performing each type of work to demonstrate that the Bidder meets the minimum qualifications set forth in section 3:

SecurTec of Florida LLC (est. 2024) has already delivered armed security services on multiple active contracts and is led by personnel with over 80 combined years of experience.

Current/recent armed contracts performed by the company:

- Kings Point in Tamarac – 24-month armed residential security (2023–present)
 - Azure Luxury Condominium, Pompano Beach – armed concierge & perimeter (Mar 2025–present)
 - Cordoba at Doral – armed gatehouse & residential (May 2025–present)
 - Walmart Hurricane Milton & Helene emergency response – mobilized and managed 150+ armed officers statewide for 8 months (2024–2025)
- Leadership and assigned officers average 12+ years each in armed security, including 24/7 protection of water/wastewater facilities, municipalities, and critical infrastructure. All proposed personnel hold current Florida Class "D" and "G" licenses and have performed identical services within the past 3 months (see attached résumés and five reference questionnaires).

- (6) Have you ever had a contract terminated (either as a prime Successful Bidder or sub-Successful Bidder) for failure to comply, breach, or default?

_____ yes _____ No _____ no

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)



4. Bid Bond

On the following pages please find our complete *Bid Bond*.

BID BOND

STATE OF Florida)
) ss:
COUNTY OF Palm Beach County)

KNOW ALL MEN BY THESE PRESENTS that we,
SecurTec of Florida dba SecurTec, as principal, and
NGM Insurance Company, as Surety, are held and firmly bound
unto the City of Miramar ("City"), a municipal corporation of the State of Florida, in the
penal sum of Five Percent of Amount Bid Dollars
(\$ 5%), lawful money of the United States, for the payment of which
sum well and truly to be made for "CITY OF MIRAMAR- "ARMED SECURITY GUARD
SERVICES"", we bind ourselves, our heirs, executors, administrators and successors
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the principal has
submitted the accompanying Bid, dated November 18, 2025.

For:
City of Miramar - Armed Security Guard Services

NOW, THEREFORE,

- (a) if said Bid shall be rejected, or
- (b) if said Bid shall be accepted and the principal shall properly execute and deliver to City the appropriate Contract Documents and shall in all respects fulfill all terms and conditions attributable to the acceptance of said Bid, then this obligation shall be void. Otherwise, it shall remain in force and in effect, being expressly understood and agreed that the liability of the Surety for all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby agrees that the obligations of said Surety and/or its Bond shall in no way be impaired or affected by any extension of time within which the City may accept such Bid and said Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their respective seals this 12th day of November, 2025, the name and the corporate seal of each corporate party being hereto affixed, and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

Witness

(Individual or Partnership
Principal)

Witness

222 Lakeview Avenue, Ste 800
(Business Address)

West Palm Beach, FL 33401
(City, State, Zip)

877-513-3211
(Business Phone)

ATTEST:

Secretary

(Corporate Principal) *

By: John Xanthos

Managing Partner + CFO
(Title)

ATTEST:

Jessica Gerber - Account Executive
~~Secretary~~

NGM Insurance Company

(Corporate Surety) *

By: Todd Stein
Todd Stein - Attorney-in-Fact

*Impress Corporate Seal

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.



POWER OF ATTORNEY

KNOW ALL PARTIES BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"SECTION 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint **Todd Stein** its true and lawful Attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed bond number Bid Bond dated November, 12, 2025 on behalf of SecurTec of Florida dba SecurTec in favor of City of Miramar including any related Content of Surety or supplemental documents required, and to bind NGM Insurance Company thereby as fully and to the same extent as if such instrument was signed by the duly authorized officers of NGM Insurance Company; this act of said Attorney is hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Secretary and its corporate seal to be hereto affixed this 18th day of September, 2025.

NGM INSURANCE COMPANY By:

Lauren K. Powell

Lauren K. Powell
Vice President, Corporate Secretary



State of Wisconsin,
County of Dane

On this 18th day of September, 2025, before the subscriber a Notary Public of State of Wisconsin and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal at Madison, Wisconsin this 18th day of September, 2025.

Mary J. Ripp
My Commission Expires February 8, 2027



I, Janet S. Embray President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this 12th day of November, 2025.

Janet S. Embray
Janet S. Embray, President



WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claim Department or call our Bond Claim Department at 1-603-358-1437.



I certify that at the Annual Meeting of the Directors of the NGM Insurance Company duly called and held on March 4th, 2025, that the following officers were elected and remain in office:

JANET S. EMBRAY.....PRESIDENT
 TROY P. VAN BEEK.....TREASURER
 LAUREN K. POWELL.....SECRETARY
 THERESA E. BREUNIG-SILBERNAGEL.....VICE PRESIDENT
 JOSEPH FREITAS.....ASSISTANT TREASURER
 KARI E. GRASEE.....ASSISTANT TREASURER
 THERESA K. SZTUCKO.....ASSISTANT TREASURER
 PETER H. SCHRADER.....ASSISTANT TREASURER
 CODY C. FAUST.....ASSISTANT TREASURER

I further certify that the following statement of the Company is true as taken from the records of said Company as of December 31, 2024.

ADMITTED ASSETS

Bonds at Amortized Values..... \$ 101,894,171
 Stocks at Market Value \$135,474,580
 First Mortgage Loans 0
 Real Estate..... \$2,603,500
 Cash in Office and Banks..... (6,725,952)
 Short Term Investments..... \$1,530,725
 Agent's Balance (Less than 90 Days) \$199,626,574
 Accrued Interest..... \$726,541
 Other Assets \$272,128,778
 TOTAL ADMITTED ASSETS..... \$707,258,917

LIABILITIES

Reserve for Losses..... 0
 Reserve for Loss Adjustment Expenses 0
 Reserve for Unearned Premiums..... 0
 Reserve for Other Underwriting Expenses..... \$42,826,540
 Reserve for Taxes, Licenses, and Fees..... \$3,334,005
 Loss Drafts in Transit..... 0
 Other Liabilities \$41,080,147
 Total Liabilities \$26,164,025
 Policyholders' Surplus..... \$620,018,225
 TOTAL \$707,258,917

Securities as deposited by law, included above = \$5,728,598

I further certify that the following is true and exact excerpt from Article IV, Section 2 of the By-Laws of NGM Insurance Company which is still valid and existing.

The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

Subscribed and sworn to before me on
 This 26th day of March 2025

IN WITNESS THEREOF I hereunto subscribe
 my name and affix the seal of said company
 this 26th day of March 2025

Mary J. Ripp

 Mary J. Ripp
 Commission Expires February 8, 2027

Lauren K. Powell

 Lauren K. Powell
 Secretary



**Uniform Certificate of Authority Application (UCAA)
Certificate of Compliance**

STATE OF FLORIDA

OFFICE OF INSURANCE REGULATION

I, MICHAEL YAWORSKY, hereby certify that I am the* INSURANCE COMMISSIONER of the State of FLORIDA and have supervision of insurance business in said State and as such I hereby certify that NGM INSURANCE COMPANY of JACKSONVILLE, FL is duly organized under the laws of said State and is authorized to transact the business of D 010 FIRE,D 020 ALLIED LINES,D 030 FARMOWNERS MULTI PERIL,D 040 HOMEOWNERS MULTI PERIL,D 050 COMMERCIAL MULTI PERIL,D 080 OCEAN MARINE,D 090 INLAND MARINE,D 160 WORKERS COMPENSATION,D 170 OTHER LIABILITY,D 192 PRIVATE PASSENGER AUTO LIABILITY,D 194 COMMERCIAL AUTOMOBILE LIABILITY,D 211 PPA PHYSICAL DAMAGE,D 212 COMMERCIAL AUTO PHYSICAL DAMAGE,D 230 FIDELITY,D 240 SURETY,D 250 GLASS,D 260 BURGLARY AND THEFT,D 270 BOILER AND MACHINERY,D 540 MOBILE HOME MULTI PERIL,D 550 MOBILE HOME PHYSICAL DAMAGE,D 570 MULTI PERIL CROP,R 120 EARTHQUAKE,** insurance in this State.

IN TESTIMONY WHEREOF, I have hereunto set my hand at Tallahassee, Florida on this 31st day of DECEMBER A.D. 2024.



M. Yaworsky
MICHAEL YAWORSKY

* Insurance Commissioner, Officer or Superintendent of Insurance authorized to certify to the insurance business within the domiciliary state.
** Lines of Insurance as shown on Form 3 of UCAA

5. Five (5) completed Reference Questionnaires from comparable clients

On the following pages please find our complete *Reference Questionnaire Forms*.

REFERENCE QUESTIONNAIRE

Reference For (Bidder's Name): SecurTec of Florida LLC dba SecurTec

Agency Giving Reference: CORDOBA FL TC, LP

Name of Contact Person: Tamara Jackson-Dunbar

Address of Agency Giving Reference: 13875 NW 22nd Ave, Opa-locka, FL 33054

Telephone: 305-688-4018 Email: tdunbar@livemillennia.com

Please provide a reference for the above-named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

| | QUESTION | Satisfactory | Unsatisfactory |
|---|--------------------------------------------------------------------------------------------|-------------------------------------------|-------------------------------|
| 1 | What was your experience with the firm's ability to provide Armed Security Guard Services? | satisfactory | |
| 2 | Was the firm's staff readily accessible and responsive? | Satisfactory | |
| 3 | How would you rate the firm's performance with implementation and training? | Satisfactory | |
| 4 | Overall, what would you rate the firm's performance? | Satisfactory | |
| 5 | Would your agency use this firm to provide services again? (Circle One) | YES/ ^X Satisfactory | NO/ Unsatisfactory |

Additional Comments: _____

Tamara Jackson-Dunbar

Property Manager

Print Name

Title


Tamara Jackson-Dunbar (Nov 25, 2025 12:47:24 EST)

Signature

MUST BE SIGNED AND COMPLETED BY PERSON PROVIDING THE REFERENCE

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE

REFERENCE QUESTIONNAIRE

Reference For (Bidder's Name): SecurTec of Florida LLC dba SecurTec
 Agency Giving Reference: Sierra Ridge Property Owners' Association, Inc.
 Name of Contact Person: Jazmyn Miranda
 Address of Agency Giving Reference: 21300 NE 10th Avenue, North Miami Beach, FL 33179
 Telephone: 305-652-1414 Email: jazmyn.miranda@fsresidential.com

Please provide a reference for the above-named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

| | QUESTION | Satisfactory | Unsatisfactory |
|---|--------------------------------------------------------------------------------------------|----------------------------------------|-------------------------------------|
| 1 | What was your experience with the firm's ability to provide Armed Security Guard Services? | Exceptional | |
| 2 | Was the firm's staff readily accessible and responsive? | Yes | |
| 3 | How would you rate the firm's performance with implementation and training? | Excellent | |
| 4 | Overall, what would you rate the firm's performance? | 10/10 | |
| 5 | Would your agency use this firm to provide services again? (Circle One) | YES/ Yes Satisfactory | NO/ Unsatisfactory |

Additional Comments: _____

Jazmyn Miranda
Print Name

Jazmyn Miranda (Nov 25, 2025 12:22:15 EST)
Signature

Property Manager
Title

MUST BE SIGNED AND COMPLETED BY PERSON PROVIDING THE REFERENCE
FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE

REFERENCE QUESTIONNAIRE

Reference For (Bidder's Name): SecurTec of Florida LLC dba SecurTec
 Agency Giving Reference: Kings Point
 Name of Contact Person: Bob Tablinsky
 Address of Agency Giving Reference: 7620 N Nob Hill Rd, Tamarac, FL 33321
 Telephone: 914-523-9618 Email: btablinsky@gmail.com

Please provide a reference for the above-named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

| | QUESTION | Satisfactory | Unsatisfactory |
|---|--------------------------------------------------------------------------------------------|-----------------------------|------------------------------|
| 1 | What was your experience with the firm's ability to provide Armed Security Guard Services? | VERY SATISFACTORY | |
| 2 | Was the firm's staff readily accessible and responsive? | VERY SATISFACTORY | |
| 3 | How would you rate the firm's performance with implementation and training? | VERY SATISFACTORY | |
| 4 | Overall, what would you rate the firm's performance? | OUTSTANDING SATISFACTORY | |
| 5 | Would your agency use this firm to provide services again? (Circle One) | YES/ Satisfactory | NO/ Unsatisfactory |

Additional Comments:

The management has trained their staff wonderfully. From the armed guard driving around our property to the guard working at our gatehouse they are doing a excellent job to protect our Association. **Very happy with the job they are doing for us.**

Bob Tablinsky

President, Exeter & Vice President, Master Association

Print Name

Title

Bob Tablinsky
Signature

MUST BE SIGNED AND COMPLETED BY PERSON PROVIDING THE REFERENCE

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE

REFERENCE QUESTIONNAIRE

Reference For (Bidder's Name): SecurTec of Florida LLC dba SecurTec

Agency Giving Reference: Azure Estates FL TC, LP

Name of Contact Person: Beatrice Nieves

Address of Agency Giving Reference: 1555 M.L.K. Jr. Blvd, Riviera Beach, FL 33404

Telephone: 561-310-5103 Email: bnieves@livemillennia.com

Please provide a reference for the above-named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

| | QUESTION | Satisfactory | Unsatisfactory |
|---|--------------------------------------------------------------------------------------------|----------------------------------------|-------------------------------------|
| 1 | What was your experience with the firm's ability to provide Armed Security Guard Services? | Yes | |
| 2 | Was the firm's staff readily accessible and responsive? | Yes | |
| 3 | How would you rate the firm's performance with implementation and training? | Yes | |
| 4 | Overall, what would you rate the firm's performance? | Yes | |
| 5 | Would your agency use this firm to provide services again? (Circle One) | YES/ XXX Satisfactory | NO/ Unsatisfactory |

Additional Comments: _____

Beatrice Nieves

Print Name
Beatrice Nieves
Signature

Community Manager

Title

MUST BE SIGNED AND COMPLETED BY PERSON PROVIDING THE REFERENCE

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE

REFERENCE QUESTIONNAIRE

Reference For (Bidder's Name): SecurTec of Florida LLC dba SecurTec

Agency Giving Reference: 205 DATURA WPB LLC

Name of Contact Person: Johnny Vandyk

Address of Agency Giving Reference: 205 Datura St, West Palm Beach, FL 33401

Telephone: (647)545-4440 Email: jvandyk@cocogroup.com

Please provide a reference for the above-named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

| | QUESTION | Satisfactory | Unsatisfactory |
|---|--------------------------------------------------------------------------------------------|------------------------------------------------|-------------------------------|
| 1 | What was your experience with the firm's ability to provide Armed Security Guard Services? | Not Applicable we did not require armed guards | |
| 2 | Was the firm's staff readily accessible and responsive? | Yes | |
| 3 | How would you rate the firm's performance with implementation and training? | Satisfactory | |
| 4 | Overall, what would you rate the firm's performance? | Satisfactory | |
| 5 | Would your agency use this firm to provide services again? (Circle One) | YES/ Satisfactory | NO/ Unsatisfactory |

Additional Comments: _____

Johnny Vandyk
Print Name



Signature

Director, Construction
Title

MUST BE SIGNED AND COMPLETED BY PERSON PROVIDING THE REFERENCE
FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE

6. Bidder's Disclosure of Subcontractors and Suppliers

On the following page please find our complete *Bidder Disclosure Form*.

BIDDER'S DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS

Please list all Subcontractors, Subconsultants and Suppliers to be used in connection with performance of the Contract (use additional pages if necessary):

Company Name: We will not be utilizing any Subcontractors, Subconsultants
or Suppliers.

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

7. Drug-Free Workplace Affidavit

On the following pages please find our completed *Drug-Free Workplace Affidavit*.

DRUG-FREE WORKPLACE AFFIDAVIT

FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual Services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. To have a drug-free workplace program, a business shall:

- a) 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.

- b) 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.
 - 1) Give each employee engaged in providing the commodities or contractual Services that are under Bid a copy of the statement specified in subsection (1).

 - 2) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual Services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.

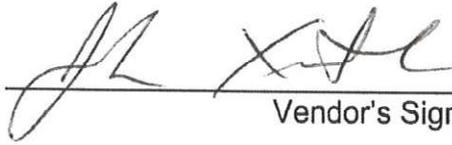
 - 3) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

 - 4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

DRUG-FREE WORKPLACE AFFIDAVIT (CONTINUED)

FLORIDA STATE STATUTE 287.087

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



Vendor's Signature

John C. Xanthos, Managing Partner and CFO

Print Name

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

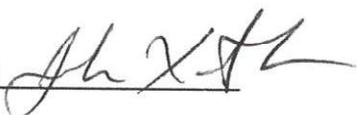
8. Anti-Kickback Affidavit

On the following pages please find our completed *Anti-Kickback Affidavit*.

**SECTION 10
ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein Bid will be paid to any employees of the City of Miramar, its elected officials, and _____ or its design consultants as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: John C. Xanthos 
Title: Managing Partner and CFO

Sworn and subscribed before this

21 day of November, 2025.

Jessica Johnson
Notary Public
State of Florida at Large

My commission expires:



Jessica Johnson
Comm.: HH 253850
Expires: April 22, 2026
Notary Public - State of Florida

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

9. Non-Collusive Affidavit

On the following pages please find our completed *Non-Collusive Affidavit*.

NON-COLLUSIVE AFFIDAVIT (CONTINUED)

ACKNOWLEDGMENT

State of Florida)
) ss:
County of Broward)

BEFORE ME, the undersigned authority, personally appeared John Xanthos, 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 he/she executed said Affidavit for the purpose therein expressed.

WITNESS my hand and official seal this 24 day of November, 2025.



Notary Public
State of Florida at Large



Jessica Johnson
Comm.:HH 253850
Expires: April 22, 2026
Notary Public - State of Florida

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

10. Non-Discrimination Affidavit

On the following pages please find our completed *Non-Discrimination Affidavit*.

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of Services under any agreement it enters with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis.

By: John C. Xanthos 
Title: Managing Partner and CFO

Sworn and subscribed before this
21 day of November, 20 25.

Jessica Johnson
Notary Public
State of Florida at Large

My commission expires:

 Jessica Johnson
Comm.: HH 253850
Expires: April 22, 2026
Notary Public - State of Florida

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

11. Business/Vendor Profile Survey & Business Employing Miramar Residents Form

On the following pages please find our completed *Business/Vendor Profile Survey* and *Business Employing Miramar Residents* forms.

BUSINESS/VENDOR PROFILE SURVEY

Name of Business: SecurTec of Florida LLC dba SecurTec

Address: 19505 Biscayne Blvd Ste. 2350, Aventura, FL 33180

Phone No.: (877) 513-3211

Contact Person (Regarding This Form): John C. Xanthos, Managing Partner and CFO

Type of Business (check the appropriate type):

- CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.
- A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.

Business is claiming the CBE/SBE Preference; YES ___ NO

Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

Business is claiming local Business Preference YES ___ NO
(Choose below as applicable)

- Businesses Employing Miramar Residents** - Business is located outside of the City of Miramar City limits and employs a minimum of 10 full time equivalent ("FTE") Miramar residents, or Miramar residents constitute 20 % of the FTE of the company's local workforce (in Broward and Miami-Dade Counties), whichever is larger.

Business Employing Miramar Residents Affidavit MUST be submitted with RFP Response.

- Business with a location within Miramar, is following all City licensing requirements and is current on all City taxes.

Attach a copy of a current Miramar Business Tax Receipt to this form.

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

BUSINESS EMPLOYING MIRAMAR RESIDENTS AFFIDAVIT

The completed and signed form must be returned with the Vendor's submittal **ONLY** if the Vendor is claiming the Business Employing Miramar Residents preference.

Vendor: _____

Address: _____

Telephone Number: _____ E-Mail Address: _____

Solicitation No. and Title: _____

By signing below, I hereby certify that Vendor has _____ total employees in local workforce (Miami Dade and Broward Counties), of which _____ are full time equivalent Miramar residents.

Signature

Title

Date

SWORN TO AND SUBSCRIBED BEFORE ME this ____ day of ____, 20__

STATE OF _____

COUNTY OF _____

Notary Public (Sign name of Notary Public)

My commission expires: _____ (SEAL)

Personally Known _____ or Produced Identification _____

Type of Identification Produced _____

FAILURE TO COMPLETE THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE
END OF DOCUMENT

12.Addenda Acknowledgement Form (acknowledging Addenda 1–5)

On the following pages please find our completed *Addenda Acknowledgement Form*.

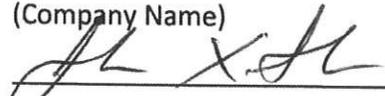
ADDENDA ACKNOWLEDGEMENT FORM

| Addendum # | Date Received |
|--------------------|--------------------------|
| <u>Addendum #1</u> | <u>November 3, 2025</u> |
| <u>Addendum #2</u> | <u>November 5, 2025</u> |
| <u>Addendum #3</u> | <u>November 10, 2025</u> |
| <u>Addendum #4</u> | <u>November 13, 2025</u> |
| <u>Addendum #5</u> | <u>November 17, 2025</u> |
| <u> </u> | <u> </u> |

BIDDER:

SecurTec of Florida LLC dba SecurTec

(Company Name)



(Signature)

John C. Xanthos, Managing Partner and CFO

(Printed Name and Title)

**END OF
DOCUMENT**

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

Technical Approach and Capabilities

Detailed below, please find SecurTec’s technical approach and capabilities.

3-1 Scope of Services

SecurTec of Florida LLC fully understands and will provide armed security guard services for 24/7 protection at the East Water Treatment Plant (EWTP), West Water Treatment Plant (WWTP), and Wastewater Reclamation Facility (WWRF), including part-time coverage at City Hall Lobby (Mon-Thu, 7am-6pm), Building/Planning/Zoning (Tue/Thu, 7am-6pm), and Commission meetings (two evenings/month, 5pm-10pm).

The Contractor Shall:

1. SecurTec will administer and provide armed security guard services for the East and West WTP’s, staffing the perimeter fencing areas with vigilant officers equipped for threat detection and response. Periodic patrolling will occur at a minimum of once every two hours across the entire facility, utilizing contractor-provided equipment including marked vehicles and three golf carts for efficient mobility.
2. SecurTec will administer and provide armed security guard services for the WWRF, staffing the main entrance security gate 24/7 while conducting periodic patrolling of the compound without leaving the gate compromised, achieved through a coordinated relief system
3. SecurTec will administer and provide armed security guard services at other City facilities, including the City Hall Lobby on Monday through Thursday, Building, Planning and Zoning lobby on Tuesday and Thursday, and City Commission meetings (typically two nights per month, with schedule provided post-award).
4. SecurTec will provide sufficient security services to protect all City property and equipment from damage, defacement, destruction, or theft while on duty, leveraging proactive measures like random inspections and real-time incident reporting.

3-2 Service Requirements

The Contractor shall ensure the following Service requirements are met:

1. WORKDAYS AND HOURS
 - a. SecurTec will provide armed security guard services for the specified hours and workdays at each location, maintaining uninterrupted coverage through our 24/7 operations center.
 - b. SecurTec will adhere to the work schedule, delivering 24/7 services at WWRF, WWTP, and EWTP, and part-time at City Hall Lobby (Mon-Thu, 7am-6pm) and Building/Planning/Zoning (Tue/Thu, 7am-6pm), with flexible adjustments for Commission meetings.

2. TRAINING

- a. SecurTec will designate Christy Penfield as the training officer to perform all training for new security guards assigned to the City
- b. For new guards assigned after City-provided training, SecurTec will deliver a minimum of eight hours of City security procedures training at no additional cost, prior to duty.
- c. Training will include on-site work at City posts with previously trained guards, focusing on practical application scenarios.
- d. Trained individuals will be assigned consistently to the same posts, with cross-training opportunities to build redundancy.

The SecurTec Center for Security Excellence

The SecurTec Center for Security Excellence serves as the cornerstone of our continuous improvement initiatives, providing structured, targeted, and comprehensive education tailored specifically toward government security solutions. Led and facilitated by recognized industry experts and seasoned security professionals, the Center ensures that all personnel are prepared to excel across the full spectrum of security requirements, from routine patrol duties to complex emergency preparedness and response scenarios.

The Center offers a variety of structured educational modules, simulations, interactive workshops, and scenario-based readiness exercises aligned explicitly with current governmental security contracting standards. Our curriculum integrates federal, state, and industry-specific best practices, addressing evolving security threats and ensuring consistent excellence across all operational engagements. Key components of *The SecurTec Center for Security Excellence* are further detailed within Table 1 on the following page.

CONFIDENTIAL & TRADE SECRET – REDACTED VERSION
Exempt from disclosure pursuant to Florida Statutes §§ 119.071(1)(f) and 688.002(4)

| Table 1. Key components of The SecurTec Center for Security Excellence | |
|-------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>Training Component</i> | <i>Description and Benefits</i> |
| New-Hire Orientation & Training | Intensive onboarding and background reviews, full orientation on policy compliance, facility-specific protocols, and operational standards. |
| Advanced Security Operational Courses | Specialty training covers critical topics such as advanced threat assessment, emergency response strategies, access control, and evacuation procedures. |
| Scenario-Based Response Simulations | Regularly scheduled practical exercises replicating real-world security incidents, testing preparedness levels and response accuracy. |
| Crisis Management & Incident Command Training | Tailored instruction in crisis management strategies, incident command systems, collaboration with law enforcement, emergency medical response protocols, and multi-agency coordination. |
| Regulations & Compliance Workshops | The ongoing sessions are designed to educate and update personnel on evolving government standards, regulatory changes, compliance requirements, and security laws at local, state, and federal levels. |
| Technological Proficiency & Equipment Certification | Comprehensive technical training designed to ensure expertise in security technologies and equipment use, including X-ray screening equipment, metal detectors, surveillance systems, and integrated security solutions. |
| Client-Specific Customization & Site Reviews | Custom training sessions emphasizing the unique security environments, operational nuances, and specialized needs of each government client site |
| Regular Refresher Training & Certification Renewals | Mandatory periodic review courses, skill assessments, and certification updates, ensuring staff maintain sharp proficiency, operational readiness, and up-to-date certifications. |

Integration with Quality Assurance Initiatives

The SecurTec Center for Security Excellence directly leverages the results of proactive Quality Assurance (QA) audits, routine evaluations, field observations, and client feedback to enhance, update, and refine our training curriculum continuously. Analytical insights and performance data collected from our comprehensive QA process facilitate targeted instruction, inform professional standards updates, and guide strategic training improvements across our workforce.

Integrated Quality Assurance Program. SecurTec’s QA program, led by *James Sierawski, Vice President and Chief Security Officer*, is designed to ensure strict compliance with all contract specifications outlined by the City of Miramar. Our approach emphasizes accountability, detailed reporting, and readiness, while aligning with county expectations.

CONFIDENTIAL & TRADE SECRET – REDACTED VERSION
 Exempt from disclosure pursuant to Florida Statutes §§ 119.071(1)(f) and 688.002(4)

3. SITE-SPECIFIC PROCEDURES

- a. SecurTec will jointly identify and develop site-specific procedures with the City, incorporating best practices for customized operations.

4. SECURITY GUARD DUTIES

- a. Security guards will perform all listed duties and any additional as deemed necessary, including knowledge of specifications, locking/unlocking, patrols, system monitoring, reporting, emergency assistance, checks, communications, professionalism, presence, alertness, access control, force minimization, traffic control, ID enforcement, records maintenance, safeguarding, reporting, responses, investigations, patrols, deterrence, equipment checks, notifications, court appearances, delivery contacts, hazard reporting, and other scope duties.

5. CONTRACT MANAGER DUTIES

- a. The Contract Manager will:
 - i. Maintain continuous awareness of work quality through audits and feedback initiatives.
 - ii. Conduct periodic joint inspections monthly or as requested.

3-3 Key Personnel Qualifications

The Contractor shall provide the following key personnel with the listed qualifications:

1. CONTRACT MANAGER: The Contract Manager shall have:
 - a. Our Contract Manager, Christy Penfield, has over 20 years of experience in managing security personnel and Law Enforcement, including three of the last five years managing security personnel.
 - b. Ms. Penfield possesses extensive knowledge of armed and patrol procedures, developing new methods like integrated TrackTik patrols and assuming responsibility for teams in high-stakes environments.
 - c. Ms. Penfield has specialized training in laws/liabilities, security awareness, mediation, disaster/emergency situations, and personnel management, aligned with IFB requirements.
2. ARMED SECURITY GUARD(S) QUALIFICATIONS: Security guard(s) shall have:
 - a. Guards have at least three months with SecurTec, one year field experience, and current Class D licenses
 - b. Guards can walk 300 yards, climb stairs, lift 20 pounds, verified pre-assignment.
 - c. Guards are physically/mentally capable for all requirements.
 - d. Guards hold high school diploma/GED.
 - e. Guards are English fluent for instructions.
 - f. Guards communicate orally/in writing effectively.
 - g. Guards have proper telephone etiquette.

- h. Guards are Class G licensed for lethal weapons.

3-4 Uniforms and Equipment

1. The Successful Contractor shall provide the following:
 - a. SecurTec provides labor, uniforms, badges, equipment, materials, vehicles, training, supervision, and management in compliance with Florida laws, emphasizing professional demeanor uniform standards.
 - b. Each guard receives flashlight, reflective vest (“SECURITY” on back), and cold weather apparel.
 - c. All additional equipment (flashlights, clipboards, logbooks, radios/cell phones) provided.
2. Security guards shall:
 - a. Be in neat, clean uniforms without non-company items.
 - b. Wear visible name badges with logo.
 - c. Maintain neat professional appearance.
 - d. Carry all necessary equipment.

3-5 Personnel Replacement

SecurTec of Florida LLC fully acknowledges and accepts the City of Miramar’s authority over all personnel assigned to this contract. The City’s designated representative retains final approval of every security officer placed at any City facility. Should the City, in its sole discretion, determine that any officer fails to meet required standards of professionalism, attentiveness, capability, or compliance with post orders, SecurTec will immediately remove that individual and provide a fully qualified replacement within two (2) hours of notification – 24 hours a day, 7 days a week.

In emergency situations – including natural disasters, acts of terrorism, or other catastrophic events – SecurTec maintains a rapid-response reserve pool of licensed, vetted, armed officers who can be deployed to any City-controlled facility within four (4) hours of the City’s telephone request. During extended emergencies, our officers are prepared to work 12-hour shifts (or longer if mutually agreed) while never exceeding two consecutive shifts without City approval, ensuring sustained alertness and performance.

Any officer reporting to duty under the influence of alcohol or illegal substances, or improperly uniformed, will be denied access to the post, immediately removed, and replaced at SecurTec’s expense. The posts will remain staffed without interruption until the scheduled relief arrives. Officers may also be assigned ancillary duties (driving City vehicles, lifting equipment, escorting contractors, etc.) as directed by the City representative, provided they remain within the scope of armed security services.

3-6 Non-Compliance with Work Hour Requirements

SecurTec's corporate culture and technology-driven scheduling system are designed to eliminate coverage failures. We utilize TrackTik's real-time guard tour and scheduling platform to guarantee an officer is present and relieved on time at every Miramar post. In the unlikely event a scheduled officer cannot report, our Site Supervisor or a qualified replacement will assume the post immediately, preventing any gap in coverage.

We fully acknowledge that three (3) uncovered posts within any six-month period constitute grounds for contract termination, and that sleeping on duty is an automatic termination event. Because our quality assurance teams conduct unannounced site visits and TrackTik generates automated wellness checks every 30 minutes on overnight shifts, these situations simply do not occur under SecurTec management. Should City personnel ever be forced to cover a post due to our failure, SecurTec will reimburse the City for all associated wages and benefits without dispute.

3-7 Bidder Requirements

SecurTec maintains an office in Miami-Dade County, located less than 20 minutes from the City of Miramar and we additionally maintain a fully staffed 24/7 operations center. Our Miami-Dade County facility is open for City inspection at any time and our 24/7 operations center is staffed around the clock with live dispatchers reachable via a dedicated local 24-hour telephone line. We are fully licensed under Florida Chapter 493, carry insurance well in excess of requirements, and remain in excellent financial standing with no history of bankruptcy, liens, or disputes.

Our Contract Manager and Site Supervisors remain on call 365 days per year and will return any City call within 15 minutes, day or night. We possess more than sufficient licensed armed officers – including supervisors and rapid-response reserves – to meet both scheduled and unscheduled needs, including surge requirements during hurricanes or special events. Prior to any officer beginning a shift, the City will receive a verification letter confirming that the individual exceeds all qualifications, licensing, background, and shift-rest requirements. All assigned personnel hold current Florida Class "D" and Class "G" licenses; copies are provided upon request.

3-8 Additional Locations

SecurTec welcomes the City's right to add or remove facilities or modify schedules with seven (7) days' written notice – or immediately during declared emergencies – at the unit prices submitted. Our Miami-Dade office and 24/7 operations center provide the proximity and staffing depth to execute changes seamlessly.

3-9 Confidentiality

All City information is treated as strictly confidential. City business will not be disclosed without the express written authorization of the City or designee.

3-10 Contractor and Subcontractor Monitoring

When third-party contractors work at City facilities, SecurTec will furnish dedicated armed officers to monitor their activities upon 48 hours' notice. If the contractor fails to appear after an officer is posted, the City will compensate SecurTec for a minimum of two (2) hours at the regular rate.

3-11 Management and Personnel

SecurTec is a locally owned Florida company with corporate headquarters in West Palm Beach and a fully operational office and 24/7 operations center, along with an Miami-Dade County office, positioned to serve Miramar with maximum responsiveness. For this contract we assign fifteen (15) full-time personnel (twelve armed officers, one Site Manager, one Regional Operations Manager, one QA Supervisor) and maintain additional part-time reserve officers for instant surge capability. Detailed resumes for key personnel are attached. SecurTec has no pending or past litigation, sanctions, disputes, defaults, or liens in the last five years and will perform all work without subcontractors.

3-12 Silence of Scope of Services

Where the solicitation is silent or omits specific details, SecurTec commits to employing only the highest commercial standards, first-quality equipment, and industry-best practices.

3-13 References

Five completed reference questionnaires from comparable contracts are attached, within this response. All references are available for immediate contact.

Innovative Approaches

SecurTec employs a multi-faceted, technology-enhanced approach to reporting and communication, ensuring efficient, real-time information flow with City staff as per SOW requirements for two-way communication, nightly logs, observations/incidents, and emails/text alerts. Central to this is our integration of the *TrackTik Guard Tour system*, as illustrated below, which provides real-time visibility, accountability, and efficiency across security tasks. Supported by our 24/7 Operations Center, *TrackTik* facilitates seamless interactions with all methods common across officers for consistency, fostering transparency, quick resolution, and full cooperation while exceeding SOW expectations for literate officers composing comprehensive reports.

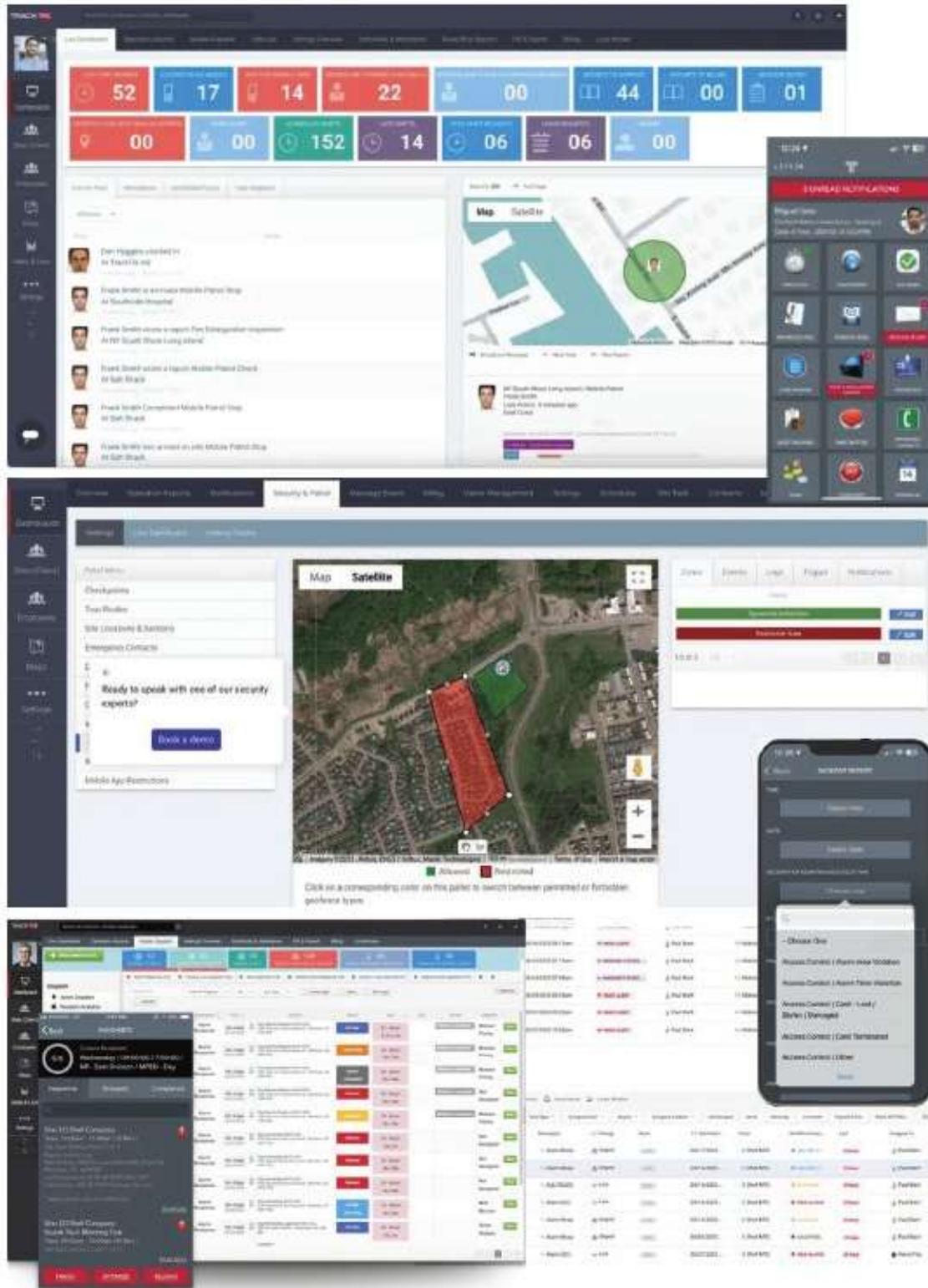


Figure 1. TrackTik System

Reporting Methods

Daily Digital Logs via TrackTik: Officers maintain detailed nightly logs of observations and incidents (e.g., security breaches, confrontations requiring police) using *TrackTik's* automated reporting features. Logs include timestamps, descriptions, and actions taken, with real-time GPS tracking, geofencing alerts, and diverse checkpoint options (NFC tags, QR codes, barcodes, or GPS) ensuring accurate patrol documentation. Submitted electronically through *TrackTik's* client portal, logs are available for City morning review and provide analytical insights for compliance and optimization.

Real-Time Incident Alerts: Urgent matters trigger immediate email/text notifications via *TrackTik's* automated system to designated City contacts, ensuring prompt response during all shifts. The live dashboard enables supervisors to monitor progress and communicate directly for rapid resolution.

Communication Methods

Two-Way Communication: Company-provided radios and/or cell phones enable direct contact between officers, SecurTec management, and City staff for daily adjustments, event alerts, or courtesy escort requests. A shared phone number (972-555-0300) ensures accessibility, complemented by *TrackTik's* communication tools for real-time coordination.

Email and Text Chains: Structured for ongoing dialogues on upcoming events, after-hours meetings, or recurring issues (e.g., handling specific individuals), with threaded histories for context and integration with *TrackTik* alerts for enhanced responsiveness.

Software and Applications: *TrackTik* provides 24/7 access to logs, reports, and analytics via a dedicated client portal and mobile app, allowing officers to upload data in real-time. This supports searchable historical records by date/event type, geofencing for zone-specific alerts, and overall scalability to adapt to the City's evolving needs.

By leveraging *TrackTik*, SecurTec enhances operational efficiency, improves client satisfaction, and strengthens security management, delivering real-time visibility and regulatory compliance for the Miramar contract.

Appendices

The following pages include the required documentation as promulgated in the solicitation and corresponding Addendums.

- Appendix A – Key Personnel Résumés
- Appendix B – Certificates of Insurance
- Appendix C – Florida Agency License B3500037
- Appendix D – Proof of E-Verify registration
- Appendix E – W-9 Form

Appendix A – Key Personnel Résumés

SecurTec’s strength lies in its leadership, composed of nationally respected security and public safety professionals:

Physical Security Division

For the City of Miramar’s engagement with SecurTec, *Christy Penfield, Area Manager / Physical Security*, will serve as **Contract Manager** and **Key Personnel**, fully meeting and exceeding the requirements outlined within the solicitation for this role.

Ms. Penfield will serve as the primary on-the-ground leader, her presence ensures direct oversight of day-to-day operations, real-time responsiveness, and continuity of leadership—key factors in delivering reliable and effective security services.



Christy Penfield, Area Manager / Physical Security. Christy Penfield serves as Area Manager for SecurTec, bringing over 20 years of combined experience in law enforcement, private security, and firearms instruction. She oversees site operations, personnel deployment, and compliance across multiple client locations. A former police officer and certified firearms instructor, Ms. Penfield holds Florida Class D and G licenses, along with numerous tactical and training certifications. Her background includes managing armed security teams, conducting advanced weapons training, and coordinating law enforcement qualifications. Ms. Penfield’s extensive operational and leadership experience ensures consistent, professional service delivery aligned with client and public safety expectations.



James Sierawski, Vice President and Chief Security Officer. Mr. Sierawski serves as Vice President and Chief Security Officer at SecurTec, where he oversees contract compliance, quality assurance, and *The SecurTec Center for Security Excellence*. With over 35 years of experience in the private, commercial, and government security sectors, James brings a wealth of expertise from his distinguished career. He served as a Navy SEAL for 22 years, with assignments in SEAL Teams Five, Six, and Eight, gaining expertise in force protection, counterterrorism, and emergency response procedures. He later worked as a police officer in Virginia Beach, gaining valuable experience in crime prevention and investigations.

Transitioning to the defense contracting industry, James spent ten years as Vice President of Training for Blackwater, managing a multimillion-dollar P&L and overseeing critical security operations for the U.S. Navy, Department of State, and Department of Defense. He has also led security operations in high-risk environments, including sensitive pipeline

construction projects and oil refineries, ensuring compliance with DHS standards. In his current role at SecurTec, James provides leadership and strategic direction, leveraging his extensive background to enhance operational excellence and ensure the highest standards of security across the organization.

Corporate Performance Team



John C. Xanthos, Managing Partner and Chief Financial Officer.

As Managing Partner and CFO of SecurTec, Mr. Xanthos leads the company’s financial strategy and full back-office operations, driving performance, compliance, and profitability across the enterprise. He also oversees the Physical Security and Administrative Divisions, ensuring operational excellence across critical service areas. A key architect of SecurTec’s growth, Mr. Xanthos blends financial leadership with strategic oversight—positioning the company for long-term success in competitive, contract-driven markets.

Prior to SecurTec, John held senior financial roles at Nova Southeastern University, BBX Capital, GardaWorld, and Cowheard & Associates. He holds an M.B.A. in Finance from Nova Southeastern University, a B.A. in Accounting from Florida Atlantic University, and several certifications, including CPA, Certified Fraud Examiner, and Certified Corporate FP&A Professional. Outside of his corporate responsibilities, John is an active community leader, serving on boards such as the Center for Foreign Affairs and Defense Policy, the City of Fort Lauderdale Budget Advisory Board, and Leadership Broward’s Finance Committee.



Jessica Johnson, Director of Administrative Services with a robust background in driving operational excellence HR leadership, and corporate performance across a range of industries. At SecurTec, Jessica spearheads the strategic development and execution of administrative policies that streamline operations and align with overarching business objectives. Jessica leads physical security administration strategy and operations, delivering advanced access control, facility protection, and comprehensive emergency preparedness plans that safeguard organizational assets. A champion of process optimization, she drives initiatives that enhance cross-functional collaboration and organizational agility.

CHRISITY PENFIELD

AREA MANAGER

cpenfield@gosecurtec.com
(877) 513-3211 | www.GoSecurTec.com
19505 Biscayne Blvd Ste. 2350
Aventura, FL 33180



Christy Penfield is a seasoned Area Manager at SecurTec, recognized for her leadership in developing and implementing operational procedures that ensure compliance, consistency, and high-performance service delivery. With over 20 years of experience in law enforcement, private security, and tactical training, she plays a pivotal role in aligning frontline operations with strategic objectives. Her expertise in SOP development, personnel oversight, and regulatory compliance has been instrumental in elevating operational standards across multiple client sites.

SecurTec of Florida LLC dba SecurTec | 2 Year

Area Manager, Physical Security Division

- Lead regional physical security operations across multiple high-profile client sites, ensuring seamless service delivery, regulatory compliance, and operational excellence.
- Design, implement, and continuously refine standard operating procedures (SOPs) that drive consistency, accountability, and mission alignment across all field operations.
- Direct personnel management, including staffing strategies, scheduling, and leadership development to support high-performance teams in dynamic, high-risk environments.
- Oversee compliance, training, and readiness programs for armed and unarmed officers, leveraging deep expertise in tactical instruction and law enforcement protocols.
- Act as the strategic conduit between executive leadership, field teams, and clients—translating organizational goals into scalable, field-ready operational frameworks.
- Conduct site audits, performance reviews, and operational assessments to proactively identify risk, enhance service quality, and ensure contract adherence.
- Drive continuous improvement initiatives that optimize operational workflows, elevate client satisfaction, and support long-term contract retention and growth.

Education

Law Enforcement Academy | Hillsboro, MO

Associates of Applied Science Degree in Criminal Justice | Jefferson Community College

Licenses

State of Florida Security Officer D License | D 3408908

State of Florida Statewide Firearm License | G 3401491

Certifications and Trainings

Crisis Management Response for Law Enforcement Supervisors

Active School Shooter Response

CPR / AED Certification

Physical Training Statutory Law

Interview/Interrogation Technique



- Represent SecurTec as a trusted operational leader, cultivating strong client relationships and reinforcing the company's reputation for security excellence.

Platinum Group Security, Boca Raton, FL | 1 Year

Licensed Armed Security Officer

- Provided armed security and protection for Family Church's Christian Academy program, ensuring the safety of students, staff, and property across multiple locations.
- Managed scheduling and deployment of security personnel to optimize coverage and operational effectiveness for the Family Church contract.
- Conducted interviews and assisted in the recruitment process to maintain a high-caliber security team aligned with organizational standards.
- Responded promptly to security incidents, maintaining a secure and welcoming environment for all stakeholders.
- Collaborated with church leadership and local authorities to uphold safety protocols and emergency preparedness.

Okeechobee Shooting Sports LLC, Okeechobee, FL | 3 Years

Assistant Manager

- Managed comprehensive office operations including employee records, timekeeping, payroll, insurance administration, and compliance with regulatory requirements.
- Administered financial functions such as accounts payable, QuickBooks bookkeeping, monthly sales tax submissions, and internal audits of the A&D Bound Book for multiple LLCs.
- Oversaw licensing and regulatory compliance for all business entities, ensuring adherence to federal and state firearm laws.
- Maintained law enforcement contracts, coordinated scheduling, and facilitated agency relations for annual service agreements.
- Ensured safety and regulatory compliance at the shooting range, providing expert instruction and personalized training to clients and new firearms enthusiasts in both one-on-one and group settings.
- Played a key role in client engagement, delivering hands-on assistance and fostering a safe, educational environment.

Lotus Gunworks, Jensen Beach, FL | 1 Year, 4 Months

Instructor and Range Safety Officer

- Delivered expert client support across retail operations and shooting range activities, enhancing customer experience and safety.
- Assisted in the selection and procurement of firearms and accessories to meet client needs.
- Maintained strict safety protocols on the range, guiding proper firearm handling and usage.

Certifications and Trainings

Pistol/Rifle/Shotgun Instructor Certification

NRA RSO Certification

Glock Armorer's Certification

Remington 870 Armorer's Certification

AR-15/M-4 Armorer's Certification

Advanced Patrol Rifle Training

Tactical Handgun I

OC Pepper Certification

Expandable Baton Certification

HAZWOPPER Certification

RADAR / LIDAR Certification

Juvenile Justice Procedures

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- Provided individual and group firearms training, educating new enthusiasts in both practical and classroom settings.

Police Department / Sheriff's Office MO | 11 Years

Police Officer

- Pevely Police Department, Pevely MO
- Wright City Police Department, Wright City, MO
- Warren County Sheriff's Department, Warrenton, MO
- Iron Mountain Lake Police Department, Bismarck, MO
- Jefferson College Police Department, Jefferson, MO

Defender Services Inc., Festus, MO | 1 Year

Nuclear Armed Guard

- Provided armed security for the Westinghouse Decommissioning Project, operating under federal clearance and advanced tactical training.
- Performed access control, perimeter and interior patrols, and conducted searches of individuals, vehicles, and property in a high-security environment.
- Maintained detailed daily logs and incident reports while ensuring compliance with federal safety and security protocols.
- Completed 35.5 hours of POST-certified training in Advanced Tactical Patrol and Crisis Management for Law Enforcement Supervisors.

JAMES SIERAWSKI

VICE PRESIDENT AND CHIEF SECURITY OFFICER

jsierawski@GoSecurTec.com

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As Vice President and Chief Security Officer at SecurTec, James Sierawski brings over 35 years of experience spanning elite military service, domestic law enforcement, defense contracting, and private-sector security leadership. James oversees all aspects of SecurTec's security strategy, contract compliance, quality assurance, and advanced training programs through the SecurTec Center for Security Excellence. He plays a pivotal role in strategic planning, staff readiness, and regulatory adherence for high-risk and mission-critical environments across government and commercial sectors.

SecurTec of Florida LLC dba SecurTec | 3 Years

Vice President & Chief Security Officer

- Executive leader overseeing contract compliance, security operations, and quality assurance across SecurTec's client portfolio, including sensitive and regulated environments.
- Directs operations of the SecurTec Center for Security Excellence, ensuring all personnel are trained to the highest industry standards.
- Advises on risk mitigation, force protection planning, and emergency response coordination for government and infrastructure clients.
- Supports the development and implementation of company-wide security policies and field operating procedures.
- Serves on the Strategic Planning Team and Advisory Board, contributing decades of leadership and field expertise to executive decision-making.

Badlands Security Group | U.S./Canada Border & Various U.S. Sites | 5 Years

Supervisor & Business Development Coordinator

- Directed armed and unarmed security operations for critical infrastructure projects, including pipeline construction, petrochemical facilities, and rail systems.
- Ensured full compliance with DHS Chemical Facility Anti-Terrorism Standards (CFATS) and developed security protocols tailored to volatile environments.

Education and Training

U.S. Navy Leadership and Management Courses – Completed during 22-year Naval career

Department of Defense Training – Anti-Terrorism Officer, Force Protection Planning, Emergency Response

Law Enforcement Academy – Virginia Beach Police Department Certification

Certifications And Security Clearances

Former Top-Secret Clearance, U.S. Department of Defense

Former Secret Clearance, Other Government Agencies (OGAs)

Certified Anti-Terrorism Officer

DHS CFATS Compliance Experience (Chemical Facility Anti-Terrorism Standards)



- Provided on-the-ground leadership during high-risk incidents including pipeline ruptures and protest activity.
- Authored numerous policies, procedures, and site-specific security instructions for industrial and environmental operations.

Blackwater | 10 Years

Vice President of Training

- Oversaw a \$35M P&L center supporting national and international security contracts.
- Managed a team of 50 staff and over 100 independent contractors deployed globally.
- Directed training programs and field operations supporting:
 - U.S. Navy Force Protection Anti-Terrorism Training Program
 - Department of State's Anti-Terrorism Assistance Program
 - Department of State Worldwide Protection Services
 - Department of Defense Azerbaijan Maritime Interdiction Program
- Maintained top security clearances; coordinated across federal agencies to implement high-risk training programs and security operations.

Virginia Beach Police Department | 4 Years

Police Officer

- Served in patrol and investigative capacities focusing on crime prevention, robberies, and burglaries.
- Participated in community policing initiatives and public safety outreach.

United States Navy – SEAL Teams Five, Six & Eight

Chief Warrant Officer 3 (CW03), SEAL Team Training Officer | 22 Years

- Completed multiple deployments with elite SEAL teams, specializing in counter-terrorism, force protection, and special operations.
- Led mission planning and execution in classified, high-threat environments.
- Served as Training Officer for SEAL Team Eight, responsible for preparing operational teams through advanced tactics, weapons, and scenario-based training.
- Developed force protection and anti-terrorism protocols still in use across various commands.
- Completed numerous military leadership, logistics, and emergency response training programs.

Key Strengths

Executive-level leadership in high-risk and regulated environments

Proven track record in domestic and international security operations

Extensive experience in force protection, anti-terrorism, and emergency response

Expertise in managing large-scale training programs and high-performance teams

Strong knowledge of DHS, DoD, and DoS operational requirements

Skilled in writing, implementing, and enforcing security policies and SOPs

JOHN C. XANTHOS, CPA, MBA, CFE

MANAGING PARTNER AND CHIEF FINANCIAL OFFICER

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As Managing Partner and CFO of SecurTec, John Xanthos leads the company's financial strategy and full back-office operations, driving performance, compliance, and profitability across the enterprise. He also oversees the Physical Security and Administrative Divisions, ensuring operational excellence across critical service areas. A key architect of SecurTec's growth, John blends financial leadership with strategic oversight—positioning the company for long-term success in competitive, contract-driven markets.

SecurTec of Florida LLC dba SecurTec | 3 Years

Managing Partner and Chief Financial Officer

- Executive lead of SecurTec's Physical Security Division, directing field operations, compliance, and service quality for mission-critical contracts across sensitive environments.
- Finance and operations leader with full P&L responsibility and a proven track record of aligning financial strategy with enterprise growth across government and commercial sectors.
- Spearhead all financial functions including forecasting, budgeting, tax strategy, financial reporting, audit readiness, and regulatory compliance, delivering consistent performance in dynamic and regulated environments.
- Architect of scalable back-office infrastructure, overseeing finance, HR, legal, and administrative functions to enable sustainable growth and operational excellence.
- Lead pricing strategy and cost modeling for high-value government proposals, driving win rates and margin expansion through data-driven financial planning and compliance with federal acquisition regulations.
- Modernized operations through ERP integration and automation, improving reporting and materially reducing overhead.
- Influence corporate direction, investment decisions, and resource allocation to support long-term vision and company value.

Education

**Nova Southeastern University |
Master of Business Administration
(MBA) with concentration in
Finance**

**Undergraduate work at UF and
FAU in accounting and finance
culminating in a bachelor's degree
in accounting**

Certifications

**Certified Public Accountant (CPA) –
License (FL) #AC53748**

**Certified Fraud Examiner (CFE) -
880572**

Awards

FICPA Leadership Academy Class II

**Leadership Broward Class XL
Program Graduate**

**National Healthcare CFO Summit
Speaker**

**SFBW (South Florida Business &
Wealth) Up and Comer Honoree**

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- Key contributor to M&A strategy and joint ventures, providing operational and financial diligence that shapes organizational expansion and partnership outcomes.

NSU Health the clinical operations division of Nova Southeastern University | 6 Years

Executive Director of Finance & Patient Financial Services | 5 Years

- Developed and drove financial strategic objectives forward.
- Managed audits by both external auditors and state auditors related to the division and grants.
- Was responsible for risk management of the division; identified risks, and implemented, maintained, and monitored controls.
- Reviewed payer contracts and managed renegotiation efforts, resulting in a 40% increase in reimbursement rates.
- Developed numerous dashboards to produce real-time KPIs and reporting from the GL and EMRs in Power BI.
- Created dozens of financial policies to standardize processes across the enterprise.
- Revamped inefficient processes within the revenue cycle and increased collections by 20% within 3 months.
- Instituted the first Finance Town Hall quarterly meetings to keep the team aligned with the division's goals.

Director of Accounting & Finance, NSU Health, Davie, FL

- Developed annual budgets and quarterly reforecasts, as well as formulating all financial models with sensitivity analysis for new business lines.
- Oversaw maintenance and monthly closing of division's accounting records and prepared monthly, quarterly, and annual financial statements for NSU's Clinical Operations, comprising >50 clinics and all types of outpatient medical practices.
- Developed dynamic financial modeling for entire business to respond with agility to constant changes attributable to COVID-19, and other normal operational disturbances.
- Automated all recurring journal entries to ensure the month end close is seamless, complete, and accurate.
- Oversaw the budget creation and contract negotiation for a \$5M state grant to serve the veteran population at NSU.
- Explored all undefined costs hitting business and reduced excess spending by \$300K.
- Coordinated with independent auditors and state auditors during audits for both financial statements and grants.
- Cleaned up and resolved process issues which had created a buildup of 10,000+ outstanding bank reconciliation items.

Community Engagement

Center for Foreign Affairs and Defense Policy – Treasurer

Leadership Broward - Finance Committee Member

Budget Advisory Board – City of Fort Lauderdale - Board Member 2019 – 2020

AICPA & FICPA - Member

Emerge Broward - Board Member & Treasurer

American Hellenic Education Progressive Association (AHEPA) - Treasurer

CONFIDENTIAL & TRADE SECRET – REDACTED VERSION

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- Managed team, and the project, to clean up aged AR. Reduced AR >365 days from 75% of total AR down to 50% in 4 months.
- Established Weekly Learning Sessions for teams to internally continue their education in accounting, finance, and Excel.
- Implemented the creation of standard operating procedures for all internal processes as a training and consistency tool.

BBX Capital | 4 Years

Director of Finance, IT'S SUGAR (a subsidiary of BBX Capital) | 1 Year

- Performed extensive process improvement procedures across all facets of business (inventory, cash management, accounting policies and procedures).
- Remodeled monthly Close process and decreased close from 17 days to 7.
- Oversaw SOX Compliance and financial statement audit process.
- Created a comprehensive and flexible annual budget for 100 stores across the U.S.
- Automated and standardized a variety of reports, including month end decks, 13 Week Cash Flow Statement, board presentations, sales and margin dashboards, and new store models.
- Managed debt covenant reporting to the banks and negotiated debt around a revolving line of credit, and fixed debt.

FP&A Manager | 1 Year

- Performed extensive process improvement procedures across all facets of business (inventory, cash management, accounting policies and procedures).

Financial Analyst | 2 Years

- Generated quarterly forecasts as well as annual budgets which were then presented deck to the portfolio management team and the holding company's executive board.
- Prepared and presented the monthly financial package (including P&L's, Balance Sheet, Cash Flow Statement, etc.) to the portfolio management team and the holding company senior leadership team.
- Produced a daily KPI performance dashboard as well as daily operational accountability reports.
- Created manufacturing SKU level standards and maintained weekly variance reporting to identify inefficiencies, while also leading a team through a retail Point-of-Sale system SKU cleanup and data maintenance.
- Presented weekly performance dashboard reports to senior management team and proposed plans for improvement.
- Created monthly journal entries for accounting as well as necessary adjustments after data review.
- Produced a monthly performance scorecard for the retail segment.
- Calculated monthly bonus payout for the retail segment and commissions for the corporate sales team.

Garda World | 4 Years

Senior Financial Analyst | 1 Year

- Assisted in the development of the annual revenue budget including various "what if" scenarios.

CONFIDENTIAL & TRADE SECRET – REDACTED VERSION

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- Developed and generated weekly scorecards used by the CEO as the main artifact for tracking revenue specific KPIs.
- Produced monthly reports, including the executive sales dashboard, for the CEO presentation.
- Prepared Sales Pipeline Reports, which significantly aided the sales team in meeting sale objectives.
- Bridged revenue performance on a month over month and year over year basis to identify key customer drivers.
- Forecasted monthly revenue numbers on an entity-wide and regional basis.
- Developed weekly Governance Reports to track regional progress and provided remedial actions to achieve targets.
- Created a monthly credit memo report with analysis which helped track problem areas.
- Reconciled monthly revenue variances and presented results within a summarized financial bridge.

Senior Accountant | 3 Years

- Created, edited, and generated company consolidated financial statements.
- Developed an accounting process for specifically identifying acquisition integration costs.
- Journalized & managed ADP payroll in addition to accruals, funding, and analysis.
- Analyzed company workers' compensation and automotive & general liability claims.
- Designated the POWERUSER and assisted with data and system integrity validation during the implementation of the new JDE Enterprise One accounting system.
- Cross-functional collaboration with the Treasury department to record all bank transactions, transfers, and payments.
- Managed and disseminated revenue distribution reports, providing insight into customer and product sales data.
- Developed and managed hierarchical and general structure mapping of the general ledger.
- Guided the process for switching to a new lockbox banking system.
- Started with the company as an Intern, then AR Clerk, AP Clerk, Junior Accountant, then Staff Accountant, absorbing ~10 roles.

JESSICA JOHNSON

DIRECTOR OF ADMINISTRATIVE SERVICES, CORPORATE PERFORMANCE

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Aventura, FL 33180



Director of Administrative Services with a robust background in driving operational excellence HR leadership, and corporate performance across a range of industries. At SecurTec, Jessica spearheads the strategic development and execution of administrative policies that streamline operations and align with overarching business objectives. Jessica leads physical security strategy and operations, delivering advanced access control, facility protection, and comprehensive emergency preparedness plans that safeguard organizational assets. A champion of process optimization, she drives initiatives that enhance cross-functional collaboration and organizational agility.

SecurTec of Florida LLC dba SecurTec | 1 Year

Director of Administrative Services, Corporate Performance

- Direct daily administrative operations in support of the Physical Security Division, ensuring alignment between office functions and field activities across multiple client sites.
- Develop and enforce administrative policies and workflows that enhance operational efficiency, staff coordination, and service delivery in high-security environments.
- Manage departmental budgets, oversee purchasing, and monitor expenditures with a focus on cost control, compliance, and transparency.
- Provide hands-on support for scheduling, payroll coordination, contract documentation, and regulatory reporting to ensure continuity of field operations.
- Lead, train, and supervise administrative support teams, fostering responsiveness, accountability, and clear communication across departments.
- Collaborate closely with field supervisors and contract managers to ensure administrative systems (e.g., timesheets, site logs, onboarding) are accurate, timely, and fully compliant.
- Streamline administrative processes by leveraging ERP, CRM, and workforce management tools tailored for physical security operations.
- Oversee vendor contracts, office procurement, and equipment tracking to support readiness and resource availability at all security sites.

Core Competencies & Skills

Administrative Operations

- HR Support & Onboarding
- Physical Security Oversight
- Budget & Financial Management

Customer Service & Client Relations

- Staff Scheduling & Team Leadership
- Process Improvement
- Policy & SOP Development

CRM & ERP Systems

- Microsoft Office Suite
- Compliance & Records Management
- Notary Public Services

CONFIDENTIAL & TRADE SECRET – REDACTED VERSION

Exempt from disclosure pursuant to Florida Statutes §§ 119.071(1)(f) and 688.002(4)



- Maintain up-to-date compliance documentation, certifications, and incident reports in accordance with client and regulatory standards.
- Act as a liaison between senior leadership, field operations, and support departments to ensure seamless execution of security services and strategic initiatives.

Air Duct Aseptics | 7 Years

Office Manager

- Managed day-to-day operations for a 30+ person team, resolving administrative challenges and supporting internal coordination.
- Oversaw scheduling, timesheet review, and labor tracking to optimize technician deployment and productivity.
- Handled high-level client escalations and coordinated corporate travel and event logistics.
- Maintained office financial records, digital systems, and inventory to ensure operational readiness.
- Collaborated with HR on onboarding, policy updates, and training initiatives.
- Trained field technicians on CRM tools and mobile devices.

NSA, LLC | 3 Years

Customer Care Representative

- Delivered frontline support to customers and distributors, handling high-volume inbound calls with professionalism and efficiency
- Provided accurate shipping schedules and tracking updates, ensuring transparent communication throughout the fulfillment process
- Maintained and updated customer account records, ensuring data integrity and timely resolution of service needs
- Supported order placement and managed product returns, enhancing customer satisfaction and retention
- Conducted outbound collection calls, processed payments, and ensured account reconciliation aligned with company policy
- Responded to customer inquiries via email, delivering timely and solution-oriented support
- Executed accurate data entry for orders, transactions, and account updates, contributing to operational accuracy

Diamond Marketing Solutions | 2 Years

Customer Care Representative

- Provided responsive support to customers and clients via phone and email, ensuring consistent and professional service delivery
- Shared pricing, shipping, and tracking information, supporting smooth transactional experiences for both B2B and B2C clients
- Organized and maintained client order documentation, ensuring proper archival of weekly processed orders using standardized filing protocols
- Supported the broader account management team by maintaining communication logs and contributing to a cooperative, client-focused environment

CONFIDENTIAL & TRADE SECRET – REDACTED VERSION

Exempt from disclosure pursuant to Florida Statutes §§ 119.071(1)(f) and 688.002(4)



Appendix B – Certificates of Insurance

On the following page please find our specimen COI's.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/4/2025

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 this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| PRODUCER El Dorado Insurance Agency, Inc. 3673 Westcenter Dr Houston, TX 77042 | CONTACT NAME: Certificate Department PHONE (A/C. No. Ext): (713)521-9251 E-MAIL ADDRESS: certificates@eldoradoinsurance.com | FAX (A/C. No): (713)521-0125 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED SecurTec of Florida LLC dba SecurTec 222 Lakeview Ave, Ste 800 West Palm Beach, FL 33324 | INSURER A : Summit Specialty Insurance Company NAIC # 16889 | |
| | INSURER B : Milford Casualty Insurance Company NAIC # 26662 | |
| | INSURER C : Travelers Casualty and Surety NAIC # 19038 | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES

CERTIFICATE NUMBER: 247161

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|------------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Errors & Omissions GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | SCGL005000214200 | 07-18-2025 | 07-18-2026 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | SXCS005000085100 | 07-18-2025 | 07-18-2026 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | MWC1039650 | 07-18-2025 | 07-18-2026 | <input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Package | | | 108316818 | 07-18-2025 | 07-18-2026 | Cyber Liability 1,000,000 Form C-Theft, Disapp & 100,000 |

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

CERTIFICATE HOLDER

Sample Certificate

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/23/2025

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 this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|-----------------------|---------------|
| PRODUCER  Kathleen Van Wieringen Ins Agency 6250 Lantana rd Suite 8 Lake Worth, FL 33463 | CONTACT NAME: ustin van Wieringen PHONE (A/C, No, Ext): 5614345699 E-MAIL ADDRESS: | FAX (A/C, No): | |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED SECURTEC OF FLORIDA DBA SECURTEC 222 lakeview ave ste 800 West palm beach, FL 33401 | INSURER A: State Farm Mutual Automobile Insurance Company | | 25178 |
| | INSURER B: | | |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |
| | INSURER F: | | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADD INSD | SUB WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|----------------------------------------------|----------------------------------------|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | 59 -6867-P02 59 -6867-P03 59 -6867-P04 | 07/22/2025 07/22/2025 07/22/2025 | 01/22/2026 01/22/2026 01/22/2026 | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$ |
| | UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

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

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent. |

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Appendix C – Florida Agency License B3500037

On the following page please find our *Security Licensure* and *State of Florida Certificate of Good Standing*.

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

**WILTON SIMPSON
COMMISSIONER
DIVISION OF LICENSING**

04/29/25
DATE ISSUED

04/29/28
DATE OF EXPIRATION

B 3500037
LICENSE NUMBER

SECURTEC OF FLORIDA, LLC.

222 LAKEVIEW AVE
SUITE 800
WEST PALM BEACH, FL 33401

XANTHOS, JOHN C, OTHER

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



A handwritten signature in black ink, appearing to read "Wilton Simpson".

**WILTON SIMPSON
COMMISSIONER**

State of Florida

Department of State

I certify from the records of this office that SECURTEC OF FLORIDA LLC is a limited liability company organized under the laws of the State of Florida, filed on August 7, 2024, effective August 7, 2024.

The document number of this limited liability company is L24000346898.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025, that its most recent annual report was filed on April 29, 2025, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighteenth day of June, 2025*




Secretary of State

Tracking Number: 8705270330CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Appendix D – W-9 Form

On the following page please find our W-9.

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

| | | |
|----------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Print or type. See <i>Specific Instructions</i> on page 3. | <p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>SECURTEC OF FLORIDA LLC</p> | |
| | <p>2 Business name/disregarded entity name, if different from above.</p> | |
| | <p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) P Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) </p> | <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p> |
| | <p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/></p> | |
| | <p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>222 LAKEVIEW AVE STE 800</p> | <p>Requester's name and address (optional)</p> |
| | <p>6 City, state, and ZIP code</p> <p>WEST PALM BEACH, FL 33401</p> | |
| | <p>7 List account number(s) here (optional)</p> | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

| | | | | | | | | | |
|---------------------------------------|---|---|---|---|---|---|---|---|---|
| Social security number | | | | | | | | | |
| | | | | | | | | | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| 9 | 9 | - | 4 | 4 | 4 | 0 | 5 | 6 | 2 |

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| | | |
|------------------|--------------------------|----------------------|
| Sign Here | Signature of U.S. person | Date 1/1/2025 |
|------------------|--------------------------|----------------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Appendix E – Proof of E-Verify registration

On the following page please find our E-Verify documentation.



Company ID Number: 2707111

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and SecurTec of Florida LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 2707111

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



Company ID Number: 2707111

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



Company ID Number: 2707111

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
- 2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
- 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
- 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
- 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
- 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
- 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
- 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
- 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

- 1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee’s Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee’s documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 2707111

Approved by:

| | |
|-------------------------------------------------------------------|---------------------------|
| Employer | |
| SecurTec of Florida LLC | |
| Name (Please Type or Print) John C Xanthos | Title |
| Signature Electronically Signed | Date 06/18/2025 |
| Department of Homeland Security – Verification Division | |
| Name (Please Type or Print) USCIS Verification Division | Title |
| Signature Electronically Signed | Date 06/18/2025 |



Company ID Number: 2707111

Information Required for the E-Verify Program

Information relating to your Company:

| | |
|------------------------------------------------------------|---------------------------------------------------------------|
| Company Name | SecurTec of Florida LLC |
| Company Facility Address | 222 Lakeview Avenue Suite 800 West Palm Beach, FL 33401 |
| Company Alternate Address | |
| County or Parish | PALM BEACH |
| Employer Identification Number | 994440562 |
| North American Industry Classification Systems Code | 561 |
| Parent Company | |
| Number of Employees | 20 to 99 |
| Number of Sites Verified for | 1 site(s) |



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL 1



Company ID Number: 2707111

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name John C Xanthos
Phone Number 8775133211
Fax
Email ixanthos@GoSecurTec.com



Company ID Number: 2707111



This list represents the first 20 Program Administrators listed for this company.



ARMED SECURITY GUARD SERVICES

IFB No. 26-002

FINAL BID TABULATION: November 25, 2025, at 2:00 P.M.

| | COMPANY NAME | BASE BID AMOUNT | PREFERENCE CBE/SBE/LOCAL | City Hall Lobby/Commission Meetings/Bldg, Planning & Zoning Alternate | COMPETITIVE BID (AFTER 5% APPLICATION OF PREFERENCE) |
|-----|-------------------------------------|-----------------|-----------------------------|-----------------------------------------------------------------------------------|---------------------------------------------------------------|
| 1. | Securtec of Florida LLC | \$658,100.88 | N/A | \$82,496.48 | \$658,100.88 |
| 2. | Bright Light Security Services | \$742,176.20 | Local | \$93,632.00 | \$705,067.39 |
| 3. | Dynamic Integrated Security | \$760,266.00 | SBE | \$95,304.00 | \$722,252.70 |
| 4. | F.I.R.S.T. Team Security Agency LLC | \$776,275.56 | Local | \$95,069.92 | \$737,461.79 |
| 5. | Regions Security Services, Inc | \$738,925.20 | N/A | \$95,088.80 | \$738,925.20 |
| 6. | Total Protection Solution LLC | \$792,360.00 | Local | \$100,320.00 | \$752,742.00 |
| 7. | Sunstates Security | \$795,749.04 | Local | \$99,751.52 | \$755,961.59 |
| 8. | Kent Services Inc | \$764,559.36 | N/A | \$93,799.20 | \$764,559.36 |
| 9. | US Security Alliance | \$862,964.64 | Local | \$111,412.40 | \$819,816.41 |
| 10. | Choice One Protection LLC | \$848,958.48 | N/A | \$106,439.52 | \$848,958.48 |
| 11. | Vista Security Services | \$852,260.40 | N/A | \$108,445.92 | \$852,260.40 |
| 12. | Excelsior Defense, Inc | \$869,168.32 | N/A | \$108,078.08 | \$869,168.32 |
| 13. | International Proactive Security | \$996,878.16 | N/A | \$129,124.00 | \$996,878.16 |
| 14. | Pro-Secur Inc | \$1,059,840.00 | N/A | \$132,088.00 | \$1,059,840.00 |

| | | | | | |
|-----|----------------------------|----------------|--|----------------|----------------|
| 15. | Kaive Pro Security | NON-RESPONSIVE | | NON-RESPONSIVE | NON-RESPONSIVE |
| 16. | Consumer Investigation Inc | NON-RESPONSIVE | | NON-RESPONSIVE | NON-RESPONSIVE |
| 17. | Sunshine Protection LLC | NON-RESPONSIVE | | NON-RESPONSIVE | NON-RESPONSIVE |
| 18. | Nation Security | NON-RESPONSIVE | | NON-RESPONSIVE | NON-RESPONSIVE |

- Offers listed from the vendors herein are the only offers received timely as of the above opening date and time.
- All other offers submitted in response to this solicitation, if any, are hereby rejected as late.
- Bidders with SBE/CBE Certification (5%) and Local Business Enterprises (LBE) (5%) receives preference participation points on their total bid price.
- **A CBE or SBE firm:** a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.

Jason Chong

Jason Chong
Opened by:

INVITATION FOR BIDS

ARMED SECURITY GUARDS SERVICES (RE-BID)

IFB # 26-002



The City of Miramar City Commission:

**Mayor Wayne M. Messam
Commissioner Maxwell B. Chambers
Commissioner Avril K. Cherasard
Commissioner Yvette Colbourne
Commissioner Carson Edwards**

**Dr. Roy L. Virgin, City Manager
City of Miramar
2300 Civic Center Place
Miramar, FL 33025**

DATE ISSUED: Thursday, October 16, 2025

OPENING DATE: Tuesday, November 11, 2025, at 2:00 PM EST

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INSTRUCTIONS FOR SUBMITTING A BID IN RESPONSE TO A FORMAL INVITATION FOR BIDS

BIDS MUST BE SUBMITTED USING ONE OF THE FOLLOWING OPTIONS:

OPTION 1: Submit electronically via DemandStar e-bidding module at www.demandstar.com

Please note the following instructions when submitting bids via DemandStar:

1. All bids must be submitted on 8 ½-inch by 11-inch paper, neatly typed with one-inch margins and single-line spacing.

OR

OPTION 2: Delivered in person or mailed to the City.

Bidders must submit one (1) unbound one-sided original bid, neatly typed on one side only with normal margins and spacing, by the due date and time specified in the solicitation. A USB must also be submitted with an electronic version of the complete bid.

Each bid mailed or delivered in person to the City of Miramar (hereinafter the “City”) must be submitted in a sealed envelope or container and must have the following information clearly marked on the face of the envelope or container

- a) Bidder's name, return address and telephone number
- b) Solicitation number
- c) The Solicitation Due Date and Time
- d) Title of the Solicitation

Failure to include this information may result in your bid being deemed “non-responsive” if the City determines that the bid resulted in prejudice to other bidders. The bidder shall have no grounds to protest should such bid that have failed to include the information described above be opened in error.

Bids must be mailed or delivered in person to the attention of the City Clerk’s Office as shown below:

**OFFICE OF THE CITY CLERK
CITY OF MIRAMAR
2300 CIVIC CENTER PLACE
MIRAMAR, FL 33025**

Bids submitted at the same time for different solicitations shall be placed in separate envelopes, and each envelope shall contain the information previously stated. Failure to

comply with this requirement shall result in any such incorrectly packaged Proposals not being considered.

PLEASE NOTE THAT ONLY BIDS RECEIVED ON OR BEFORE THE DUE DATE AND TIME OF NOVEMBER 11, 2025 AT 2:00 P.M. EST WILL BE ACCEPTED.

SUBMITTING A BID IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE BIDDER. THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, OR CAUSED BY ANY OTHER OCCURRENCE. ANY BID RECEIVED AFTER THE DUE DATE AND TIME STATED IN THE SOLICITATION TIMETABLE IN THIS INVITATION FOR BIDS WILL NOT BE OPENED AND WILL NOT BE CONSIDERED.

THE BID MUST BE SIGNED BY AN AUTHORIZED OFFICER OF THE BIDDER WHO IS LEGALLY AUTHORIZED TO ENTER INTO A CONTRACTUAL RELATIONSHIP IN THE NAME OF THE BIDDER. THE SUBMITTAL OF A BID BY A BIDDER WILL BE CONSIDERED BY THE CITY AS CONSTITUTING AN OFFER BY THE BIDDER TO PERFORM THE REQUIRED SERVICES AND/OR PROVIDE THE REQUIRED GOODS AT THE PRICE STATED BY THE BIDDER.

SECTION 1 GENERAL TERMS AND CONDITIONS

1-1 DEFINITIONS

1. The term "Bid" shall refer to any offer(s) submitted in response to this Invitation for Bids.
2. The term "Bidder(s)" shall refer to anyone submitting a Bid in response to this Invitation for Bids.
3. The terms "CBE" or "SBE Firm" is defined as a Small Business Enterprise ("SBE") or a County Business Enterprise ("CBE"), which has a Broward County Business Tax Receipt, is located and doing business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.
4. The term "Chief Procurement Officer" shall refer to the manager of the City's Procurement Department.
5. The term "City" shall refer to the City of Miramar, Florida, or its City Commission, as applicable.
6. The term "Contract" shall refer to the Contract that may result from this Invitation for Bids.
7. The term "Due Date and Time" shall refer to the due date and time listed in the Solicitation Timetable in Section 2 of this Solicitation.
8. The term "Goods" shall refer to all materials and commodities that will be required to be provided by the Successful Bidder(s) in accordance with the Scope of Work and the Terms and Conditions of this Solicitation.
9. The terms "Invitation for Bids", "IFB" or "Solicitation" shall mean this Invitation for Bids, including all Exhibits and Attachments approved by the City, and amendments or change orders issued by the Procurement Department.
10. The term "Procurement Department" shall refer to the Procurement Department of the City of Miramar.
11. The terms "Subcontractor" and "Subconsultant" shall refer to any person, firm, entity, or organization, other than the employees of the Successful Bidder(s), who contract with the Successful Bidder(s) to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Bidder(s).
12. The term "Successful Bidder(s)" shall refer to the Bidder(s) receiving an award as a result of this Invitation for Bids.
13. The terms "Work", "Services", "Associated Services", "Program", "Project", or "Engagement" shall refer to all matters and things that will be required to be done by the Successful Bidder(s) in accordance with the Scope of Work and the Terms and Conditions of this Solicitation.

1-2 AVAILABILITY OF INVITATION FOR BIDS

Copies of this Solicitation package may be obtained from Demandstar at www.demandstar.com. Bidder(s) are **not** required to register with Demandstar to receive a copy of any City Solicitation. Registration with Demandstar.com is optional, at the sole discretion of the Bidder(s). Bidders choosing to register with Demandstar may do so online at www.demandstar.com. **Note: if you are already registered with Demandstar to receive solicitations from Broward County, you do NOT need to register again.**

Bidders who obtain copies of this Solicitation from sources other than the City's Procurement Department or Demandstar risk the potential of failing to receive amendments since their names will not be included on the list of firms participating in the Solicitation process. Such Bidders are solely responsible for such risks.

To request the Solicitation package from the City's Procurement Department, your request should include the following information: the solicitation number and title; the name of the potential Bidder, as well as the name, email address and telephone number of the potential Bidder's authorized contact person.

1-3 CONE OF SILENCE

Bidders are notified that this Solicitation is subject to a "**Cone of Silence**" Pursuant to Sections 2-421 and 2-422 of the City Code of Ordinances ("Code"), "Cone of Silence" is defined to mean a prohibition on any communication regarding this solicitation between a potential contractor, service provider, bidder, proposer, offeror, lobbyist, or consultant and the City's personnel, including but not limited to the City Manager, member of the City's professional staff, or any member of the selection committee.

The Cone of Silence shall be imposed upon each request for proposal, request for qualifications, request for letters of interest or invitation for bids at the time of short listing by the selection team for responses to the particular solicitation, and for procurements, such as a bid, where a short listing is not created, in which case the cone of silence shall be imposed at the bid opening or at the time responses are received.

This Cone of Silence does not apply to oral communications at pre-proposal conferences; oral presentations before evaluation committees; contract negotiations; public presentations made to the City Commission during any duly noticed public meeting; or communications in writing at any time with any City employee, official, or member of the City Commission regarding matters not concerning this solicitation.

The Cone of Silence shall terminate at the time the City Manager or his or her designee makes a recommendation to the City Commission at a duly scheduled meeting of the City Commission; provided, however, that if the City Commission refers the City Manager's recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent recommendation.

1-4 CONTENTS OF SOLICITATION

1. General Conditions.

a) It is the sole responsibility of the Bidder(s) to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the performance of this Solicitation. Pleas of ignorance by the Bidder(s) of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of the City or the compensation to be paid to the Successful Bidder.

b) The Bidder(s) is advised that this Solicitation is subject to all legal requirements and all other applicable City and County Ordinances and/or state and federal statutes, rules or regulations.

2. Additional Information/Addenda.

1) Requests for additional information, explanation, clarification or interpretation must be made in writing to the Procurement Department via e-mail to the contact person(s) listed in this solicitation. The request shall contain the requester's name, address, and telephone number.

2) The Procurement Department will issue a response to any inquiry it deems necessary, via an addendum, issued prior to the solicitation due date and time. Bidder(s) shall not rely on any representation, statement or explanation other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this Solicitation and any addendum issued, the last addendum issued will prevail.

3) It is the Bidder(s) responsibility to ensure receipt of all addenda and substitute Bid Forms. It is the Bidder(s) further responsibility to verify with the Procurement Department, prior to submitting a Bid, that all addenda have been received. The Bidder(s) shall submit the Bid form entitled "**ADDENDA ACKNOWLEDGMENT FORM**" with their Bids.

3. Conflicts in this Solicitation.

Where there appears to be a conflict between the General Terms and Conditions, the Special Conditions, the Scope of Services, the Sample Contract, or any amendment issued, the order of precedence shall be the last amendment issued; the Scope of Services; the Special Conditions; the General Terms and Conditions, and then the Sample Contract.

Where there appears to be a conflict with the due date and time listed anywhere in this solicitation, it is the sole responsibility of the potential bidder(s) to verify the due date and time.

1-5 PREPARATION AND SUBMISSION OF A BID

a. Preparation

- i) The Bid Forms shall be used when submitting a Bid. Use of any other forms shall result in the Bidder(s) Bid being deemed "Non-Responsive."
- ii) The Bid will either be typed or completed legibly in ink. The Bidder(s) authorized agent will sign the Bid Forms in ink, and all corrections made by the Bidder(s) shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or failure to comply with any of the foregoing may result in the rejection of the Bid.
- iii) Upon request, the City will provide a tax exemption certificate, if applicable.
- iv) Any special tax requirements will be specified either in the Special Conditions or in the Scope of Services.
- vi) A telegraphic or facsimile Bid shall not be considered.
- vii) The apparent silence of the Scope of Services or the omission from the Scope of Services of a detailed description concerning Services requested shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the Scope shall be made upon the basis of this Solicitation.
- viii) Vendor Registration is not required.

The city utilizes DemandStar for their vendor registration and vendor database system. Registration with DemandStar is **not** required to submit a Bid.

b. Criminal Conviction Disclosure.

Any individual who has been convicted of a felony during the past ten (10) years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering a Contract with or receiving funding from the City. Forms are available from the Procurement Department.

c. Sworn Statement on Public Entity Crimes.

Pursuant to Paragraph 2(a) of Section §287.133, Florida Statutes, "[A] person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or

perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

d. Preference for CBE or SBE Firms and Local Bidders.

i) Except where federal, state or county Law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five percent of any Bid or five points of any Bid score to a CBE or SBE Firm. Such preference shall apply to Bids or Proposals for commodities, Services and construction.

ii) Except where federal, state or county Law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five percent of any Bid or five points of any Bid score to a Local Business. Such preference shall apply to Bids or Proposals for commodities, Services and construction.

iii) A vendor located outside the City of Miramar City limits is considered equivalent to a Miramar vendor and accorded the same preference if it employs a minimum of 10 full-time equivalent ("FTE") Miramar residents, or its employed Miramar residents constitute 20 percent FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger. Such preference shall apply to Bids or Proposals for commodities, Services and construction.

e) Application of Preferences.

In the application of any price preference granted by the Miramar Procurement Code or Policies, the preference is applied by granting the specified percent price reduction to the price of the Bidder allowed the preference. Preferences shall be additive and computed on the Bid.

f) Drug-free Workplace Preference

All public Bids are subject to the City of Miramar "Preference to Businesses with Drug-free Workplace Program" Ordinance No. 91-32, which grants a preference to a business with a drug-free workplace program whenever two or more Bids are equal with respect to price, quality, and Services. The drug-free workplace vendor shall have the burden of demonstrating that its program complies with Section §287.087, Florida Statutes, and any other applicable state Law. An announcement of this program may be included with the Bid submittals. All Bidders shall submit the duly signed and notarized Bid Form entitled "**DRUG FREE WORKPLACE AFFIDAVIT.**"

g) Anti-Kickback Affidavit

All Bidder(s) shall submit the duly signed and notarized form entitled “**ANTI-KICKBACK AFFIDAVIT**”.

h) Non-Collusion Affidavit

All Bidder(s) shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Bidder(s), firm, or person to submit a collusive or sham Bid in connection with the Work for which their Bid has been submitted; or to refrain from offering in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the Bid or of any other Bidder(s), or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder(s), or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder(s), or any person interested in the proposed work. All Bidder(s) shall submit the duly signed form entitled “**NON-COLLUSION DECLARATION**”.

i) Non-Discrimination Affidavit.

All Proposers shall affirm that their organization shall not discriminate against any person in its operations, activities, or delivery of Services. Proposers shall also affirmatively comply with all applicable provisions of federal, state, and local equal employment Laws and shall not engage in or commit any discriminatory practice against any person on the grounds of sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis, or any other factor which cannot be lawfully used as a basis for Service delivery. All Proposers shall submit the duly signed and notarized form entitled “**NON-DISCRIMINATION AFFIDAVIT.**”

j) Living Wage Affidavit

All Bidder(s) shall submit the duly signed and notarized form entitled “**LIVING WAGE COMPLIANCE AFFIDAVIT**”

k) Business/Vendor Profile Survey.

All Bidder(s) shall provide the City with the information requested in the Business/Vendor Profile Survey prior to being recommended for award of any Contract resulting from this Solicitation.

l) Request for Taxpayer Identification Number and Certification.

All Bidder(s) shall provide the City with their Taxpayer Identification Number prior to being recommended for award of any Contract resulting from this Solicitation.

m) Antitrust Laws.

By submission of a signed Bid, the Successful Bidder(s) acknowledges compliance with all antitrust laws of the United States and the State of Florida, to protect the public from restraint of trade, which illegally increases prices.

n) Conflicts of Interest.

The award of the Contract is subject to the provisions of Chapter 112, Florida Statutes. Bidder(s) shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of the City at the time of the Bid, or at the time of occurrence of the Conflict of Interest thereafter.

o) Collection of Fees, and Taxes.

By acceptance of a Contract, the Successful Bidder(s) acknowledges compliance with the requirement that all delinquent and currently due fees and taxes have been paid. The City may require verification and satisfaction of all delinquencies and currently due fees and taxes prior to recommending a Bidder(s) for the award of any Contract.

1-6 MODIFICATION OR WITHDRAWAL OF A BID

a) Modification of a Bid.

Any modification of a Bid by the Bidder(s) shall be submitted to the Office of the City Clerk prior to the Solicitation Due Date and Time. The Bidder(s) shall submit the new Bid and a letter, on company letterhead, signed by an authorized agent of the Bidder(s) stating that the new submittal supersedes the previously submitted Bid. The sealed envelope shall contain the same information as required for submitting the original Bid. In addition, the envelope shall be marked with a statement that this Bid replaces the previously submitted Bid. No modifications of a Bid shall be accepted after the Solicitation Due Date and Time.

b) Withdrawal of a Bid.

A Bid may be withdrawn only by written communication delivered to the Office of the City Clerk prior to the Solicitation Due Date and Time. A Bid may also be withdrawn after 180 calendar days after the Solicitation Due Date and Time, if it is withdrawn prior to the recommendation for award, by submitting a letter to the Office of the City Clerk at the address identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder(s).

1-7 LATE BIDS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

Bids received after the Solicitation Due Date and Time shall not be accepted, opened, or considered. Modifications of Bids received after the Solicitation Due Date and Time shall also not be accepted or considered. Withdrawals of Bids received after the Solicitation Due Date and Time or prior to the expiration of 180 calendar days after the Solicitation Due Date and Time shall not be accepted or considered.

1-8 SOLICITATION POSTPONEMENT OR CANCELLATION

The City may, in its sole and absolute discretion, reject all, or parts of any and all Bids, re-advertise this Solicitation, postpone or cancel, at any time, this Solicitation process, or waive any irregularities in this Solicitation or in the Bids received as a result of this Solicitation.

1-9 COST OF BIDS

All expenses involved with the preparation and submission of Bids to the City, or any work performed in connection therewith, shall be borne by the Bidder(s). No payment shall be made for any responses received, or for any other effort required of or made by the Bidder(s) prior to commencement of Work as defined by a contract duly approved by the City Commission.

1-10 RECEIPT OF ADDENDA AND SUBSTITUTE BID FORMS

It is the Bidder's responsibility to ensure receipt of all addenda and substitute Bid Forms. It is the Bidder's further responsibility to verify with the Procurement Division, prior to submitting a Bid, that all addenda have been received.

All inquiries regarding this Bid must be written and should be **emailed** to the Procurement contact for this solicitation.

1-11 EXCEPTIONS TO THE SOLICITATION

Bidder(s) may take exception to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. All exceptions taken must be specified in the Bidder(s) cover letter, and shall be referenced by utilizing the corresponding Section, paragraph, and page number in this Solicitation.

Where exceptions are taken, the City, in its sole discretion, shall determine whether to consider the exception and/or the acceptability of the proposed exceptions. The city, after completing the evaluation of the exception, may accept the Bid with the exception, reject the entire Bid due to the exception taken, or deem the Bid Non-Responsive. **BIDDER(S) TAKING EXCEPTIONS ARE SOLELY RESPONSIBLE FOR THIS RISK.**

The city is under no obligation to accept or consider any exceptions or accept any Bid with an exception. Bidder(s) are reminded that they may submit one Bid without exceptions and an alternate Bid with exceptions.

1-12 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidder(s) are notified that all information submitted as part of or in support of Bids will be available for public inspection after opening of the Bids, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Records Law". Any person wishing to view the Bids in person must make an appointment by calling the Procurement Department at (954) 602-3053.

All Bids submitted in response to this Solicitation become the property of the City. Unless the information submitted is proprietary, copywritten, trademarked, or patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any Bid, in its best interest. Acceptance or rejection of any Bid shall not nullify the City's rights hereunder.

1-13 EVALUATION OF BIDS

a) Rejection of Bid.

1) The city may reject any Bidder's(s') Bid and award to the next lowest responsive, responsible Bidder(s).

or

The city may reject and re-advertise for all or any part of this Solicitation, whenever it is deemed in the best interest of the city. The City shall be the sole judge of what is in its "best interest."

2) The City may reject any Bid if the Bidder(s) does not accept or attempts to modify the terms and conditions of this Solicitation.

b) Elimination from Consideration.

No Contract shall be awarded to any person or firm that is in default to the City because of any debt, taxes, or any other obligation whatsoever.

c) Waiver of Informalities.

The City reserves the right to waive any informalities or irregularities in this Solicitation.

d) Demonstration of Competency.

1) A Bid will only be considered from a firm that is regularly engaged in the business of providing the Goods and/or Services required by this Solicitation. The Bidder(s) must be able to demonstrate a good record of performance and have sufficient financial resources, equipment and organization to ensure that they can satisfactorily provide the Goods and/or Services if awarded the Contract because of this Solicitation.

2) The city may conduct a pre-award inspection of the Bidder's(s') site or hold a pre-award qualification hearing to determine if the Bidder(s) possesses the requirement(s) as outlined in the above paragraph and can perform the requirements of this Solicitation. The City may consider any evidence available regarding the financial, technical or other qualifications and abilities of the Bidder(s), including past performance (experience) with the City or any other governmental entity in making the award of any Contract.

3) The City may require the Bidder(s) to show evidence that it has been designated as an authorized representative of a manufacturer, supplier and/or distributor if required by this Solicitation.

4) The City reserves the right to audit all records pertaining to and resulting from any award because of this Solicitation, financial or otherwise.

1-14 NEGOTIATIONS

Not applicable to this Solicitation.

1-15 AWARD OF A CONTRACT(S)

a) Contract(s).

This Solicitation contains a sample contract. After award, a **similar** contract, inclusive of all attachments and any modifications ***that the City, in its sole discretion, may make***, will constitute the entire contract between the parties. No rights shall inure to the benefit of any Bidder pursuant to this Solicitation until the contract has been executed by both parties.

b) Additional Information.

The award of a contract(s) may be preconditioned on the subsequent submission of other documents as specified in the Special Conditions or Scope of Services. The Successful Bidder(s) shall be deemed "Non-Responsive" if such documents are not submitted in a timely manner and in the form required by the City. Where the Successful Bidder(s) is deemed "Non-Responsive" as a result of such failure to provide the required documents, the City may award any Contract to the next lowest, responsive, responsible Bidder whose bid is in the best interest of the City.

c) Independent Contractor(s).

The Successful Bidder shall be a contractor operating independently from the City. All employees and contractor(s) to the Successful Bidder(s) shall be, always, the sole employees or contractor(s) of the Successful Bidder(s) under its sole discretion and not an employee, contractor(s), or agent of the City. Nor shall employees and contractor(s) to the Successful Bidder(s) enjoy any privity of contract with the City. Neither the Successful Bidder(s) nor any of its employees shall receive any City benefits available to employees of the City. The Successful Bidder(s) shall supply competent and physically capable employees and contractor(s). The city may require the

Successful Bidder(s) to remove any employee or contractor(s) it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the Services is not in the best interest of the city. Failure of the Successful Bidder to comply with the City's request will be sufficient cause for the Successful Bidder to be declared in breach of the Contract.

d) Contract Extension.

The City reserves the right to automatically extend any Contract(s) for up to 180 calendar days beyond the stated Contract(s) term, for operational purposes, under the same terms and conditions of said Contract(s). The City shall notify the Successful Bidder(s) in writing of such extensions. Additional extensions beyond the first 180-day extension may occur, if, approved by the City's Commission with the mutual agreement of the city and the Successful Bidder(s).

e) Limited Contract Extension.

Any specific Work assignment which commences prior to the termination date of any Contract(s) and which will extend beyond the termination date shall, unless terminated by mutual written agreement of both parties, continue until completion at the same prices, terms and conditions as set forth in the Contract(s).

f) Non-Exclusive Contract(s).

Although the purpose of this Solicitation is to secure a Contract(s) that can satisfy the total needs of the City, it is agreed and understood that any Contract(s) does not constitute the exclusive rights of the Successful Bidder(s) to receive all orders that may be generated by the City in connection with the types of products and/or Services requested, unless otherwise stated herein.

g) Voluntary Reduction in Price

The City may accept a voluntary reduction from a low Bidder after Bid opening, if such reduction is not conditioned on, nor results in, the modification or deletion of any condition contained in the Invitation for Bids and is determined to be in the best interests of the City. A voluntary reduction may not be used to ascertain the lowest responsive Bid.

1-16 RIGHT OF APPEAL

After a notice of intent to award a Contract is posted, any actual or prospective Bidder who is aggrieved in connection with the pending award of the Contract or any element of the process leading to the award of the Contract may protest to the Chief Procurement Officer. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of and the basis for the protest. Filing shall be considered complete when the protest and accompanying fee is received by the Chief Procurement Officer.

A nonrefundable filing fee from the protester is required to compensate the city for the expenses of administering the protest. The fee shall be in the form of cash or a cashier's check, and in accordance with the schedule provided below:

| Contract Award | Amount Filing Fee |
|-----------------------|----------------------------------------------------------------|
| \$10,000-\$50,000 | \$500.00 |
| \$50,001-\$250,000 | \$1,000.00 |
| \$250,001 and greater | 1% of the pending award or \$5,000.00, whichever is greater |

1-17 BIDDER(S) AND RESULTING SUCCESSFUL BIDDER(S) OBLIGATIONS

- a) Rules, Regulations, Licensing, and Other Requirements.

The Bidder(s) shall comply with all laws and regulations applicable to the Goods and/or Services contained in this Solicitation. The Bidder(s) is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the Goods and/or Services offered.

- a) Conditions of Packaging and Packaging Materials.

If applicable, and unless otherwise specified in the Special Conditions or Scope of Services, all containers shall be suitable for shipment and/or storage and recyclable to the greatest extent possible.

1-18 REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS

All Contracts with the City for purchase of supplies, materials, or Services, including professional Services which involve the expenditure of \$25,000 or more, shall require that the Bidder(s) submits with its Bid a listing of all first-tier Subcontractors or Subconsultants who will perform any part of the Contract Work and all suppliers who will supply materials for the Contract Work direct to the Successful Bidder(s). In addition, the Successful Bidder(s) shall not change or substitute Subcontractors, Subconsultants, or suppliers from those listed in the Bid except upon written approval of the City.

All Bidder(s) shall submit the completed Bid form entitled “**BIDDER(S) DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS**” with their Bid. **FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL RENDER THE BID NON-RESPONSIVE.**

1-19 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Successful Bidder(s) understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The Successful Bidder(s) agrees to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

1-20 OTHER AGENCIES (PIGGYBACK CLAUSE)

The successful Bidder(s) from this IFB may permit any other municipality or government agency to contract with the Bidder under the same prices, terms, and conditions of the Agreement entered with the City. Any other agency that chooses to piggyback the terms and conditions of this contract shall do so independently and shall be responsible for its own purchases.

1-21 ACCEPTANCE OF CREDIT CARDS

The City of Miramar has implemented a Purchasing Card (P-Card) Program. Vendors must have the capability to accept credit cards for payments or must be willing to take the necessary steps to have the capability to accept credit cards prior to the implementation of this agreement as the city may opt to use the P-Card (SunTrust Mastercard) as its method of payment.

While acceptance of credit cards for payments may be mandatory, this shall not be the City's exclusive method of payment. Contractors shall not charge a surcharge, convenience fee or any other fees associated with the acceptance of payment by the City's P-Card.

1-22 VENDOR REGISTRATION

Vendors who are interested in registering their business with the City of Miramar may do so by visiting the following link: <https://www.miramarfl.gov/189/Vendor-Registration>.

1-23 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

In accordance with F.S. 287.05701, the City of Miramar does not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Furthermore, the City of Miramar does not give preference to a Proposer based on the Proposer's social, political or ideological interests.

END OF SECTION

SECTION 2 SPECIFIC TERMS AND CONDITIONS

2-1 PURPOSE

The purpose of this Solicitation is to select a Provider to perform Armed Security Guard Services according to the Scope of Services set forth herein. The City requests bids from experienced, fully qualified, certified and licensed companies, hereinafter referred to as the "Bidder" to provide the Services described herein.

2-2 SOLICITATION TIMETABLE

The anticipated schedule for this Solicitation and the award of any resulting Contract shall be as follows:

| <u>Milestone</u> | <u>Timeframe</u> |
|--------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| IFB Issuance..... | Thursday, October 16, 2025 |
| Mandatory Pre-Bid Conference..... | Thursday, October 23, 2025, at 10:00 AM EST at the Wastewater Reclamation Facility (WWRF), located at 13900 Pembroke Road, Miramar, FL 33027 |
| Deadline for Clarification Questions | Tuesday, November 4, 2025 |
| Bids Due to City..... | Thursday, November 11, 2025, at 2:00 PM EST |
| Award of IFB | TBA |

2-3 TERM OF CONTRACT

The Contract resulting from this Solicitation shall be for a period of three years, with the option to renew for two additional one-year periods.

In addition to any renewal, the City Manager or his/her designee is authorized to extend, for operational purposes only, for a maximum of 180 days, any Contract entered by the City pursuant to City Commission approval. Any further extensions of such Contract require the approval of the City Commission.

2-4 METHOD OF AWARD

The award of any Contract resulting from this Solicitation will be made to the lowest responsive, responsible Bidder that meets the qualifications and whose Bid will be most advantageous to the City.

2-5 METHOD OF PAYMENT

The Successful Bidder(s) shall submit fully documented invoices within 30 calendar days after the Services have been rendered. These invoices shall be submitted to The City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, Florida 33025. All documentation shall reference the appropriate Contract number, the type of Service(s) provided, and the dates or period that the Service(s) were provided in the prior 30 days.

2-6 MANDATORY PRE-BID CONFERENCE AND SITE VISITS

A MANDATORY Pre-Bid Conference will be held at the Wastewater Reclamation Facility (WWRF), located at 13900 Pembroke Road, Miramar, FL 33027 followed by site visits for this Solicitation. Contractors shall be prepared to visit all sites.

2-7 INSURANCE

See insurance requirements in Sample Agreement.

2-8 PERFORMANCE BOND BASED ON TOTAL BID PRICE

a) The Successful Bidder(s) to whom an award is made shall duly execute and deliver to the City a Performance Bond in the amount of 50% of the total Bid price awarded. A Successful Bidder may deliver multiple bonds in lieu of a single bond, if the aggregate total of these bonds equals the amount specified above. The bonds shall be delivered to the City within 10 calendar days after City Commission approval of the award. If a Successful Bidder fails to deliver the Performance Bond within this specified time, including any granted extensions, the City may declare the Successful Bidder's Bid as Non-Responsive as being in default of the contractual terms and conditions, and rescind the award. Further, the city may refuse to accept any proposal or Bid from the Bidder for the 24-month period following such default.

b) The following Specifications shall apply to the Performance Bond required above:

1) All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with B V qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A. M. Best Company of Oldwick, New Jersey.

2) On Contract amounts of \$500,000.00 or less, the bond provisions of Section 287.0935, Florida Statutes shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

i) Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Invitation for Bids is issued; and

ii) Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and

iii) Providing a copy of the currently valid Certificate of Authority issued by the United States Department of Treasury under SS. 31 U.S.C. 9304, 9308. Surety insurers shall be listed in the latest Circular 570 of the United States Department of Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations shown in this circular.

3) For Contracts in excess of \$500,000.00, the company must have been listed for at least three consecutive years or hold a valid Certificate of Authority of at least \$1,500,000.00 and be on the Treasury list, provide personal financial statements or last three-year corporate financial statements, list of current work on hand, evidence of borrowing capacity, copy of the firm's trade license and current certificate of insurance.

4) Surety Bonds guaranteed through the United States Government Small Business Administration ("SBA") or Successful Bidder Training and Development, Inc. will also be accepted.

5) In lieu of a Performance Bond, a cash bond in the form of a certified cashier's check made out to the City of Miramar will be acceptable. All interest will accrue to the City during the life of the Contract and if the funds are being held by the City.

6) The attorney in fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of the power of attorney authorizing the officer to do so. The Contract bond must be counter signed by the surety's resident Florida agent.

2-9 ACCEPTANCE OF GOODS AND SERVICES

The Services shall be performed by the Successful Bidder(s) consistent with the highest professional standards. Any Work not performed as required shall be corrected by the provider to the extent possible at no cost to the City.

An authorized representative of the City will inspect the Services provided under this IFB to determine acceptance of Work, appropriate invoicing and warranty conditions.

END OF SECTION

SECTION 3 SCOPE OF SERVICES AND SPECIAL REQUIREMENTS

3-1 SCOPE OF SERVICES

The Contractor Shall:

1. Administer and provide armed security guard services for the East and West WTP's which shall include, but not be limited to, staffing the perimeter fencing areas, as well as periodic patrolling (minimum once every two hours) on the entire facility using contractor provided equipment including but not limited to vehicle(s)/ 3 golf cart(s)
2. Administer and provide armed security guard services for the WWRF, which shall include, but not be limited to, staffing the main entrance security gate as well as periodic patrolling of the compound without leaving the gate compromised.
3. Administer and provide armed security guard services at other City facilities; City Hall Lobby on Monday through Thursday, Building, Planning and Zoning lobby on Tuesday and Thursday, City Commission meetings, typically two night per month (schedule to be provided to successful bidder).
4. Provide sufficient security services to protect all City property and equipment from being damaged, defaced, destroyed or stolen while on duty.

3-2 SERVICE REQUIREMENTS

The Contractor shall ensure the following Service requirements are met:

1. WORKDAYS AND HOURS
 - a. Armed Security Guard Services shall be provided for the hours and workdays for each location as noted in this Solicitation.
 - b. The Work Schedule shall be as follows:
 - WWRF: Monday – Sunday, 24 hours per day, 7 days per week.
 - WWTP: Monday – Sunday, 24 hours per day, 7 days per week.
 - EWTP: Monday – Sunday, 24 hours per day, 7 days per week.
 - City Hall (Lobby) – Monday through Thursday during the day 7am to 6pm
 - Building, Planning and Zoning – Tuesday and Thursdays, 7am to 6pm

2. TRAINING

- a. Contractor shall designate a training officer who shall perform all training for a new security guard assigned to the City.
- b. If a new security guard is provided after the City-provided training, the Contractor shall ensure the newly assigned security guard is properly trained on City security procedures for a minimum of eight hours and at no additional cost to the City, prior to assigning duty locations.
- c. Training shall include, but not limited to, working on-site at a City security guard post with a guard previously trained by the Contractor.
- d. Once individuals are trained, the same individual shall be utilized and assigned to the same City post areas and given the opportunity to be cross trained at other security guard posts.

3. SITE-SPECIFIC PROCEDURES

- a. Site-Specific Procedures will be identified and developed jointly by the City and Contractor.

4. SECURITY GUARD DUTIES

- a. The security guards shall perform the following duties among other duties as deemed necessary by the City:
 - Be knowledgeable of the specification requirements and post instructions to ensure strict compliance with the requirements.
 - Ensure door and gates are locked and unlocked as requested by the city.
 - Patrol interior and exterior of buildings, grounds, and City vehicles at random intervals (minimum once per two hours).
 - Monitor all security systems including, but not limited to, burglary, fire, and close circuit television ("CCTV") systems.
 - Report any maintenance problems to the city building facility manager and the City Security Branch so that staff can make entries into the Daily Activity Log.
 - Complete Daily Security Report form(s) and ensure all activity occurring during the shift is recorded to include, but not limited to, any unusual and suspicious activity.
 - Assist the City building facility manager and the city first responders in implementing the city procedures for all fire alarms, bomb threats and other emergencies.
 - Regularly conduct random checks on all boxes and containers taken out of the building to ensure city property is not removed by unauthorized personnel.
 - Maintain contact with designated City staff by phone or two-way radio as established by post instructions to designated dispatcher.
 - Maintain respect for, and a high level of professionalism toward employees, contractors, and visitors.

- Be present at assigned duty areas at required times. Security guards shall not leave assigned area unattended until properly relieved. Under no circumstances shall any assigned duty area be left unattended without prior written City approval.
- Be always alerted to the surrounding areas of responsibility.
- Ensure unauthorized personnel do not enter City grounds and facilities beyond public access at any time.
- Avoid using force except when absolute necessary to protect persons and property.
- Control pedestrian traffic entering and departing the facilities.
- Enforce a personnel identification system by checking identification badges and/or vehicle parking decal permits, if applicable, and preventing entry of any unauthorized persons and/or vehicles into the facility.
- Maintain complete and accurate records regarding entry and departure of vehicles, employees, visitors and vendors on City property.
- Protect and safeguard materials, data, equipment and City property against loss, theft or damage.
- Provide reports which detail all unusual situations and circumstances to the security personnel's supervisor both verbally and in writing.
- Respond to alarms, suspicious activities, fires, injuries, security incidents or any emergency situations.
- Participate in the initial incident investigations and submitting appropriate detailed reports to the appropriate City staff.
- Patrol on foot or in a vehicle within the facility and check designated areas, rooms, materials, equipment, etc.
- Deter intruders and make rounds as required, at times designated. It is necessary that security equipment (fencing, locks, alarms, intrusion devices, etc.) be checked during tours of duty to assure that this equipment has not been tampered with, removed, destroyed, cut, broken or found to be defective in any way.
- Conduct initial investigations into any unusual incidents or occurrences uncovered during a tour of duty and, without undue delay, notify the City site representative or his/her designee and submitting a detailed report to security personnel's supervisor with a copy of the report to the Contract Administrator.
- Attend all court appearances for enforcement actions in which any security guard was involved at no additional cost to the city.
- Contact appropriate departments when incoming mail, fax, or carrier delivery is received at their post. Department personnel will be responsible for receipt of such material.
- Report any hazardous safety condition.
- Perform any other duties or functions not specifically outlined or set forth above but which are identified as falling within the scope and realm of a security guard's responsibilities.

5. CONTRACT MANAGER DUTIES

a. The Contract Manager shall:

- Maintain continuous awareness of the quality and completeness of the work performed by the security guard personnel.
- Make periodic joint inspection checks on all security guards with the city designated representative monthly or as requested by the city.

3-3

KEY PERSONNEL QUALIFICATIONS

The Contractor shall provide the following key personnel with the listed qualifications:

1. CONTRACT MANAGER:

The Contract Manager shall have:

- a. A minimum of three years of experience within the last five years in managing security guard personnel.
- b. Extensive knowledge and experience in armed and patrol services procedures. "Extensive knowledge" is defined as a broad knowledge of elements of a job and interrelated business areas to develop or direct the development of new methods, procedures or processes, implement their use and integration into existing programs and assume responsibility for people and its Services.
- c. Specialized training in laws and liabilities, security awareness, mediation and conflict resolution, disaster and emergency situations and managing personnel at various types of facilities.

2. ARMED SECURITY GUARD(S) QUALIFICATIONS:

Security guard(s) shall have:

- a. A minimum of six (6) months experience with the company, one (1) year experience as a security guard and patrolling services in the field, excluding training, and a current Florida Class D security guard license.
- b. The ability to walk a minimum of 300 yards, climb stairs, and lift and carry 20 pounds.
- c. The physical and mental ability to perform the requirements of this specification.
- d. A high school diploma or GED equivalent.
- e. English language fluency with ability to receive, give, and understand written and verbal instructions and procedures.
- f. The ability to communicate orally and in writing.

- g. Possess proper telephone etiquette answering skills.
- h. Fully licensed and qualified to carry lethal weapons.

3-4

UNIFORMS AND EQUIPMENT

1. The Successful Contractor shall provide the following:
 - a. Labor, uniforms, badges, equipment, materials, supplies, vehicles, training, supervision, and management to satisfactorily perform armed security guard services as required by the Contract in compliance with all applicable Florida laws that pertain to the "Security Services" field. A professional appearance and demeanor are vital to a positive first impression.
 - b. One flashlight, reflective, high conspicuity safety vest with "SECURITY" on back, and cold weather apparel for each security guard.
 - c. All additional necessary equipment/materials for security guard's use including but not limited to flashlights, clipboards, logbooks, daily activity logs, two-way handheld radio/Cell phone, etc.
2. Security guards shall:
 - a. Always be in uniform while on duty. The uniform shall be neat, clean, pressed and kept in good physical condition. Non-company supplied symbols, pins, buttons, or slogans may not be applied to the uniform.
 - b. Wear an identifying name badge with the company's logo which shall be clearly visible.
 - c. Always maintain a neat and professional appearance.
 - d. Carry all equipment necessary in the performance of their duty.

3-5

PERSONNEL REPLACEMENT

1. The City designated representative shall have the final approval as to which security guard may be assigned to City facilities.
2. The City reserves the right to request to remove and replace any security guard or staff who, in the City's sole discretion, does not meet the City professionalism, is not attentive to duty requirements, and who appears incapable of performing assigned duties or is not in compliance with service requirements in this specification or the City post Instructions.
3. Any security guard that the City requests to be removed shall be replaced within two hour during the term of the Contract period as requested by the designated representative of the City.

4. EMERGENCY: The city will require the Contractor to provide additional uniformed security guards personnel at City facilities or facilities under the control of the City during emergency situations, such as a natural disaster, act of terrorism, or a catastrophic event. This service is on an as-needed basis. Additional security guards shall be readily available within four (4) hours of telephone notification by the City designated representative.
5. Security guards shall remain on duty and may be required to work up to 12-hour shifts. Security guards may be required to work up to an additional 12 hours during the day or night and on any day of the week.
6. Security guards shall not work more than two consecutive shifts, unless it has been mutually approved by the City and the Contractor.
7. Security guards reporting to work under the influence of alcohol or any illegal substance or out of uniform will not be allowed to stay on duty. The Successful Bidder shall be responsible for the immediate replacement of the guard and shall staff the post until the next scheduled guard arrives for duty.
8. Security guards may be assigned additional duties as designated by the city designated representative, including but not limited to driving, transportation, carrying and lifting objects, protecting designated areas with supplies and materials and other duties as assigned within the scope of specification

3-6

NON-COMPLIANCE WITH WORK HOUR REQUIREMENTS

1. If a Contractor fails to have a security guard on duty at a city specified work facility at the scheduled time for three occurrences during six-month period, the City may, at its discretion, cancel the Contract due to non-performance.
2. The Successful Contractor must ensure assigned guards are at their designated post at the scheduled time. If a security guard is unable to report to duty as scheduled, the Bidder shall immediately provide a replacement to begin at the designated scheduled time or have the Site Supervisor replace the guard until a replacement arrives for duty.
3. If a designated post is left unguarded, and City personnel should provide coverage and act in the capacity of the guard, the City will have the right to deduct the amount for the City staff's wages and benefits from the monthly invoice or seek reimbursement from the Bidder.
4. Security Guards may not sleep while on duty. If a guard should sleep while on duty at one of the designated posts, the City reserve the right to terminate the Contract.

3-7 BIDDER REQUIREMENTS

The Contractor shall:

1. Have an office located in the Broward or Miami-Dade County. The City has the right to inspect the Bidders office before or after award. Bidder shall maintain and staff the office 24 hours a day, seven days a week during the term of the Contract and provide a local 24-hour, seven-days-a-week phone number.
2. Follow Florida Statutes Chapter 493 and all applicable local, state and federal rules and regulations.
3. Have sufficient security staff and security guard personnel to meet City needs during regular scheduled hours and emergency events.
4. Be in good financial standing and shall not be in any form of bankruptcy, current in payment of all taxes and fees and have no other financial difficulties that may prevent contractor from completing this Service.
5. Agree to have Contract Manager or site supervisor on call and return calls within 15 minutes of being contacted by the City designated representative.
6. Provide the following security guards on an as-needed basis, which may include but not be limited to:
 - a. Uniformed armed patrol guards.
 - b. Uniformed armed security guards when requested by the city for special occasions or in emergency situations.
 - c. Security guard site supervisors.
7. Provide proof of valid Florida Class D licenses for all guards assigned to work at City-designated posts and provide background check for guards as requested by the city.
8. Provide the City designated representative the names of all security guard personnel performing under the Contract and provide updated information as changes occur.
9. Ensure security guard(s) are on time and at their scheduled the city facility.
10. Prior to security personnel being assigned to a shift at any the City facility, the Contractor shall:
 - a. Submit a letter to the city designated representative verifying each individual assigned meets or exceeds the City's security requirements.
 - b. Ensure that the relevant security guard does not work more than two consecutive shifts either for the city or another client of the contractor, unless otherwise directed or approved by the city representative.

11. Provide staff and personnel with dependable vehicles with company logo as needed at designated the city locations.
12. Meet with the City-designated representative and establish post procedures and instructions for each assigned post.
13. Ensure that any request for changes to post procedures or other special requests for security guards be made in writing. These changes must be approved by the city-designated representative in writing.
14. Correct all discrepancies brought to the attention of the Contractor by the City designated representative within 24 hours.

3-8

ADDITIONAL LOCATIONS

The City reserves the right to add or remove facilities to or from the Contract or adjust the work schedule with 7 days written notice. There may be instances when the city will request the addition or removal of a security guard immediately due to emergency situations.

3-9

CONFIDENTIALITY

City business may not be disclosed to any individual, corporation, news entity or any other government agency at any time without prior written approval of the City.

3-10

CONTRACTOR OR SUBCONTRACTOR MONITORING

During the term of the Contract, the City may or may not have contractors and/or subcontractors working on special projects at City facilities. The city may require that the Successful Contractor:

- a. Provide a security guard to monitor and oversee the contractor and subcontractor personnel while working at designated facilities. The city will provide a minimum of 48 hours' notice to Contractor when additional security will be needed.
- b. If the City requests additional security guards at a facility to monitor a contractor or subcontractor, and the contractor or subcontractor is not at the facility, the city will pay a minimum of two hours of regular time to the Contractor.

3-11

MANAGEMENT AND PERSONNEL

The Contractor shall include the following information in the Bid:

1. Profile of the Firm – State whether your firm is local, national, or international. Additionally, state the following:
 - a. Age and size of the firm and local office.
 - b. Location of the office where the work on this Project is to be performed.

- c. Number and nature of the staff to be assigned to this Project on a full-time basis (resumes are preferred).
 - d. Number and nature of staff to be assigned to this Project on a part time basis (resumes are preferred).
 - e. How long the firm has been operating as the same business entity.
2. Identify the supervisory and management staff who will be assigned to the Project and indicate whether each holds any certifications and licenses applicable to the proposed Project. Provide resumes for each person that will be assigned to this Project.
 3. Provide a detailed description of the nature and status of any pending or completed litigation, claims made, investigations and or sanctions by the SEC, MSRB or other similar entities, contract disputes or defaults and liens arising in regard to your company's performance of any services or current or former members of your firm arising (during the tenure at your firm) within the last five years prior to the Due Date of this IFB. If Subcontractors or Subconsultants are utilized, provide similar information for the Subcontractors/Subconsultants.

3-12

SILENCE OF SCOPE OF SERVICES

The apparent silence of the foregoing Scope of Services as to any detail or omission from it as to a detailed description concerning any specifics shall be regarded as meaning that only the best commercial practices are to prevail and that only equipment and workmanship of first quality are to be used. All interpretations of this Scope of Services shall be made upon the basis of this statement.

3-13

REFERENCES

1. Please provide at least five client references for which the Project team/firm has provided similar services. **(See Reference Questionnaire Form).**

END OF SECTION

SECTION 4
FORMS AND AFFIDAVITS

BID COVER SHEET – IFB No. 26-002

| | |
|-------------------------------------------------------------------------------------------------------------------|-----------------------------|
| BIDDER'S NAME (Name of firm, entity, or organization): _____ | |
| FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____ | |
| NAME AND TITLE OF BIDDER'S CONTACT PERSON: | |
| Name: _____ | Title: _____ |
| MAILING ADDRESS: | |
| Street Address: _____ | |
| City, State, Zip: _____ | |
| TELEPHONE: (____) _____ | FAX: (____) _____ |
| BIDDER'S ORGANIZATION STRUCTURE: | |
| ____ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture ____ Other (explain): _____ | |
| IF CORPORATION: | |
| Date Incorporated/Organized: _____ | |
| State of Incorporation/Organization: _____ | |
| States registered in as foreign Corporation: _____ | |
| BIDDER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR: _____ _____ | |
| LIST NAMES OF BIDDER'S SUBCONTRACTORS AND/OR SUBCONSULTANTS FOR THIS PROJECT: _____ _____ _____ | |
| BIDDER'S AUTHORIZED SIGNATURE: | |
| The undersigned hereby certifies that this Bid is submitted in response to this Solicitation. | |
| Signed by: _____ | Date: _____ |
| Print name: _____ | Title: _____ |

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

BID PRICE SHEET

COST OR PRICING DATA FOR PRICE BID

Bidders shall submit (attached to this form) Cost or Pricing Data of sufficient detail to allow the evaluators to determine the reasonableness of the Price Bid, reflecting Cost Realism, including all Information other than Cost and Pricing Data and explaining how the lump sum figure was derived.

a) Cost or Pricing Data shall mean all facts that as of the date of submission of the Bid, prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or Pricing Data are data that are factual, not judgmental, and are verifiable. While they do not indicate the accuracy of the Bidder's judgment about estimated future costs or projections, they do include the data forming the basis for that judgment. Cost or Pricing Data are more than historical accounting data, they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred. They also include such factors as: vendor quotations; nonrecurring costs; information on changes in production or purchasing volume; data supporting projections of business prospects and objective and related operations cost; unit-cost trends such as those associated with labor efficiency; make-or-buy decisions; estimated resources to attain business goals; and information on management decisions that could have a significant bearing on costs.

b) Cost Realism shall mean that the costs in a Proposer's Bid are realistic for the Work to be performed, reflect a clear understanding of the requirements, and are consistent with the various elements of the Proposer's Technical Bid.

c) Information other than Cost and Pricing Data shall mean any type of information that is non-numeric that is necessary to determine price reasonableness or Cost Realism.

d) Price, as used in this Solicitation, shall mean cost plus any applicable fee or profit.

BID PRICE SHEET (CONTINUED)

Description

The City of Miramar is soliciting bids from qualified contractors to provide 24 hours per day and 7 days per week armed security guard services at City-owned facilities, specifically, the City's West Water Treatment Plant (referred to as "WWTP"), the City's East Water Treatment Plant (referred to as "EWTP") and the City's Wastewater Reclamation Facility (referred to as "WWRF"), in addition to other facilities as needed.

1. WEST WATER TREATMENT PLANT (West WTP)

| Description | Estimated Hours | Hourly Rate \$ | Extended Total \$ |
|----------------------------------|------------------------|-----------------------|--------------------------|
| Regular Day (7am-7pm) | 4248 | | |
| Regular night (7pm-7am) | 4248 | | |
| Holiday Day Shift (7am-7pm) | 132 | | |
| Holiday Night Shift (7am-7pm) | 132 | | |
| Total | 8,760 | Sub-Total | |

2. EAST WATER TREATMENT PLANT (East WTP)

| Description | Estimated Hours | Hourly Rate \$ | Extended Total \$ |
|----------------------------------|------------------------|-----------------------|--------------------------|
| Regular Day (7am-7pm) | 4248 | | |
| Regular night (7pm-7am) | 4248 | | |
| Holiday Day Shift (7am-7pm) | 132 | | |
| Holiday Night Shift (7am-7pm) | 132 | | |
| Total | 8,760 | Sub-Total | |

3. WASTEWATER RECLAMATION FACILITY (WWRF)

| Description | Estimated Hours | Hourly Rate \$ | Extended Total \$ |
|----------------------------------|-----------------|----------------|-------------------|
| Regular Day (7am-7pm) | 4248 | | |
| Regular night (7pm-7am) | 4248 | | |
| Holiday Day Shift (7am-7pm) | 132 | | |
| Holiday Night Shift (7am-7pm) | 132 | | |
| Total | 8,760 | Sub-Total | |

TOTAL BID AMOUNT (Items 1 – 3): \$ _____

In Figures

ADD ALTERNATE LOCATIONS 4-6

4. CITY HALL LOBBY AND GARAGE LOCATION

| Description | Estimated Hours | Hourly Rate \$ | Extended Total \$ |
|----------------------------------------------|-----------------|----------------|-------------------|
| Regular Day (Mon – Thursday) (7am-7pm) | 2000 | | |

5. COMMISSION MEETINGS and/or COMMUNITY MEETINGS

| Description | Estimated Hours | Hourly Rate \$ | Extended Total \$ |
|------------------------------------------------------------------|-----------------|----------------|-------------------|
| Commission or Workshop meetings Timeframe of 5pm - 10pm | 200 | | |

6. BUILDING, PLANNING AND ZONING

| Description | Estimated Hours | Hourly Rate \$ | Extended Total \$ |
|------------------------------------------|-----------------|----------------|-------------------|
| Tuesdays and Thursdays (7am – 6pm) | 1144 | | |

BID PRICE SHEET (CONTINUED)

TAXPAYER IDENTIFICATION NUMBER (TIN): _____

BIDDER'S NAME: _____
(Company Name)

By: _____
(Principal's Signature)

(Printed Name and Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
SHALL DEEM YOUR BID NON-RESPONSIVE**

BIDDER INFORMATION FORM

All information supplied in connection with this form is subject to review and verification. All determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Bid being deemed "Non-Responsive."

- (1) How many years has your organization been in business under your present business name? _____ years
- (2) State of Florida occupational license type and number: _____
- (3) County (state county) occupational license type and number: _____
- (4) City of Miramar occupational license type and number: _____

(A CITY OF MIRAMAR OCCUPATIONAL LICENSE IS NOT NECESSARY
UNLESS THE BUSINESS IS LOCATED WITHIN THE CITY OF MIRAMAR)

BIDDER(S) MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH BID

- (5) Describe experience providing armed security guard services for similar organizations. Include the number of years performing each type of work to demonstrate that the Bidder meets the minimum qualifications set forth in section 3:

- (6) Have you ever had a contract terminated (either as a prime Successful Bidder or sub-Successful Bidder) for failure to comply, breach, or default?

_____ yes _____ no

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)

BID BOND

STATE OF _____)
) ss:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS that we, _____, as principal, and _____, as Surety, are held and firmly bound unto the City of Miramar ("City"), a municipal corporation of the State of Florida, in the penal sum of _____ Dollars (\$_____), lawful money of the United States, for the payment of which sum well and truly to be made for "CITY OF MIRAMAR- "ARMED SECURITY GUARD SERVICES"", we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the principal has submitted the accompanying Bid, dated _____, 20____.

For:

NOW, THEREFORE,

- (a) if said Bid shall be rejected, or
- (b) if said Bid shall be accepted and the principal shall properly execute and deliver to City the appropriate Contract Documents and shall in all respects fulfill all terms and conditions attributable to the acceptance of said Bid, then this obligation shall be void. Otherwise, it shall remain in force and in effect, being expressly understood and agreed that the liability of the Surety for all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby agrees that the obligations of said Surety and/or its Bond shall in no way be impaired or affected by any extension of time within which the City may accept such Bid and said Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their respective seals this _____ day of _____, 20____, the name and the corporate seal of each corporate party being hereto affixed, and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

Witness

(Individual or Partnership
Principal)

Witness

(Business Address)

(City, State, Zip)

(Business Phone)

ATTEST:

Secretary

(Corporate Principal) *

By: _____

(Title)

ATTEST:

Secretary

(Corporate Surety) *

*Impress Corporate Seal

By: _____

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

REFERENCE QUESTIONNAIRE

Reference For (Bidder's Name): _____

Agency Giving Reference: _____

Name of Contact Person: _____

Address of Agency Giving Reference: _____

Telephone: _____ Email: _____

Please provide a reference for the above-named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

| | QUESTION | Satisfactory | Unsatisfactory |
|---|--------------------------------------------------------------------------------------------|------------------------------|-------------------------------|
| 1 | What was your experience with the firm's ability to provide Armed Security Guard Services? | | |
| 2 | Was the firm's staff readily accessible and responsive? | | |
| 3 | How would you rate the firm's performance with implementation and training? | | |
| 4 | Overall, what would you rate the firm's performance? | | |
| 5 | Would your agency use this firm to provide services again? (Circle One) | YES/ Satisfactory | NO/ Unsatisfactory |

Additional Comments: _____

Print Name_____
Title_____
Signature

MUST BE SIGNED AND COMPLETED BY PERSON PROVIDING THE REFERENCE

FAILURE TO COMPLETE AND RETURN THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE

BIDDER'S DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS

Please list all Subcontractors, Subconsultants and Suppliers to be used in connection with performance of the Contract (use additional pages if necessary):

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

DRUG-FREE WORKPLACE AFFIDAVIT

FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to business with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual Services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. To have a drug-free workplace program, a business shall:

- a) 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.

- b) 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.
 - 1) Give each employee engaged in providing the commodities or contractual Services that are under Bid a copy of the statement specified in subsection (1).

 - 2) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual Services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.

 - 3) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

 - 4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

DRUG-FREE WORKPLACE AFFIDAVIT (CONTINUED)

FLORIDA STATE STATUTE 287.087

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

Vendor's Signature

Print Name

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

SECTION 10 ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein Bid will be paid to any employees of the City of Miramar, its elected officials, and _____ or its design consultants as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this
_____ day of _____, 20____.

Notary Public
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

NON-COLLUSIVE AFFIDAVIT

State of _____)
) ss:
County of _____)

_____, being first duly sworn, deposes and says that:

a) He/she is the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached Bid.

b) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.

c) Such Bid is genuine and is not collusive or a sham Bid.

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

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

Signed, sealed and delivered
in the presence of:

Witness By: _____

Witness _____
(Printed Name)

(Title)

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of Services under any agreement it enters with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____.

Notary Public
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

BUSINESS/VENDOR PROFILE SURVEY

Name of Business: _____

Address: _____

Phone No.: _____

Contact Person (Regarding This Form): _____

Type of Business (check the appropriate type):

- CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.
- A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.

Business is claiming the CBE/SBE Preference; YES _____ NO _____

Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

**Business is claiming local Business Preference YES _____ NO _____
(Choose below as applicable)**

- Businesses Employing Miramar Residents** - Business is located outside of the City of Miramar City limits and employs a minimum of 10 full time equivalent ("FTE") Miramar residents, or Miramar residents constitute 20 % of the FTE of the company's local workforce (in Broward and Miami-Dade Counties), whichever is larger.

Business Employing Miramar Residents Affidavit MUST be submitted with RFP Response.

- Business with a location within Miramar, is following all City licensing requirements and is current on all City taxes.

Attach a copy of a current Miramar Business Tax Receipt to this form.

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

BUSINESS EMPLOYING MIRAMAR RESIDENTS AFFIDAVIT

The completed and signed form must be returned with the Vendor's submittal **ONLY** if the Vendor is claiming the Business Employing Miramar Residents preference.

Vendor: _____

Address: _____

Telephone Number: _____ E-Mail Address: _____

Solicitation No. and Title: _____

By signing below, I hereby certify that Vendor has _____ total employees in local workforce (Miami Dade and Broward Counties), of which _____ are full time equivalent Miramar residents.

Signature

Title

Date

SWORN TO AND SUBSCRIBED BEFORE ME this ____ day of ____, 20__

STATE OF _____

COUNTY OF _____

Notary Public (Sign name of Notary Public)

My commission expires: _____ (SEAL)

Personally Known _____ or Produced Identification _____

Type of Identification Produced _____

FAILURE TO COMPLETE THIS FORM MAY DEEM YOUR BID NON-RESPONSIVE
END OF DOCUMENT

SAMPLE AGREEMENT
BETWEEN
THE CITY OF MIRAMAR
AND

FOR
ARMED SECURITY GUARD SERVICES

This Agreement (or “Contract”) is entered into this ____ day of _____, 2025, by and between the City of Miramar, Florida, a Florida municipal corporation, hereinafter referred to as “City”,

AND

_____, , a _____ corporation with its principal business address located at _____, hereinafter referred to as “Contractor”.

WHEREAS, on _____, 2025 the City issued Invitation for Bid No. 26-002 (“IFB”) for ARMED SECURITY GUARD SERVICES; and

WHEREAS, the Contractor was determined to be the lowest responsive, responsible Bidder and whose Bid was most advantageous to the City for Service; and

WHEREAS, on _____, 2025, the City Commission approved the award of the IFB to Contractor and authorized the execution of the appropriate Agreement between the City and the Contractor for provision of services, for an initial term of three years with the option to renew for two additional one-year terms.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, City and Contractor agree as follows:

ARTICLE 1
SCOPE OF SERVICES

Contractor agrees to provide the following Services to the City (the “Services”) during the Term of this Agreement:

This Agreement is subject to, and Contractor shall provide Services in accordance with the Scope of Services, terms, conditions and requirements of City of Miramar Invitation for Bid (“IFB”), the Contractor’s Bid, as accepted by the City, and any subsequently

negotiated changes to same, which documents or agreements are incorporated by reference herein. In the case of any conflict between the provisions of this Contract, the Bid and the Bid Response, the conflict shall be resolved in the following order of priority: terms of this Contract; terms of the Bid; terms of the Bid Response.

Contractor represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in the manner described in Attachment "A".

Estimates/Quotations:

All requests for related Services estimates/quotations not covered under this Agreement shall be submitted in writing prior to any Work being undertaken or approved. The estimate must include a detailed list of the Work to be completed, listed item by item, and location where Work is to be performed. Estimates/quotations are to be submitted electronically, if desired, to the City to secure purchase order approval prior to the Work being performed, and such Work shall not exceed 15% of the annual Contract for Services.

Purchase Orders:

1. The Contractor shall not perform or begin any Work without prior written authorization from the City, as well as an approved purchase order authorizing Services.
2. Failure of the Contractor to adhere to the City's purchasing protocol – working without having an official City purchase order for the Work, shall constitute a default and authorization for payment shall be denied.

ARTICLE 2
COMPENSATION

The Contractor shall submit periodic invoices for the Goods and Services provided to the City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, FL 33025. The date of the invoice shall not exceed 30 calendar days from the date of acceptance of the Goods and Services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or Services, unless otherwise agreed to. All invoices shall reference the appropriate Contract number, the address where the commodities were delivered or the Services performed, and the corresponding acceptance slip that was signed by an authorized representative of the City when the Goods and/or Services were delivered and accepted. Payment by the City shall be made within 30 days after receipt of Contractor's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the City require one to be performed.

ARTICLE 3
TERM OF AGREEMENT

The term of this Agreement shall commence upon the date this Contract is executed by both parties and shall be for a term of three years, with the City having the option to renew the Agreement, on an annual basis, for up to two additional one-year renewal terms, unless terminated earlier pursuant to Article 4 of this Agreement. The Chief Procurement Officer may authorize up to a 90-day extension of this Contract in accordance with its terms and conditions, and the City Manager or designee is authorized to extend this Agreement, for operational purposes only, for an additional 90 days, for a maximum of 180 days.

ARTICLE 4
TERMINATION OF AGREEMENT

City may terminate this Agreement for convenience by giving the Contractor 30 calendar days written notice. City may terminate this Agreement for cause by giving the Contractor five calendar days written notice upon the failure of Contractor to cure any default after being provided with notice of that default and a demand for cure within ten (10) calendar days. The termination of this Agreement shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement

ARTICLE 5
INDEPENDENT CONTRACTOR

Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be by employees of Contractor and subject to supervision by Contractor, and not as officers, employees or agents of City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Contractor. Contractor shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

ARTICLE 6
INDEMNIFICATION / HOLD HARMLESS CLAUSE

Contractor shall indemnify, defend and hold harmless City, its officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of Contractor, its respective officials, agents, employees or subcontractors in the Contractor's performance of Services pursuant to this Agreement.

ARTICLE 7
NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.

ARTICLE 8
INSURANCE

8.1 **INSURANCE** - For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Contractor shall maintain commercial general, automobile (where applicable), workers' compensation and professional liability insurance in an amount acceptable to the City's Risk Manager.

8.2 **Minimum Limits of Insurance** - Contractors shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

1. Commercial General Liability: \$1,000,000 Combined Single Limit per occurrence, property damage and medical expense \$10,000, personal injury and advertising injury liability \$1,000,000; products and completed operations policy aggregate \$2,000,000 and general aggregate \$2,000,000.
2. Employer's Liability: \$1,000,000 per accident for bodily injury by accident or disease.
3. Workers' Compensation: Statutory.

8.3 **Required Insurance Endorsements** - The City requires the following insurance endorsements:

1. ADDITIONAL INSURED - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Services provided by or on behalf of the Contractor.
2. WAIVERS OF SUBROGATION - Contractor agrees to waive all rights of subrogation by policy endorsement against the City for loss, damage, claims, suits or demands, regardless of how caused:
 - a. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Contractor or the Contractor's employees, agents or Subcontractors; and
 - b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Contractor.

This waiver shall apply to all first-party property, equipment, vehicle and worker's compensation claims, and all third-party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Contractor agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Contractor further agrees to hold harmless and indemnify the City for any loss or expense incurred as a result of Contractor's failure to obtain such waivers of subrogation from Contractor's insurers.

This Agreement shall not be deemed approved until the Contractor has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as additional insured in all of Contractor's liability insurance policies. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

8.4 ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Contractor's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

8.5 All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days' written notice has been given to the City by certified mail.

ARTICLE 9 **MISCELLANEOUS**

9.1 Contractor shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

9.2 Precautions shall be always exercised for the protection of persons and property. The Contractor and all Subcontractors shall conform to all OSHA, federal, state, county, and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of failure to comply with these requirements shall be borne solely by the Contractor responsible for the same.

ARTICLE 10 **AUDIT AND INSPECTION RIGHTS**

10.1 The City may, at reasonable times, and for a period of up to three years following the date of final performance of Services by Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such

books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

10.2 The City may, at reasonable times during the term hereof, perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms of this Agreement. Contractor shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

ARTICLE 11
AMENDMENTS AND ASSIGNMENT

11.1 This Agreement constitutes the entire agreement between Contractor and City and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

11.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Agreement.

11.3 Contractor shall not transfer or assign the performance of Services set forth in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

ARTICLE 12
GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

ARTICLE 13
NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing as the place for giving of 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 CONTRACTOR:

FOR CITY:

City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3117

With A Copy to:

Burnadette Norris-Weeks, Esq.
City Attorney
Austin Pamies Norris Weeks Powell, PLLC
401 North Avenue of the Arts
Fort Lauderdale, FL 33311
Telephone: (954) 768-9770
Facsimile: (954) 768-9790

ARTICLE 14
NON-DISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor that cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis, be excluded from participation in, be denied Services, or be subject to discrimination under any provision of this Agreement.

ARTICLE 15
PUBLIC RECORDS

- A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:
1. Keep and maintain public records that ordinarily and necessarily would be required by CITY to perform the service.
 2. Upon request by CITY's records custodian, provide CITY with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any or all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, OR BY MAIL: City of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

- B. Ownership of Documents: Unless otherwise provided by law, all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

ARTICLE 16
SCRUTINIZED COMPANY

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately

terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

ARTICLE 17 **E-VERIFY**

In accordance with Florida Statutes §448.095, the Service Provider, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company’s “Company Profile” page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Service Provider will not hire any employee who has not been vetted through E-Verify. The Service Provider may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

ARTICLE 18 **HEADINGS, CONFLICT OF PROVISIONS,** **WAIVER OR BREACH OF PROVISIONS**

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

ARTICLE 19 **SEVERABILITY**

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

ARTICLE 20 **SURVIVAL**

All representations and other relevant provisions herein shall survive and continue in full force and effect upon termination of this Agreement.

ARTICLE 21
ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, whether written or oral.

ARTICLE 22
JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by the parties to express their mutual intent, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar, and by the Contractor, by and through its _____, attested to and duly authorized to execute same.

CITY

ATTEST:

CITY OF MIRAMAR

City Clerk

By: _____
Dr Roy L. Virgin, City Manager

This ___ day of _____, 2025.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF AND RELIANCE BY THE CITY OF MIRAMAR ONLY:

Austin Pamies Norris Weeks Powell, PLLC
City Attorney

CONTRACTOR

WITNESSES:

Print Name: _____

Print Name: _____

By: _____

Date: _____