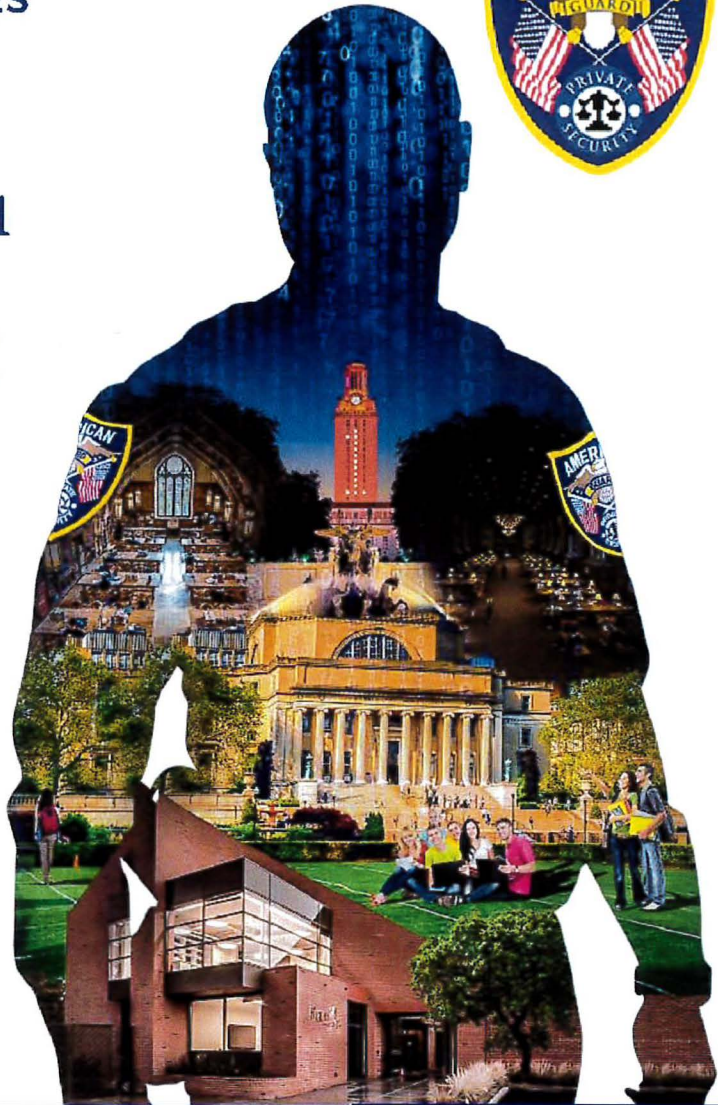


ORIGINAL

AMERICAN GUARD SERVICES



Response to
RFP# SHF-2019-01
- Provision of
Security Screening
Services for the
Humboldt County
Courthouse



Submitted to:

Humboldt County Sheriff's Department
Attention: Lt. Kevin Miller
826 4th Street
Eureka, CA 95501
Email: kamiller@co.humboldt.ca.us

Submitted by:

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



Handwritten text at the top of the page, possibly a title or header, which is mostly illegible due to blurring and low contrast.

A small, dark, vertical mark or smudge located in the lower right quadrant of the page.

A small, dark, vertical mark or smudge located in the lower right quadrant of the page, below the first mark.



AMERICAN GUARD SERVICES

(310) 645-6200
americanguardservices.com

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



Licensed
Nationwide

May 1st, 2019

Humboldt County Sheriff's Department
Attention: Lt. Kevin Miller
826 4th Street
Eureka, CA 95501

**Re: Response to Provision of Security Screening Services for the Humboldt County Courthouse
RFP # SHF-2019-01**

American Guard Services (AGS) is excited to offer the County of Humboldt (hereafter, "County") a fully compliant proposal for security screening services for the Humboldt County Courthouse located at 826 4th Street, Eureka, CA. With over twenty-two years of experience in the security industry and many previous contracts with public-facing clients, our premier security guard service is guaranteed to surpass the competition and exceed expectations. This document is a fully responsive proposal that showcases our complete understanding of County's goals and our ability to meet them.

AGS is experienced with both federal and local government markets and their associated concerns. Our growing pool of local incumbent guards make AGS a recognizable and trusted safeguard for citizens, visitors, and employees at County's sites.

AGS acknowledges the County's right to extend or modify the Scope as it sees fit. Our financial strength and guard capacities allow us to welcome these future modifications. **This proposal remains valid for 180 days after receipt.** We look forward to demonstrating the value and durability our partnership will provide.

Respectfully,


Gerald A. Gregory
Executive Vice President
1125 W. 190th Street (National HQ)
Los Angeles, CA 90248
Phone: (800) 441-1808

**REQUEST FOR PROPOSALS – NO. SHF-2019-01
PROVISION OF SECURITY SCREENING SERVICES**

**ATTACHMENT A – RFP SIGNATURE AFFIDAVIT
(Submit With Proposal)**

REQUEST FOR PROPOSALS – NO. SHF-2019-01 SIGNATURE AFFIDAVIT	
NAME OF FIRM:	American Guard Services
STREET ADDRESS:	1125 w 190th Street
CITY, STATE, ZIP	Los Angeles, California 90248
CONTACT PERSON:	Gerald A. Gregory
PHONE #:	(800) 441-1808
FAX #:	N/A
EMAIL:	Jgregory@americanguardservices.com

Government Code Sections 6250, et seq., the “Public Records Act,” define a public record as any writing containing information relating to the conduct of public business. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

In signing this proposal, I certify that this firm has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned is an authorized representative of the above named firm and hereby agrees to all the terms, conditions, and specifications required by the County in this Request For Proposals and declares that the attached proposal and pricing are in conformity therewith.

Signature

Gerald A. Gregory

Name

Executive Vice President

Title

May 1, 2019

Date

This firm hereby acknowledges receipt / review of the following Addendum(s), if any)
 Addendum # Addendum # Addendum # Addendum #

Table of Contents

Business Profile	4
Quality Assurance Capabilities	16
Cost Proposal.....	23
Documentation	24
References.....	26
Evidence of Insurability and Business Licenses	27
Exceptions, Objections and Requested Changes	27

Business Profile

Company Overview

Business Name: American Guard Services, Inc. (hereafter, AGS).

Physical Location: 1125 W. 190th Street, Los Angeles, CA 90248. (Headquarters).

Mission Statement: AGS is committed to securing the County's location described in the Scope of Work and any potential future add-ons with the highest quality security guards to protect against theft, vandalism and breaches of security. Our guards will be trained in the most up-to-date security tactics to ensure the safety of all County's citizens and employees.

Legal Business Status: AGS is a corporation.

Staffing Levels: AGS employs more than 7,500 people all over the country.

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



Picture: AGS headquarters in Los Angeles, CA.

AGS recently moved to a new corporate headquarters to better strategically manage and control our operations throughout California.

Our growth has necessitated this move; with our security contracts with the State of Arizona, Tulare County, and DHL (in particular) continually expanding on an annual basis and with an excess of six (6) million square feet of supply chain coverage provided in 2018 – we are the definite leader in this space.

AGS has several related security contracts that mirror the scope elements of City's project. One of those being Tuolumne Superior Court Courthouse, AGS provided guards to patrol the perimeter of this location, screening visitors for weapons and escorting any loiterers off the premises. The two-year contract has been an unmitigated success enjoying smooth start-ups and uninterrupted guard deployment/coverage.

Number of Years Operating Under the Present Business Name: 22 years.

Number of Years Providing Security Screening Services: 22 years of continuous experience.

Number of Government Agencies for which AGS has provided security screening services equivalent to those set forth in the RFP: AGS has over 70% related security contracts that mirror the scope elements of County's project.

Affiliates:



AGS operates under the umbrella of Worldwide Sourcing Group, which has over \$200 million in gross sales and provides security-based technology and professional services to more than 178 industrial, commercial, and public-sector customers.

Statement of Qualifications:

AGS has a dense presence in the California area. This means that a surplus of local personnel, infrastructure, and operational resources are available for the contract, which will elevate our support capabilities tremendously.

We consider locality to be a premium which will allow us to secure County sites more effectively even when building access is limited. Compliance and quality controls will also be full-proof with our headquarters and executive management team; gaps in oversight decrease with distance.



Key Personnel:

Key persons below have more than 80+ combined years of experience in the scope of services generally desired by government bodies such as County. American Guard Services is a California based company with locations and infrastructure imbedded throughout the United States. AGS's nationwide reach, and in turn, its staffing capabilities strategically situates AGS to accommodate a diverse range of clientele needs. *Please see next pages for organization chart and resumes.*





SHERINE ASSAL
CHIEF EXECUTIVE OFFICER

Overview:

Ms. Assal has over 21 years’ experience in the ownership, management, and operations of security services companies. She started the company in 1997 and helped it grow to \$45 million in sales. Ms. Assal is involved in every aspect of the company, such as Operations, Scheduling and Accounting. Ms. Assal oversees new client business to ensure strong growth; existing client accounts to ensure contract requirements are met and suggests enhancements and modifications that will better serve the needs of our clients. Ms. Assal oversees all employees to ensure high levels of training, consistency, and professionalism in our Guard Force. Ms. Assal is 100% committed to County.

Employment History:

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

Professional Affiliations:

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

Education:

Bachelors in Business Administration, American University of Cairo



SHERIF ASSAL
PRESIDENT

Overview:

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

Mr. Assal is the driving force behind differentiating American Guard Services from its competitors and building the brand. Mr. Assal has been ultimately responsible for a variety of highly successful acquisitions throughout the United States as well as their subsequent integration into the AGS organization. Mr. Assal is 100% committed to County.

Employment History:

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

Licenses & Certificates:

Private Investigator, Patrol and Guard Operator

Professional Affiliations:

Cruise Lines International Association

Maritime Security Council

Florida Caribbean Cruise Association

International Cargo Security Council

American Society for Industrial Security

Education:

Graduated from Venice High School, CA.

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



GERALD GREGORY
EXECUTIVE VICE PRESIDENT

Overview:

Gerald A. Gregory brings 30 years of security/investigations and public law enforcement experience. Mr. Gregory began his career in New York City, as an undercover investigator also performing street surveillance operations. Today, a Licensed Private Detective and security professional, Mr. Gregory has extensive industry experience in both the private and public sectors. His widespread capacities in the private sector include Officer, Investigator, Scheduling and Operations Manager, Branch Manager, Regional and National Operations Director, Vice President, Executive Vice President, President, and Chief Executive Officer. In the public law enforcement sector, he successfully completed his duty as an Essex County Constable, Police Officer, Sergeant, Lieutenant, and Captain of a police department Emergency Management Division. Mr. Gregory is 100% committed to County.

Employment History:

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

Licenses & Certificates:

Private Investigator

Awards:

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

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

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

Education:

Criminal Justice Associates Degree, John Jay College of Criminal Justice

Essex County Police Academy, Graduate



ROBERT F. LASKY
EXECUTIVE VICE PRESIDENT

Overview:

Mr. Lasky brings a 20-year FBI career to the table, having retired as the Special Agent-in-Charge (SAC) of the Federal Bureau of Investigation’s Miami Division, the fifth largest in the nation. His experience in the FBI encompasses a diverse range of security and law enforcement fields, including access control, anti-terrorism measures, violent crimes investigation, crisis management, and overall administration of security and law enforcement operations on a national scale.

Mr. Lasky’s illustrious record includes his successful command of a yacht-retrieval operation from Somali pirates and his deployment of a compassionate federal response to the Parkland tragedy. Prior to his FBI career, Mr. Lasky was a practicing civil litigation attorney for five years.

Employment History:

November 2018 – Present	American Guard Services, Inc.	Executive Vice President
October 2017 – November 2018	Federal Bureau of Investigation	Special Agent-in-Charge – Miami Division
April 2015 – October 2017	Federal Bureau of Investigation	Special Agent-in-Charge – Mobile Division
September 2012 – April 2014	Federal Bureau of Investigation	Chief of Staff for the Associate Deputy Direct of the FBI
January 2012 – September 2012	Federal Bureau of Investigation	Asst. Special Agent-in-Charge
April 2011 – January 2012	Federal Bureau of Investigation	Asst. Section Chief – Latin America / SW Border Threat
October 2009 – April 2011	Federal Bureau of Investigation	Asst. Section Chief – Violent Crime
September 2007 – September 2009	Federal Bureau of Investigation	Senior Supervisory Resident Agent

Education:

University of Miami – Doctor of Law (J.D.), Law (1990 – 1993)

University of Florida – Bachelor of Science (B.S.), Public Relations/Image Management (1985 – 1989)



ADOLFO AVENDANO

VICE PRESIDENT

Overview:

Mr. Avendano has worked in the security industry for over 18 years. He joined American Guard Services, Inc. in February of 2011 after eight years with Guard Systems, Inc, out of Monterey Park, CA. where he was the Regional Manager. Prior to this he worked for American Protective Services out of Covina, California. Mr. Avendano is responsible for all non-maritime security operations in the western United States for American Guard Services ranging from retail to government accounts. Currently he oversees approximately 1,400 staff, including his Operations Management Team.

Specific responsibilities include: Operations Management, Business Development, Quality Control, and Training & Development. Mr. Avendano is 100% committed to County.

Employment History:

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

Education and Certifications:

- AA Criminal justice, Rio Hondo Community College
- LAPD “Community Police Academy” Training
- American Society for Industrial Security (A.S.I.S. International)
- Certified Protection Professional (CPP)



KEITH DOVE
DIRECTOR, RISK MANAGEMENT

Overview:

Mr. Dove possesses over 30 years of progressive experience in law enforcement and security in a variety of capacities ranging from Deputy Sheriff for the County of Los Angeles to Law Enforcement Director in the private sector. Mr. Dove is currently responsible for the risk management administration for AGS as well as creating and maintaining safety policies and procedures, use of force guidelines, reporting procedures, etc.

Mr. Dove previously was in charge of maritime operations including security services in the ports of Los Angeles, Long Beach, Miami and others. Mr. Dove is 100% committed to County.

Employment History:

2011 – Present	American Guard Services, Inc.	Director, Risk Management
2007 – 2011	American Guard Services, Inc.	Director, Maritime Operations
2004 – 2007	ADT / Bel-Air Patrol	Team manager
1997 – 2004	L.A. County Sheriff’s Dept.	Deputy Sheriff (Custody Asst.)

Education:

Microsoft Certified System Engineer, Software Education of America

Los Angeles County Sheriff Academy

US Air Force Law Enforcement Academy

US Air Force Non-Commissioned Officer Academy

Community College of the US Air Force, Criminal Justice



CRAIG WEISSMAN

VICE PRESIDENT, CONTRACT COMPLIANCE

Overview:

Mr. Weissman has 15 years' experience in the security and investigative industry. His expertise includes contract compliance and management and operational guidance. In addition, his investigative experience includes conducting financial review audits, financial fraud examinations, due diligence investigations, and the corporate restructuring of several companies. His career includes 6 years in the corporate office of Beau Dietl & Associates as Vice President of the White Collar Division, managing a staff of analysts and investigators. As an investigator, he has provided risk assessment and competitive intelligence to help clients make strategic business decisions.

In addition, Mr. Weissman has been a Certified Fraud Examiner since 2004. As granted by the Association of Certified Fraud Examiners, a Certified Fraud Examiner credential denotes proven expertise in fraud prevention, detection, and deterrence. Mr. Weissman graduated from George Washington University with a Bachelor's of Science in Economics. Mr. Weissman is 100% committed to County.

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

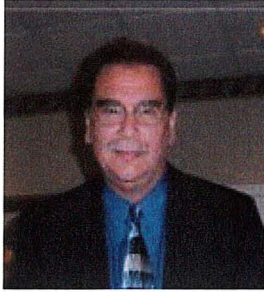
Employment History:

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

Education and Certifications:

BS Economics, George Washington University

Certified Fraud Examiner (CFE)



JOHNNY SANTOS SR.
DIRECTOR OF TRAINING

Overview:

Mr. Santos has acquired over 35 years of experience in transportation systems, security management of product operations, product design development, team building, Transportation Security Administration, Federal Aviation Regulations, and United States Coast Guard (MTSA) training—including Seaport Security Rules, Regulations and Procedures, and Transportation Security Administration’s Worker Identification Credential training and compliance (TWIC). He is responsible for the Training, Development, and Certification of all Maritime Facility Security Guards, Security Guards, and Check Point Screeners in Port Security Arenas, and more nationwide.

Mr. Santos oversees the training of all Security Personnel and Screeners on United States Coast Guard’s (USCG) Navigational and Vessel Inspection Circular (NVIC), International Maritime Organization (IMO), International Ship and Port Security (ISPS), Florida Department of Law Enforcement (FDLE) (Florida Statute FS311.12), and also oversees specific Port requirements and Transportation Worker Identification Credential (TWIC) requirements and procedures.

Employment History:

2003 – Present	American Guard Services, Inc.	Director of Training
2002– Present	International Airline Certification	Certified Instructor
2002 – 2003	Homeland Security Corp.	Certified Instructor
1998 – 2003	Aerostar Technologies	President

Education:

Miami Central High School, Miami, Florida

Miami Dade Community College, Miami, Florida

Qualifications of Security Personnel

Physical condition and health will be inspected by a State-certified and licensed physician who understands the rigors of the job, prior to assignment.

Qualification Checklist

- Meet all background and drug testing requirements
- Minimum 21 years old
- Provide verification of High School Diploma, GED, or equivalent
- Possess CPR certification
- Possess up-to-date basic First Aid training skills
- Possess an activate California Driver's License without legal restrictions and provide County, upon request, with any and all California Department of Motor Vehicle reports evidencing a satisfactory driving record
- Demonstrate literacy and communication levels crucial to all post orders and requests
- Demonstrate the capacity to adapt to the constant transformations of the workplace
- Possess the ability to communicate emergency instructions in a clear and coherent manner
- Possess the ability to remain calm during an emergency, with a professional composure
- Show articulate, courteous, and impartial attention to visitor details
- Maintain a clean and professional appearance
- Possess CPR certification
- Possess up-to-date basic First Aid training skills
- Pass any additional State and County-specific training requirements
- Pass all AGS training and testing



Quality Assurance Capabilities

A. Description of Services

General Requirements Understanding

AGS understands and will comply with all the Standard Terms and Conditions enumerated in the RFP, including (but not limited to) the following topics:

- Employ qualified, efficient, and discreet employees in strict accordance with any and all standard and special instructions provided by County.
- All security guards responsible for providing the security screening services set forth in this RFP shall be employees of AGS and will be subject to the direct supervision and control of AGS. Salaries, benefits, and all other expenses relating to all security guards employed will be under AGS' responsibility.
- AGS will always be available to report to, and confer with, County staff regarding the provision of the security screening services set forth in this RFP.
- AGS will be able to provide proof that a background check has been completed for all security guards that will be providing the security screening services set forth in this RFP. AGS will be able to describe the methods we use for background screening of security guards in the RFP.
- AGS acknowledges that County reserves the absolute right to reject any security guard for any reason by submitting written notification to AGS.
- AGS acknowledges that daily time sheets covering all the time spent by security guards providing the security screening services will be provided upon request.
- AGS security guards will be given all required breaks and lunch periods in accordance with all applicable local, state and/or federal labor laws and regulations.
- AGS will ensure that all security guards are completely outfitted with a uniform, a badge as well as the employee's name and identification as well as necessary equipment.
- AGS will ensure that all security guards are adequately trained in the use of all equipment necessary to provide the security screening services set forth in this RFP.
- AGS will not make copies of any County- issued keys that used in the provision of the security screening services set forth in this RFP.

Scope of Work

AGS understands and will comply with all Scope requirements listed in the RFP, including (but not limited to) the following topics:

- Furnish an adequate number of uniformed security guards to provide security screening services at the Humboldt County Courthouse.
- Provide Security services on a scheduled and as-needed basis, with a minimum of twenty-four (24) hours' notice.
- Emergency Response on an on-call basis

- Provide the same security guards at the same location each day. If a security guard is unavailable, AGS will immediately supply a substitute security guard.
- AGS security guards will be responsible for: closing and locking all designated doors and windows, ensuring that only County employees, and other persons approved by County, are in the facility at the time such facility is closed to the public, and completing all other related tasks as designated by County.
- At County's request, AGS security guards will be responsible for setting and/ or disarming building alarm systems.
- AGS security guards shall refer all questions for County programs to appropriate County staff.
- AGS security guards will not assist client in filling out County forms.
- All other Scope of Work requirements.

More details regarding AGS's approach to meeting Scope of Work requirements and all other terms and conditions are further elaborated throughout this document. Please understand that we have read the County's RFP in its entirety and believe that this proposal document forms a fully compliant response to all of the County's needs and expectations.

B. Project Understanding and Approach

Quality Management

For successful project organization and control, consistent supervision and unannounced inspections are crucial; accordingly, AGS's normal procedures exceed the minimum requirements of this Contract. On-site inspections of assigned personnel will accompany unscheduled inspections and random sampling to meet the County's needs, and they shall occur at a frequency that exceeds the inspection minimum.

- Planned (Routine) Inspections: Used to evaluate tasks or performance processes.
- Unscheduled (No-Notice) Inspections: Used to supplement planned inspections and effective in evaluating work of a routine or repetitive nature (e.g., entry control inspections, post observations, and log entries made by AGS personnel for accuracy and completeness).
- Random Sampling: Used to evaluate a portion of a task to estimate overall performance (e.g., post briefings requests, training verification compliance and equipment checks).

Guard post orders will be reviewed, in addition to operating procedures and performance, at each site. **Post orders and operating procedures will be continually updated to ensure an optimal level of service is upheld; any specific revision to post orders will be clearly conveyed to all assigned personnel and to the appropriate County Designee in written and verbal form.** The site's Designee will also receive clear, written instructions on how and why post orders changed, and the adjustment's expected benefits to the County's facility. AGS welcomes the incorporation of internal procedures as it relates to program evaluation and seeks to improve alongside where we work.

AGS will provide (ahead of requests) daily shift and activity reports, and complete and accurate records for service substantiation. AGS also acknowledges the County's right to request additional reports to prove AGS's observation of all requirements mentioned above. All instances of visitor access will be logged in the Visitor Vendor Log, as per our SOPs.

Any additional personnel provided within the agreed upon advance period will be adept in maintaining field activity reports and will always act in accordance with the requirements, regardless of the security environment. Additionally, any schedule changes made within forty-eight (48) hours will be seamlessly worked into the most current schedule without error, and the same reporting measures shall apply.

Quality Assurance Plan

AGS has a comprehensive, well-established Quality Assurance Plan (QAP) to ensure, with the highest degree of confidence, that work objectives will be achieved as planned, and that items and processes will be performed in accordance with valid professional requirements and standards. This QAP framework was developed utilizing the principles of AGS Total Quality Management (TQM) philosophy and culture. TQM envisions Quality Control as the responsibility of every AGS employee; therefore, every employee is charged with successfully completing his or her duties while continuously searching for, and recommending ways to, improve existing processes. Experience has proven that this approach ensures employee accountability, improves task efficiencies, increases customer satisfaction, and promotes cost control on a contract-wide basis.

American Guard Services has aboveboard operating procedures for handling complaints, preparations that are Out-of-Specification (OOS), and other adverse events of working in the public arena. Our formalized system ensures that facts are uniformly captured in legible reports each time. Trained Supervisors review all reports on a regular basis, give verbal and written feedback, communicate to the appropriate designees, and suggest field improvements. Real-time reporting minimizes errors, and smart, encrypted workforce management tools (i.e. databases) allow only those personnel who are authorized to view service at a facility and compile additional reports for service substantiation.

The following details our commitment to the QC process and outlines our clear record of its implementation. Training improvements are also discussed against the backdrop of performance reviews. We believe our controls exceed stakeholder expectations when demonstrating our risk capacity, impact on business activities, accountability to law, and consistency with commitments.

Field Inspections

Onsite Inspections, performed at regular and random intervals, are majorly connected to the success of our QA/QC program. They complement the efforts described below.

Records

Evidence and traceability of assessments performed through a project's lifecycle are maintained to Government standards. Examples include; process and service assessments reports, completed checklists, metrics, weekly/monthly status reports, data on weapons detained during a screening, personnel responsibilities, QC test records, and workplace safety procedures.

Training/Drill Improvements

AGS always assigns a designated individual (usually the PM) to organize and orchestrate a series of planned and unplanned drills. Some of the drill-types AGS has developed and/or modified for company use: tabletop exercises, walkthrough drills, functional drills, relocation drills, evacuation drills, and full-scale exercises. In addition, AGS uses recommendations from the Nationwide SAR Initiative (NSI), and when requested, uses NSI for its no-cost online and onsite training on matters related to terrorism and terror indicators.

Performance Review Strategies


Our performance reviews tie back into our management system and are reinforced by established objectives. Our performance reviews end up improving the amount and quality of performance information available. They also facilitate improvement in current contracts and serve as the basis for incentive determinations. We have consistently ranked high in the Contractor Performance Assessment Reporting System (CPARS) because of our care given to site visits, added value offerings, detailed daily reports, and incident response. We ensure that all required deliverables are submitted on time to the appropriate designee or authority, meet the requirements, and exceed baseline performance acceptability.



Reporting

All reporting will be comprehensive, objective, and provide a useful understanding to County in all cases, including those that feature guard-related incidents. We seek transparency above all else and use real-time reporting software when feasible to ensure quick, retained documentation.

Below is a copy of the Field Force Manager incident report used by our guards:



American Guard Services

Form Information	
Form Name	Incident Report
Submitted by	
Date/Time	01/08/2017 01:37 AM PST
Address	
Details	
I.R. # (Obtain From AGS Dispatch)	ags
INCIDENT DAY / DATE	1/8/2017
INCIDENT TIME (24 hrs.)	02:20 AM
TYPE OF INCIDENT	loud noise from unit 1015
LOCATION OF INCIDENT	unit number 1015
PRIMARY PARTY	
Name (Last, First, Middle)	Resident
Address (Unit #)	unit number 1015
Phone	
E-mail Address	
VEHICLE 1 INFORMATION	
SECONDARY PARTY	
Name (Last, First, Middle)	
Secondary Party Phone	
Secondary Party E-mail Address	
Secondary Party Additional Info	
VEHICLE 2 INFORMATION	
THIRD PARTY	
Third Party Name (Last, First, Middle)	
Third Party Phone	
Third Party E-mail Address	
Third Party Additional Info	
Narrative 1	at 2:15 in the morning I receive a call from front desk Unit 10 15 West Valley noise come from drilling loud music I went to the unit spoke with the gentleman request to produce this island and stopped really doing any kind of work in the daytime he agree apologize that's the end
Narrative 2	
Narrative 3	
Narrative 4	
Evidence Photo	
Was The Police Called?	No
Date / Time Report Was Taken	Sunday at 2:20 am 1/8/2017
Reporting Officer's Name	

Generated On 01/16/2017 04:31 PM PST 1 of 2

Quality Control and Compliance

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

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

Onsite Inspections, performed at regular and random intervals, are majorly connected to the success of our QA/QC program. They complement the efforts described below:

1. Monitoring Philosophy

- We are moving towards de-parameterization in the security world, yet our data systems and recording techniques are already there. Measuring and trending quality issues must not be tied to one specific physical environment, but analyzed across many environments, and weighed against factors that we can control. This is particularly applicable to this assignment, which does not have a fixed center of operations.

2. Total Quality Management (TQM)

- TQM envisions Quality Control as the responsibility of every AGS employee; therefore, every employee is charged with successfully completing his or her duties while continuously searching for, and recommending ways to, improve existing processes. Experience has proven that this approach ensures employee accountability, improves task efficiencies, increases customer satisfaction, and promotes cost control on a contract-wide basis.

Guard Performance Evaluations

Conduct and Performance Standards

Post-Award, County will possess formalized documents explaining our SOPs, and other pertinent employee standards. As added value, we will make sure each employee assigned to a County post understands the standards expressed in the RFP (in a condensed and distilled form) and follows the laws that govern each facility. KPIs will be created for each site, to perfectly match our performance to the security goals of each location. 100 percent compliance with all post directives, duties, and mandates will be assured with this approach, and by combining the methods explained herein.

Evaluation Procedures Used by AGS

Routine performance evaluations are performed regularly and as-needed. Performance standards are above those of the industry and practiced by the highest federal agencies. Positive or negative evaluations are determined by a baseline of KPIs and a supervisor checklist. Client/stakeholder input also factors into the performance evaluation.

Firing a security officer is done via a personalized, sit-down meeting with his supervisor or manager. Information is kept secure by disallowing access to our servers, their email, etc. once the decision is complete. This is done only in circumstances where there is no alternative.

Guard Discipline

Discipline/Corrective Action

AGS's customer focus makes resolving service issues central to any partnership we hope to have with those that we serve. AGS immediately responds to any discrepancy issues

with an all-inclusive approach at tackling the issues—training, increased inspections, and corrective action plans aid in this effort. Our company also seeks to address incidents before they occur with no-cost added value. This standard is highly competitive in today’s security market, especially with the backing of a world-class management team.

Further, our 24-Hour Communications Center will help make staffing more efficient by addressing any issues as they occur, and by linking County’s Designee to our management team more effectively for the provision of adequate Guard presences.

We have solved customer complaints in the past with an increased Account Manager presence, deploying new hybrid vehicles to satisfy contract requirements, and other tactics.

To summarize, AGS will make standards known to all employees working on County’s project, will have written codes of conduct, and implement corrective procedures once each case is reviewed thoroughly (because every situation is different). Any County recommended corrective procedures (firing, re-training, etc.) will be priority and implemented, as we acknowledge the rights of County as a client.

We have disciplined guards in the past for filling out reports incorrectly (and with insufficient detail) and not following the company’s policy regarding uniforms/appearance. Increased training and remediate action plans with increased supervisory presence helped increase poor performance from those two situations.



Cost Proposal

Please see the below image for price quotes of May 17, 2019.

**REQUEST FOR PROPOSALS – NO. SHF-2019-01
PROVISION OF SECURITY SCREENING SERVICES**

**ATTACHMENT B – COST PROPOSAL
(Submit With Proposal)**

Itemize all costs that will be incurred by County for the provision of the security screening services set forth in RFP No. SHF-2019-01. Include all required services, manuals, documentation, training-related expenses and materials. Costs for the entire project shall be summarized on this form. A narrative may be attached to clarify any pricing data submitted.

Security Services Hourly Rate	\$ <u>19.99</u>
Security Services Overtime Rate	\$ <u>27.99</u>
Other Required Costs and Expenses Related to Security Services	\$ <u>N/A</u>
Staffing Model (Total # of employees and hours) Total Costs based on proposed staffing model	\$ <u>215,900.00</u>
NOTE: Staffing Model (Total # of employees and hours)	\$ <u>215,900.00</u>

5 full time employees covering 200 hours weekly. 4 officers Monday - Friday 10 hours each (11 hours plus one-hour unpaid lunch)

Item	Weekly Hours	Weekly Billing	Annual Billing
8 hours a day times 4 officer, five days a week	160	\$ 3,198.40	\$ 159,920.00
2 overtime hours a day, times 4 officers, five days a week	40	\$ 1,119.60	\$ 55,980.00

Five year estimated cost – adjusted for holidays.

Year	Hourly rate	OT rate	Estimated Annual regular hours	Estimated Annual OT hours	Annual Billing
1	\$ 19.99	\$ 27.99	8000	2000	\$ 215,900.00
2	\$ 21.45	\$ 30.03	8000	2000	\$ 231,660.00
3	\$ 22.18	\$ 31.05	8000	2000	\$ 239,540.00
4	\$ 22.91	\$ 32.07	8000	2000	\$ 247,420.00
5	\$ 23.64	\$ 33.10	8000	2000	\$ 255,320.00
Total 5 Year estimated contract amount					\$ 1,189,840.00

Documentation

Please see the below image for sample of in-house invoices.



American Guard Services, Inc

INVOICE
Invoice Number: SAMPLE

Bill To:
SAMPLE SAMPLE

Ship to:
SAMPLE SAMPLE

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

Quantity	Item	Description	Unit Price	Amount

Subtotal	
Sales Tax	
Total Invoice Amount	
Payment/Credit Applied	
TOTAL	



American Guard Services, Inc.

Daily Log Report

SITE NAME:	SITE ADDRESS:
-------------------	----------------------

INSTRUCTIONS:

1. Complete this report at the end of each shift.
Monthly statistics are derived from these logs
2. Items marked required separate reports to be prepared
3. Indicate each occurrence of an activity by placing a check-mark beside it.

OFFICER'S NAME	OFFICER'S ID#	HOURS	
DATE: _____		Time In	Time Out
<input type="checkbox"/> Monday <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday <input type="checkbox"/> Friday <input type="checkbox"/> Saturday <input type="checkbox"/> Sunday		<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM

1. ALARMS/FALSE ALARMS	2. STOLEN VEHICLES
3. AMBULANCE ASSISTANCE	4. STOLEN BICYCLES
5. ASSAULT AND BATTERY	6. SOLICITORS
7. ABANDONED VEHICLE	8. ARRESTS MADE
9. ABANDONED BICYCLE	10. VIOLATION OF RULES AND REGS
11. CALL HOUSEKEEPING	12. TRESSPASSERS
13. CALL MAINTENANCE	14. TENANT ASSISTANCE
15. DAMAGE TO PROPERTY	16. TENANT SPACE INSPECTION
17. DISTURBANCE	18. THEFT FROM VEHICLE
19. DOOR FOUND OPEN	20. THEFT RETAIL
21. FIRES	22. THEFT PERSONAL PROPERTY
23. JUVENILE PROBLEMS	24. THEFT MALL PROPERTY
25. LOST PERSONS	26. TRAFFIC TICKET ISSUED
27. LOST AND FOUND	28. VANDILISM
29. MOTORIST ASSISTED	30. VEHICILE ACCIDENTS
31. PERSONAL INJURY (NON-VEHICLE)	32. VEHICLES TOWED
33. PERSONAL PROPERTY DAMAGE	34. WATER LEAKS
35. PUBLIC INTOXICATION	36. COMPLAINTS BY TENANTS
37. SEX OFFENDERS	38. OTHER

GENERAL WEATHER CONDITIONS <input type="radio"/> CLEAR <input type="radio"/> CLOUDY <input type="radio"/> RAIN <input type="radio"/> SNOW <input type="radio"/> ICY <input type="radio"/> OTHER	TEMPERATURE RANGE
SECURITY LIGHTS OUT (INDICATE LOCATION & ID#)	
PARKING LIGHTS OUT (INDICATE LOCATION & ID #)	

ITEM # REMARKS (USE CONTINUATION FORM IF NEEDED)

References

Please see the below image for reference data sheet and required information.

**REQUEST FOR PROPOSALS – NO. SHF-2019-01
PROVISION OF SECURITY SCREENING SERVICES**

**ATTACHMENT C – REFERENCE DATA SHEET
(Submit With Proposal)**


REFERENCE DATA SHEET	
Provide a minimum of three (3) references with name, address, contact person, and telephone number whose scope of business or services is similar to those of Humboldt County (preferably in California). Previous business with the County does not qualify.	
NAME OF AGENCY:	Ralphs/Kroger
STREET ADDRESS:	PO Box 54143
CITY, STATE, ZIP:	Los Angeles, California 90054
CONTACT PERSON:	Miguel Melbourne EMAIL: miguel.melbourne@ralphs.com
PHONE #:	(310) 341-5552 FAX #: N/A
Department Name:	Regional Security Management
Approximate County (Agency) Population:	435,000
Number of Departments:	2,765
General Description of Scope of Work:	AGS has served Ralphs for over 12 years with robust security services at distribution and retail facilities. The services we provide specifically for distribution centers very closely mirrors the State's scope and scale in egress/ingress control, specifically with the extensive inspections our guards conduct on delivery vehicles loading and unloading at the distribution centers.
NAME OF AGENCY:	County of Tulare
STREET ADDRESS:	2637 W Burrel Ave Ste 200
CITY, STATE, ZIP:	Visalia, California 93291
CONTACT PERSON:	Diane Hull EMAIL: dhull@co.tulare.ca.us
PHONE #:	(559) 205-1122 FAX #: N/A
Department Name:	Contract Administration
Approximate County (Agency) Population:	465,000
Number of Departments:	300
General Description of Scope of Work:	AGS provides security guard services for 26 locations throughout the County of Tulare. Security guard duties for the Tulare County contract match the State's scope and scale in terms of access control operating metal detectors including hand wands as needed, in-and-out checking of visitor's for proper identification and prohibited items, etc.

RFP NO. SHF-2019-01

NAME OF AGENCY:	UPS Freight	
STREET ADDRESS:	7754 Paramount Blvd	
CITY, STATE, ZIP:	Pico Rivera California 90660	
CONTACT PERSON:	Alfred Johnson	EMAIL: alfredjohnson@ups.com
PHONE #:	(562) 706-4175	FAX #: N/A
Department Name:	Account Management	
Approximate County (Agency) Population:	12,600	
Number of Departments:	42	
General Description of Scope of Work:	AGS guards log tractor truck trailers in and out of facilities and ensure that all freight is secure and accounted for. Guards also monitor employee and visitor traffic in and out of truck gate entrance.	

Evidence of Insurability and Business Licenses

Please see the below images for AGS' evidence of eligibility for all insurances required. In addition, please see attached for all licenses and/or certifications required for the provision of the security screening services set forth in this RFP.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 10/22/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER El Dorado Insurance Agency, Inc. El Dorado Sec Svcs Ins Agy 3673 Westcenter Drive Houston TX 77042	CONTACT NAME: Kimberly Ann deGreef PHONE (A/C No. Ext): 832-320-4505 FAX (A/C No): 832-320-4555 E-MAIL ADDRESS: kimberlyann@eldoradoinsurance.com														
INSURED American Guard Services, Inc. 10100 Reunion Place Suite 120 San Antonio TX 78216	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Zurich American Ins Co</td> <td>27855</td> </tr> <tr> <td>INSURER B: Endurance American Insurance Company</td> <td>10641</td> </tr> <tr> <td>INSURER C: Colony Insurance Company</td> <td>39993</td> </tr> <tr> <td>INSURER D: Hiscox Insurance Company</td> <td>10200</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Ins Co	27855	INSURER B: Endurance American Insurance Company	10641	INSURER C: Colony Insurance Company	39993	INSURER D: Hiscox Insurance Company	10200	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Zurich American Ins Co	27855														
INSURER B: Endurance American Insurance Company	10641														
INSURER C: Colony Insurance Company	39993														
INSURER D: Hiscox Insurance Company	10200														
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: V-AGS (10-20-18) W-CRM 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 GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: \$25,000 Deductible			EOLO288450-01	10/20/2018	10/20/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one perscn) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> Hired AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS			BAE0885493-02	10/20/2018	10/20/2019	UNASSIGNED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			EXC30000484301 (\$5M X Primary) AX4460605 (\$5M x \$5M)	10/20/2018	10/20/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 0093650-03	9/30/2018	9/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E - EACH ACCIDENT \$ 1,000,000 E - DISEASE - EA EMPLOYEE \$ 1,000,000 E - DISEASE - POLICY LIMIT \$ 1,000,000
D	Crime - 1st & 3rd Party			UC21824594.18	10/31/2018	10/31/2019	LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOG LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder when there is a written contract between the named insured and the certificate holder that requires such status.
 This certificate use for bid purpose only.
 Upon the award AGS will issue a new liability Insurance Certificate as per the bid/proposal requirements.

CERTIFICATE HOLDER 	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE R.L. Ring, Jr./KDEGRE
--	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)
 INS025 (10/14/01)

The ACORD name and logo are registered marks of ACORD



ZURICH North America Surety
2000 Market Street, Suite 1100
Philadelphia, PA 19103

Phone: (610)-727-5642
Fax: (610)-640-9410

3/15/2019

To whom it may concern:


Zurich American Insurance Company and/or its subsidiary, Fidelity and Deposit Company of Maryland, are prepared to provide surety credit to American Guard Services, Inc. for single projects of \$6 million and an aggregate uncompleted backlog of \$25 Million. Zurich/F&D is rated "A" (Excellent) with a financial size category of XV (\$2 billion +) by AM Best and has a US Treasury Limit exceeding \$700 million.

If American Guard Services, Inc. is awarded a contract and requests that we provide the necessary Performance and/or Payment Bonds, we will be prepared to execute the bonds subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

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

We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact me.

Sincerely,
Michael Matyjasik, Account Executive
Zurich American Insurance Company
Fidelity and Deposit Company of Maryland

A member of the  Zurich Financial Services Group



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

February 27, 2018

Re: Good Standing Letter

To Whom it May Concern:

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

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

Regards,

A handwritten signature in black ink, appearing to read "Jim Maurer".

Jim Maurer
Vice President/General Counsel

State of California Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

AMERICAN GUARD SERVICES, INC.

FILE NUMBER: C2019169
FORMATION DATE: 10/01/1997
TYPE: DOMESTIC CORPORATION
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify:

The records of this office indicate the entity is authorized to exercise all of its powers, rights and privileges in the State of California.

No information is available from this office regarding the financial condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of March 13, 2018.

A handwritten signature in black ink, appearing to read "Alex Padilla".

ALEX PADILLA
Secretary of State



Bureau of Security and Investigative Service
P.O. Box 989002
West Sacramento, CA 95798-9002
(916) 322-4000

PRIVATE PATROL OPERATOR

License No. PPO12969

Valid Until: 09/30/2019

Receipt No. 2271

AMERICAN GUARD SERVICES
1299 E ARTESIA BLVD #200
CARSON, CA 90746

In accordance with the provisions of Division 3, Chapter 11.6 of the Business and Professions Code, the company named herein is issued a Private Patrol Operator License Renewal.

----- NON-TRANSFERABLE ----- POST IN PUBLIC VIEW -----

WPIPP0 10



BUREAU OF SECURITY AND INVESTIGATIVE SERVICES

ISSUANCE DATE
SEPTEMBER 15, 1997
EXPIRATION DATE
SEPTEMBER 30, 2019
CURRENT DATE / TIME
APRIL 10, 2018
9:20:33 AM

LICENSING DETAILS FOR: 12969

NAME: AMERICAN GUARD SERVICES

ADDRESS OF RECORD

LICENSE TYPE: PRIVATE PATROL OPERATOR

1299 E ARTESIA BLVD #200
CARSON CA 90746
LOS ANGELES COUNTY

PRIMARY STATUS: CURRENT

MAP

PREVIOUS NAMES: AMERICAN GUARD SERVICES ♦ ALL AMERICAN SECURITY SERVICES INC ♦ SHERIF ASSAL ♦ ALL AMERICAN SECURITY SERVICES ♦ AMERICAN GUARD SERVICES, INC. ABBAS NADIM, MGR ♦ AMERICAN GUARD SERVICES INC ♦ AMERICAN GUARD SERVICES, INC

Exceptions, Objections and Requested Changes

After AGS carefully reviewed the terms and conditions of this RFP, please see the below exceptions we have.

- In section 3. Termination, paragraph A at the very end, please add "upon 30-day notice.";
- In section 3, Paragraph C. Insufficient Funding, please change "shall provide CONTRACTOR seven (7) to fifteen (15) days advance written notice
- In section 9. MONITORING: please insert after "at any time," with reasonable notice, . . .

**REQUEST FOR PROPOSALS – NO. SHF-2019-01
PROVISION OF SECURITY SCREENING SERVICES
ATTACHMENT D**

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
_____[NAME OF CONTRACTOR]_____
FOR FISCAL YEARS [20__-20__] THROUGH [20__-20__]**

This Agreement, entered into this ____ day of _____, 20[___], by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and _____[Name of Contractor]_____, a _____[Name of State]_____ [type of business]_____, hereinafter referred to as “CONTRACTOR,” is made upon the following considerations:

WHEREAS, COUNTY, by and through its _____[Name of Department]_____ – _____[Name of Division]_____, desires to retain the services of a qualified professional to _____[general description of the purpose of this Agreement]_____; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced and qualified to perform the special services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to furnish the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference. In providing such services, CONTRACTOR agrees to fully cooperate with the _____[Title of Department Head or Division Director]_____ or designee thereof, hereinafter referred to as _____[“Short Title for Department Head or Division Director”]_____.

2. TERM:

This Agreement shall begin on [_____, 20__] and shall remain in full force and effect until [_____, 20__], unless sooner terminated as provided herein.

3. TERMINATION:

A. Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.

- B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice to CONTRACTOR. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation Upon Termination. In the event of any termination of this Agreement, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is [_____] Dollars (\$____.____). CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by, ___[Short title of Department Head or Division Director]___ and the Humboldt County Auditor-Controller. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: [Name of Department] – [Name of Division]
 Attention: [Name of Contact Person]
 [Street Address]
 [City, State Zip Code]

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: [Name of Department] -- [Name of Division]
Attention: [Name of Contact Person]
[Street Address]
[City, State Zip Code]

CONTRACTOR: [Name of Contractor]
Attention: [Name of Contact Person]
[Street Address]
[City, State Zip Code]

7. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by local, state and/or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is

nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, programs or procedures, at any time, as well as the overall operation of CONTRACTOR's programs, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.

B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

12. **NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:**

CONTRACTOR certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components, as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

13. **DRUG-FREE WORKPLACE CERTIFICATION:**

By executing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, et seq.) and will provide a drug-free workplace by doing all of the following:

Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.

B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:

1. The dangers of drug abuse in the workplace;
2. CONTRACTOR's policy of maintaining a drug-free workplace;
3. Any available counseling, rehabilitation and employee assistance programs; and
4. Penalties that may be imposed upon employees for drug abuse violations.

C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:

1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and

2. Agree to abide by the terms of CONTRACTOR's Drug-Free Policy as a condition of employment.

D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

14. INDEMNIFICATION:

A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

B. Effect of Insurance. Acceptance of insurance, if required by this Agreement, does not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to the services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement regardless if any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by CONTRACTOR hereunder.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR and its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

2.

2. As stated in Exhibit A – Scope of Services, CONTRACTOR will not drive an automobile in the performance of services for COUNTY. If that changes, CONTRACTOR will take out and maintain Automobile/Motor Liability Insurance with a limit of liability not less than One

Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).

3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to

CONTRACTOR's insurance and will not be used to contribute therewith.

5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
 6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONTRACTOR: [Name of Contractor]
Attention: [Name of Contact Person]
[Street Address]
[City, State Zip Code]

16. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services provided pursuant to the terms and conditions of this Agreement. CONTRACTOR further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy or procedure referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

20. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

21. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

22. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

23. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

24. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

25. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

26. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

27. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writings and documents pertaining to the services provided hereunder to COUNTY without exception or reservation.

28. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

29. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to ____ [Short title of Department Head or Division Director] ____.

30. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided hereunder. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

31. ATTORNEYS' FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court

costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

32. SURVIVAL:

The duties and obligations of the parties set forth in Section [] – Compensation Upon Termination, Section [] – Record Retention and Inspection, Section [] – Confidential Information and Section [] – Indemnification shall survive the expiration or termination of this Agreement.

33. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

34. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

35. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

36. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

37. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

38. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that

the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

[CONTRACTOR'S NAME]:

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

[Name of Purchasing Agent]
Humboldt County Purchasing Agent

OR

By: _____

Date: _____

[Name of Board Chair]
Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Management

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates

EXHIBIT A
SCOPE OF SERVICES
[Contractor's Name]
[Agreement Term]

[Brief description of the purpose of the services to be provided] _____

1. SERVICES:

[List and describe the services to be performed under the Agreement]

2. SCHEDULE:

[List and describe project milestones/timeline for performance]

3. DELIVERABLES:

[List and describe deliverables]

4. ACCEPTANCE CRITERIA:

[List and describe the criteria and standards to be achieved for each deliverable]

5. REPORTING REQUIREMENTS:

[List and describe reporting requirements, as applicable]

6. PLACE OF PERFORMANCE:

[List and describe place of performance]

7. COUNTY RESPONSIBILITIES:

[List and describe County responsibilities, as applicable]

EXHIBIT B
SCHEDULE OF RATES

[Contractor's Name]
[Agreement Term]

[Brief description of the compensation to be provided to
CONTRACTOR]

1. RATE OF COMPENSATION:

[List and describe each specific rate to be charged CONTRACTOR under the Agreement]

2. EXPENSES:

[List and describe expenses to be reimbursed by COUNTY under the Agreement, as applicable]