

## **SECOND AMENDMENT TO CITYWIDE SECURITY SERVICES AGREEMENT**

This Second Amendment to Citywide Security Services Agreement (“First Amendment”) is made and entered into as of \_\_\_\_\_ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”), and American Guard Services, Inc., a California corporation (“Provider”; collectively, City and Provider will be referred to as the “Parties”).

### **WITNESSETH:**

WHEREAS, on November 28, 2022, City and Provider entered into the Citywide Security Services Agreement (“Original Agreement”), a copy of which is attached hereto as Exhibit A;

WHEREAS, on January 9, 2023, City and Provider entered into First Amendment to Citywide Security Services Agreement (“First Amendment”), a copy of which is attached hereto as Exhibit B;

WHEREAS, the Parties wish to enter this Second Amendment to Citywide Security Services Agreement (“Second Amendment”; collectively, the Original Agreement, First Amendment, and Second Amendment may be referred to as the “Agreement”) in order to expand the services under the Agreement to include an additional security officer at City Hall and to add additional patrols at Regional Flood Control District facilities located in the City as detailed on Exhibit C attached hereto;

WHEREAS, in connection with the expanded security services, the Parties wish to increase the annual not to exceed amount of the Agreement for both the second and third years of the Agreement; and

WHEREAS, the Original Agreement shall be amended as described herein.

NOW, THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

### **AGREEMENT**

1. The Scope of Services detailed in Section One of the Original Agreement shall be expanded to include the additional services detailed on Exhibit C to this Second Amendment.

2. Section Three of the Original Agreement is hereby deleted in its entirety and replaced with the following language:

“Provider will provide the Services detailed in Exhibit C to the Original Agreement and Exhibit C to this Second Amendment at the rate specified in Exhibit B to the Original Agreement, which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The annual

not to exceed amount of this Agreement is One Million Three Hundred Eight Thousand Eight Hundred Twenty-Six Dollars and 24/100 (\$1,308,826.24) for Contract Year #1, One Million Four Hundred Twenty-Three Thousand Seven Hundred Seventy-Four Dollars and 56/100 (\$1,423,774.56) for Contract Year #2, and One Million Five Hundred Thirty-Three Thousand One Hundred Eleven Dollars and 24/100 (\$1,533,111.24) for Contract Year #3 as specified in Schedule A below. The total not to exceed amount of this Agreement for the three-year term is Four Million Two Hundred Sixty-Five Thousand, Seven Hundred Twelve Dollars and 04/100 (\$4,265,712.04).”

Schedule A	
Contract Year:	Not to Exceed Amount:
Year #1	\$ 1,308,826.24
Year #2	\$ 1,423,774.56
Year #3	\$ 1,533,111.24
<b>TOTAL:</b>	<b>\$ 4,265,712.04</b>

1. In all other respects, the Parties confirm and re-affirm the terms and provision of the Original Agreement, as amended by the First Amendment.
2. For the purpose of this Second Amendment, the use of signatures via facsimiles, email, or other electronic medium shall have the same force and effect as original signatures.

[The remainder of this page is left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, the City and Provider have caused this Second Amendment to be executed as of the day and year first above written.

City of North Las Vegas,  
a Nevada municipal corporation

American Guard Services, Inc.,  
a California corporation

By: \_\_\_\_\_  
Pamela A. Goynes-Brown, Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Jackie Rodgers, City Clerk

Approved as to form:

By: \_\_\_\_\_  
Andy Moore, Acting City Attorney

EXHIBIT A

Original Agreement

Please see the attached page(s).

## **CITYWIDE SECURITY SERVICES AGREEMENT**

This Citywide Security Services Agreement ("Agreement") is made and entered into as of 11/28/2022 12:47:13 PST ("Effective Date") by and between the City of North Las Vegas, a Nevada municipal corporation ("City") and American Guard Services, Inc., a California corporation ("Provider").

### **WITNESSETH:**

WHEREAS, the City requires armed security services, as described in the Invitation to Bid for Citywide Security Services Bid B-1665 ("Invitation to Bid"), particularly the Scope of Work section of the Invitation to Bid ("Services"). A copy of the Invitation to Bid is attached as Exhibit A.

WHEREAS, Provider represents that it has the experience, knowledge, labor, and skill to provide the Services in accordance with generally accepted industry standards, and is willing and able to provide the Services.

NOW THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

### **SECTION ONE SCOPE OF SERVICES**

Provider shall perform the Services in accordance with the terms of the Invitation to Bid, incorporated herein, Provider's Bid, incorporated herein and attached as Exhibit B, and the terms, conditions, and covenants set forth in this Agreement. Provider shall at its own expense comply at all times with all municipal, county, state, and federal laws, regulations, rules, codes, ordinances, and other applicable legal requirements.

### **SECTION TWO TERM**

This Agreement shall commence on the Effective Date and will continue to be in effect for three years ("Term"), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term.

### **SECTION THREE COMPENSATION**

Provider will provide the Services at the rate specified in Exhibit B, which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The annual not to exceed amount of this Agreement is One Million Three Hundred Eight Thousand Eight Hundred Twenty-Six Dollars and 24/100 (\$1,308,826.24) for Contract Year #1, One Million Three Hundred Forty-Seven Thousand Nine Hundred Twenty-Four Dollars and 96/100 (\$1,347,924.96) for Contract Year #2, and One Million Three Hundred Eighty-Eight Thousand Two Hundred Twenty-Two Dollars and 60/100 (\$1,388,222.60) for Contract Year #3 as

specified in Schedule A below. The total not to exceed amount of this Agreement is Four Million Forty-Four Thousand Nine Hundred Seventy-Three Dollars and 80/100 (\$4,044,973.80)

Schedule A	
Contract Year:	Not to Exceed Amount:
Year #1	\$ 1,308,826.24
Year #2	\$ 1,347,924.96
Year #3	\$ 1,388,222.60
<b>TOTAL:</b>	<b>\$ 4,044,973.80</b>

#### **SECTION FOUR TERMINATION AND SUSPENSION OF SERVICES**

4.1. Termination for Convenience. This Agreement may be terminated, in whole or in part, with or without cause, by the City upon thirty (30) days written notice to the Provider. In the event of termination, Provider shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.

4.2 Termination for Cause. The occurrence of any of the following events constitutes a default by Provider ("Event of Default"):

4.2.1 A breach by the Provider of any material term, condition, or covenant contained in the Agreement, if such breach continues uncured for a period of ten days after receipt of written notice from the City, unless such breach cannot by its nature be remedied within such period in which event the Provider shall provide evidence reasonably satisfactory to the City within ten days after receipt of such notice that the cure of such breach has commenced and the Provider thereafter makes reasonable and continuous progress to that end. For purposes of this Agreement, such a breach by the Provider shall be deemed to include, without limitation, the Provider's refusal or neglect to supply sufficient and properly skilled labor or subcontractors, the Provider's refusal or neglect to perform the Services in accordance with applicable standards, or the Provider's failure in any respect to prosecute the Services or any part thereof with promptness, diligence, and in accordance with all of the material provisions in this Agreement;

4.2.2 City's determination that any representation, statement, or covenant made by the Provider in the Agreement, or in any other statement, report, or document that the Provider is required to furnish to the City, was false or misleading in any material respect;

4.2.3 The occurrence of any of the following: (a) the filing by or against the Provider of a proceeding under any bankruptcy or similar law, unless such proceeding is dismissed within thirty days from the date of filing; (b) the making by the Provider of any assignment for the benefit of creditors; (c) the filing by or against the Provider for a proceeding for dissolution or liquidation,

unless such proceeding is dismissed within thirty days from the date of filing; (d) the appointment of or the application for the appointment of a receiver, trustee, or custodian for any material part of the Provider's assets unless such appointment is revoked or dismissed within thirty days from the date thereof; (e) the attempt by the Provider to make any adjustment, settlement, or extension of its debts with its creditors generally; (f) the insolvency of the Provider; or (g) the filing or recording of a notice of lien or the issuance or the obtaining of a levy of execution upon or against a material portion of the Provider's assets, unless such lien or levy of execution is dissolved within thirty calendar days from the date thereof; or

4.2.4 Provider, in the reasonable opinion of the City, has experienced a material adverse change in the Provider's financial condition or the Provider's ability to fulfill its obligations under this Agreement.

4.3 City's Remedies for Termination for Cause. Upon the occurrence of any Event of Default, following the giving of any notice and the expiration of any cure period expressly provided in Section 4.2.1 above, the City shall be entitled upon written notice to the Provider, without notice to the Provider's sureties and without limiting any of the City's other rights or remedies, to terminate this Agreement or to terminate the Provider's right to proceed with that portion of the Services affected by any such Event of Default.

4.3.1 Upon receipt of any such written notice of termination of the entire Agreement or of any right to proceed with any portion of the Services, the Provider shall, at its expense, assess the status of any deliverables still due, preserve any Services performed, and deliver to the City any partially-completed Services performed by the Provider and any subcontractor, including without limitation documents and other deliverables.

4.3.2 In the event of such termination, the City may finish the Services by whatever method the City may deem expedient including: (1) hiring a replacement contractor(s) to complete the remaining Services that the Provider was otherwise obligated to complete under the Agreement using such form of agreement as the City may deem advisable; (2) the City may itself provide any labor or materials to complete the Services; or (3) the City may call upon the Performance Bond that the Provider secured as required in the Invitation to Bid and Section 9 of this Agreement.

4.3.3 In the event of such a termination, the City may suspend all payments otherwise due to the Provider hereunder and the City has no further obligation to pay the Provider for the Services, except for payment of the reasonable value for all Services satisfactorily performed to the date of termination. However, the City is not obligated to make any such payment until after all Services are completed to the City's satisfaction.

4.3.4 If the City terminates the Agreement and finishes the Services pursuant to Section 4.3.2 above and the total cost of completing the Services by a replacement contractor or by the City, as applicable, including all payments made to the Provider, is less than the total amount budgeted for this Agreement by the City, then the City shall pay to the Provider, within thirty days after the completion of the Services, the amount of any payment that would otherwise (i.e., in the absence of the default) be due to the Provider for any Services performed by the Provider prior to termination. If the City terminates this Agreement and finishes the work pursuant to Section 4.3.2

above and the total cost of completing the Services by a replacement contractor or by the City, as applicable, including all payments made to the Provider, is greater than the total amount budgeted for this Agreement, then the Provider shall pay the amount by which the total cost of completing the Services exceeds the total amount budgeted to the City within thirty (30) days after City provides an invoice to the Provider.

4.3.5 All rights and remedies provided in Section 4.3 are cumulative, and are not exclusive of any other rights or remedies that may be available to the City, whether provided by Law, equity, or otherwise. Upon the occurrence of an Event of Default, following the applicable process described in Section 4.3, the City shall be entitled to pursue any and all other rights and remedies, including without limitation damages, that the City may have against the Provider under this Agreement, at Law, or in equity. “Law” means all applicable federal, state, and local laws, statutes, ordinances, regulations, rules, codes, orders, policies, standards, guidelines, or other governmental requirements, including the Nevada Revised Statutes, the Nevada Administrative Code, and North Las Vegas Municipal Code, as amended or that may be enacted or promulgated subsequently.

4.4 Termination by Provider. This Agreement may be terminated by the Provider in the event the City defaults in the due observance and performance of any material term, condition, or covenant contained herein, and such default is not cured within thirty (30) days after the Provider delivers written notice of such default to the City.

4.5 Suspension of Services. The City may suspend performance by Provider under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Provider at least ten (10) days prior to the date on which the City will suspend performance. The Provider shall not perform further work under this Agreement after the effective date of the suspension until receipt of written notice from the City to resume performance, and the time period for Provider’s performance of the Services shall be extended by the amount of time such performance was suspended.

## **SECTION FIVE PROVIDER REPRESENTATIONS AND WARRANTIES**

5.1. The Provider hereby represents and warrants for the benefit of the City, the following:

5.1.1. Provider is a duly formed validly existing corporation and is in good standing pursuant to the laws of the State of Nevada. The Provider is financially solvent, able to pay its debts when due, and possesses sufficient working capital to provide the Services pursuant to this Agreement.

5.1.2. The person executing this Agreement on Provider’s behalf has the right, power, and authority to enter into this Agreement and such execution is binding on the Provider.

5.1.3. All Services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider’s profession and in accordance with generally accepted industry standards prevailing at



the time the Services are performed, and do not infringe the intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

## **SECTION SIX INDEMNIFICATION**

Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Provider, its subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

## **SECTION SEVEN INDEPENDENT CONTRACTOR**

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

## **SECTION EIGHT CONFIDENTIALITY AND AUTHORIZATIONS FOR ACCESS TO CONFIDENTIAL INFORMATION**

8.1. Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent, except as permitted by law.

8.2. Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider's employees, agents or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion. The City will require each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property to submit to a background check performed by the City's Police Department ("Background Check"), and each employee, agent, or

subcontractor must satisfactorily pass the Background Check, as determined by the City in its sole discretion, before or at any time during the performance of any of the Services under this Agreement. For this Agreement the City is requiring a Level 2 Background which includes Federal fingerprinting, drug screening, County and Nationwide Criminal History Checks and Voice Stress Analysis (CVSA).

## **SECTION NINE INSURANCE AND PERFORMANCE BOND**

9.1. Provider shall procure and maintain at all times during the performance of the Services, at its own expense, the following insurances:

9.1.1. Workers' Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.

9.1.2. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

9.1.2.1. The policy shall be endorsed to include errors and omission coverage.

9.1.2.2. The policy shall be endorsed to include master key coverage.

9.1.2.3. The policy shall be endorsed to include coverage for care-custody and control of property of others.

9.1.2.4. The policy shall include coverage for the operation of mobile equipment.

9.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.

9.1.5. Professional Liability (errors and omissions): Insurance appropriate to the Provider's profession with limit no less than \$1,000,000.00 per occurrence or claim, \$1,000,000.00 aggregate.

9.1.6. Commercial Crime Policy: The policy shall have a limit of \$50,000. The policy shall include coverage for all directors, officers, agents and employees of the Company. The policy shall include coverage for third party fidelity. The policy shall include coverage for extended theft and mysterious disappearance. The policy shall include coverage but not limited to: Employee Dishonesty (to include coverage for theft and mysterious disappearance and inventory shortage), Money & Securities Inside/Outside, Computer Fraud, Funds Transferred (if

applicable); Forgery or Alteration. The policy shall be endorsed to include City as Loss Payee. The policy shall not contain a condition requiring a conviction or arrest in order to file a claim.

9.1.7. Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

9.1.8. The insurance policies are to contain, or be endorsed to contain, the following provisions:

9.1.8.1. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

9.1.8.2. Primary Coverage: For any claims related to this contract, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

9.1.8.3. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

9.1.8.4. Waiver of Subrogation: Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

9.1.8.5. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents, and subcontractors.

9.1.8.6. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

9.1.8.7. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

9.1.8.8. Claims Made Policies: If any of the required policies provide claims-made coverage:

9.1.8.8.1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

9.1.8.8.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

9.1.8.8.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

9.1.9. Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9.1.10. Special Risks or Circumstances: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9.2 Performance Bond. The Provider shall procure and maintain, at its own expense, during the entire term of the Agreement, a performance bond in the amount of twenty percent (20%) of the total amount of the Agreement for the Term. Provider shall provide the performance bond to the City prior to commencing Services under this Agreement and agrees to provide the performance bond to the City prior to each anniversary date of this Agreement. Should the Provider fail to provide such bond, the City may, at its option, purchase the performance bond and deduct the cost thereof from any payment due the Provider.

## **SECTION TEN NOTICES**

10.1. Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States mail at the following addresses:

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To City: City of North Las Vegas  
Attention: Joy Yoshida  
2250 Las Vegas Blvd., North, Suite 820  
North Las Vegas, NV 89030  
Phone: 702-633-1745

To Provider: American Guard Services, Inc.  
Attention: Gerald A. Gregory  
1125 W. 190<sup>th</sup> St.  
Los Angeles, CA 90248  
Phone: 800-441-1808  
Email: [jgregory@americanguardservices.com](mailto:jgregory@americanguardservices.com)  
With a cc: [cweissman@americanguardservices.com](mailto:cweissman@americanguardservices.com)

10.2. Either party may, at any time and from time to time, change its address by written notice to the other.

## **SECTION ELEVEN SAFETY**

11.1. Obligation to Comply with Applicable Safety Rules and Standards. Provider shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Provider further recognizes that, while Provider is performing any work on behalf the City, under the terms of this Agreement, Provider agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

11.2. Safety Equipment. Provider will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

## **SECTION TWELVE ENTIRE AGREEMENT**

This Agreement, together with any attachment, contains the entire Agreement between Provider and City relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

## **SECTION THIRTEEN MISCELLANEOUS**

13.1. Governing Law and Venue. The laws of the State of Nevada and the North Las Vegas

Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada.

13.2. Assignment. Any attempt to assign this Agreement by Provider without the prior written consent of the City shall be void.

13.3. Amendment. Notwithstanding any provision in this Agreement, City reserves the right to request modification at any time to the scope, frequency, estimated quantities, or timing of Provider's Services under the Agreement, in whatever manner City determines, in good faith, to be reasonably necessary and to be in the best interests of the public. Provider agrees that if amendments or modifications to the Agreement are required during Term, the parties must execute a written amendment detailing those amendments. The parties acknowledge and agree that this Agreement may be amended or modified only by a writing executed by both the City and Provider.

13.4. Controlling Document. To the extent any of the terms or provisions in Exhibit A conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Exhibit A or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

13.5. Time of the Essence. Time is of the essence in the performance of this Agreement and all of its terms, provisions, covenants and conditions.

13.6. Waiver. No consent or waiver, express or implied, by the Provider or the City of any breach or default by the other in performance of any obligation under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party.

13.7. Waiver of Consequential Damages. The City shall not be liable to Provider, its agents, or any third party for any consequential, indirect, exemplary or incidental damages, including, without limitation, damages based on delay, loss of use, lost revenues or lost profits. This section survives default, expiration, or termination of this Agreement.

13.8. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

13.9. No Fiduciary or Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative, fiduciary, or joint venturer of the other and neither party shall have the power to bind the other by virtue of this Agreement.

13.10. Effect of Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination.

13.11. Ownership of Documents. Provider shall treat all information related to this Agreement, all information supplied to Provider by the City, and all documents, reconciliations and reports produced pursuant to this Agreement as confidential and proprietary information of the City and shall not use, share, or release such information to any third-party without the City's prior written permission. This section shall survive the termination or expiration of this Agreement.

13.12. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the Term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by Provider under this Agreement, the Agreement will be terminated when appropriate funds expire.

13.13. Public Record. Pursuant to NRS 293.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to Provider for the disclosure of any public record including, but not limited to, documents provided to the City by Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by Provider, Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorneys' fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

13.14. Interpretation. The language of this Agreement has been agreed to by both parties to express their mutual intent. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort by the City and Provider 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.

13.15. Electronic Signatures. The use of facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

13.16. Counterparts. This Agreement may be executed in counterparts and all of such counterparts, taken together, shall be deemed part of one instrument.

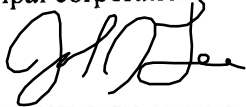
13.17. Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

13.18. Boycott of Israel. Pursuant to NRS 332.065(4), Provider certifies that the Provider is not currently engaged in a boycott of Israel, and Provider agrees not to engage in a boycott of Israel during the Term.


13.19. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 13.19 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

**IN WITNESS WHEREOF**, the City and Provider have executed this Agreement as of the Effective Date.

City of North Las Vegas,  
a Nevada municipal corporation,

By:   
John J. Lee, Mayor

American Guard Services Inc.,  
a California corporation

By:   
Name: Gerald A. Gregory  
Title: Executive Vice President

Attest:

By:   
Jackie Rodgers, City Clerk

Approved as to form:


By:   
Micaela Rustia Moore, City Attorney



EXHIBIT A

Invitation to Bid – BID B-1665

Please see the attached page(s).

Mayor  
John J. Lee

City Manager  
Ryann Juden

Council Members  
**Scott Black**  
**Pamela A. Goynes-Brown**  
**Isaac E. Barron**  
**Richard J. Cherchio**



**Finance Department**  
**Purchasing Department**  
2250 Las Vegas Boulevard, North · Suite #710 · North Las Vegas, Nevada 89030  
Telephone: (702) 633-1745 · Fax: (702) 669-3328 · TDD: (800) 326-6868  
[www.cityofnorthlasvegas.com](http://www.cityofnorthlasvegas.com)

**May 10, 2022**

**CITY OF NORTH LAS VEGAS**  
**INVITATION TO BID**  
**BID B-1665 Citywide Security Services**

Bids will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at [www.ngemnva.com](http://www.ngemnva.com) until **May 26, 2022 at 1:00 P.M. local time** (the "Bid Due Date"). **A Bid opening will be held on a conference call via Google Meet, Telephone# 601-658-0427, Meeting Pin# 810 790 790# on the Bid Due Date.**

An optional Pre-Bid Meeting will be held on **April 27, 2022 at 10:00 a.m. local time** via Google Meet conference call, **Telephone # 626-541-2439, Meeting Pin# 395 580 737#**. The purpose of this meeting is to discuss the Invitation to Bid requirements and answer any questions or concerns. Any and all questions asked during this meeting must be sent via email or submitted in NGEM at the conclusion of the Pre-Bid Meeting.

All questions or concerns must be submitted electronically in the NGEM System or via e-mail to Joy Yoshida, Buyer at [yoshidaj@cityofnorthlasvegas.com](mailto:yoshidaj@cityofnorthlasvegas.com). The cut-off time for all questions is **May 19, 2022, at 12:00 p.m. local time**. All questions received will be consolidated and answered AFTER the question cut-off period via Addendum on NGEM. Any questions received after the question cut-off period will not be answered.

Bid documents may be accessed at [www.ngemnva.com](http://www.ngemnva.com) or on the Purchasing Bid Advertisements page on the City of North Las Vegas website ([www.cityofnorthlasvegas.com](http://www.cityofnorthlasvegas.com)). The City reserves the right to reject any and all Bids, waive any informality or technicality, or to otherwise accept Bids deemed in the best interest of the City.

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Joy Yoshida  
Buyer

Published in the Las Vegas Review Journal  
(April 20, 2022)

**CITY OF NORTH LAS VEGAS INVITATION TO BID  
BID B-1665 Citywide Security Services**

**1. PUBLIC RECORDS:**

The Bid documents and all Bids submitted in response thereto are public records. You are cautioned not to put any material into the Bid that is proprietary in nature. The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person, unless declared by law to be confidential.

**2. PERFORMANCE OF WORK:**

The selected Respondent shall perform all work as may be necessary to complete the Contract in a satisfactory and acceptable manner, and unless otherwise provided, shall furnish all transportation, materials, equipment, labor and incidentals necessary to complete the project.

**3. FORM OF CONTRACT:**

Execution of the Contract by all named parties will authorize the delivery of services obtained under this Invitation to Bid.

**4. ELECTRONIC BID THROUGH NGEM SYSTEM:**

Bids must be submitted online through the Nevada Government eMarketplace (NGEM). The NGEM System is an electronic bidding system used by a consortium of local government entities in Nevada for supplier registration and the submission of electronic bids and proposals. The NGEM System is available at [www.ngemnvt.com](http://www.ngemnvt.com). There is no cost for any Respondent to use the NGEM System, however, all Respondents must register prior to gaining access to see the details of any solicitation and to submit a bid or proposal online. All Bids must be submitted on the NGEM System no later than the Bid Due Date and time. Per the Terms of Use of the NGEM System, Bids may not be submitted after the Bid Due Date, and the server clock will govern.

**5. EXPLANATION TO RESPONDENT:**

Any explanations desired by Respondent regarding the meaning or interpretation of specifications must be requested in writing and with sufficient time allowed for a reply to reach Respondent before submission of their Bid. Oral explanations given before the award of the Contract will not be binding. Any written interpretation made will be furnished to all Respondents and its receipt by the Respondent will be acknowledged. Interpretation of the meaning of the plans, specifications, or other pre-Bid documents will not be binding if presented to any Respondent orally. Every request for such interpretation should be in writing addressed to Joy Yoshida, Buyer at [yoshidaj@cityofnorthlasvegas.com](mailto:yoshidaj@cityofnorthlasvegas.com). Any and all such interpretations and any supplemental instructions deemed necessary will be in the form of a written addendum to the specifications which, if issued, will be posted on NGEM. Failure of any Respondent to receive any such addendum or interpretation shall not relieve such Respondent from any obligation under these Bid documents as submitted. All addenda issued shall become part of the Bid documents.

**6. METHOD OF EVALUATION AND AWARD OPTIONS:**

The evaluation of this Bid will be conducted by City personnel. The City will award this Bid to the Respondent(s) that submits the lowest responsive and responsible Bid deemed to be in the City's best interest. The City reserves the right to reject all Bids. Pursuant to NRS 332.065(4), the City shall not enter into a contract with a Respondent to this Bid unless the Contract includes the written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

**7. ASSIGNMENT OF CONTRACTUAL RIGHTS:**

It is agreed that the Contract must not be assigned, transferred, conveyed, or otherwise disposed of by either party in any manner, unless approved in writing by the other party or unless otherwise allowed pursuant to NRS 332.095(2). The Respondent will be an independent contractor for all purposes and no agency, either expressed or implied, exists.

**8. CONDITIONS OF BID SUBMITTAL:**

- (a) The Bid must be signed by a duly authorized official of the proposing firm or company submitting the Bid.
- (b) No Bid will be accepted from any person, firm, or corporation that is in arrears for any obligation to the City, or that otherwise may be deemed irresponsible or unresponsive by City staff or City Council.
- (c) No Bid will be accepted from any person, firm, or corporation if that person, firm, or corporation or any of its principals are debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from transactions with any federal or state department or agency. By signing and submitting a Bid to the City, the Respondent certifies that no current suspension or debarment exists.
- (d) All Bids shall be prepared in a comprehensive manner as to content, but no necessity exists for expensive binders or promotional material.

**9. BID PROTESTS:**

The City will publish the Recommendation of Award Notification on NGEM. . Any Respondent may file a notice of protest regarding the proposed award of the Contract by the North Las Vegas City Council. Respondents will have five (5) business days from the date the Recommendation of Award is published to submit the written protest to the City Clerk. The written protest must include a statement setting forth, with specificity, the reasons the person filing the protest believes that applicable provisions of the Bid documents or law were violated. At the time a notice of protest is filed, the person filing such notice of protest shall post a bond with a good and solvent surety authorized to do business in the State of Nevada, and supply it to the City Clerk. The bond posted must be in an amount equal to the lesser of: (i) twenty-five percent (25%) of the total value of the Bid submitted by the person filing the notice of protest; or (ii) two hundred fifty thousand dollars (\$250,000).

A notice of protest filed in accordance with this section shall operate as a stay of action in relation to the award of the Contract until a determination is made by the North Las Vegas City Council. A person who makes an unsuccessful Bid may not seek any type of judicial intervention until after the North Las Vegas City Council has made a determination on the notice of protest and awarded the Contract. Neither the City nor any authorized representative of the City is liable for any costs, expenses, attorney's fees, loss of income, or other damages sustained by a person who submits a Bid, whether or not the person files a notice of protest pursuant to this section.

If a protest is upheld, the bond posted and submitted with the notice of protest will be returned to the person who posted the bond. If the protest is rejected, a claim may be made against the bond by the City in an amount equal to the expenses incurred by the City because of the unsuccessful protest.

**10. LICENSES:**

All Respondents must provide a copy of all appropriate licenses in accordance with the laws of the State of Nevada, prior to submission of Bids for this project. Upon award, the successful

Respondent will be required to obtain a North Las Vegas Business License.

**11. PUBLIC OPENING:**

Bids received will be opened and the name of the Respondent's company will be read via conference call at the time and place indicated in the Bid documents. Respondents, their authorized agents, and the public are invited to call in. No responsibility will attach to any City official or employee for the pre-opening of, or the failure to open, a Bid not properly addressed or identified.

**12. DURATION OF OFFER:**

All Bids submitted in association with this Invitation to Bid shall be considered firm offers for a period of ninety days after the date of bid opening in order to allow City to evaluate and consider award, unless the offer is further extended in writing and agreed upon by both parties.

**13. TERM OF THE CONTRACT:**

The Contract shall have a term of three years or as otherwise stated in the Contract.

**14. INSURANCE:**

Prior to the commencement of the Contract, the successful Respondent must provide properly executed Certificates of Insurance to the City, which shall clearly evidence all insurance required by the City, including a policy or certificate of comprehensive general liability insurance in which the City, its public officials, officers, employees, agents, and volunteers shall be the named insured or be named as an additional insured. Such insurance will (i) waive subrogation against the City, its officers, agents, servants, and employees; (ii) will be primary and any insurance or self-insurance maintained by the City will apply in excess of, and not contribute with, the insurance required; (iii) will include or be endorsed to cover the Respondent's contractual liability to the City; and (iv) disclose all deductibles and self-insured retentions in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000.00 without the City's written approval. Required insurance shall not be canceled, allowed to expire or be materially reduced in coverage until after 30 days' written notice has been given to, and approved in writing by, the City Attorney or the City Risk Manager.

The policy shall provide the following minimum limits:

**WORKER'S COMPENSATION INSURANCE:** Each successful Respondent shall secure, maintain in full force and effect, and bear the cost of complete Worker's Compensation Insurance in accordance with the Nevada Industrial Insurance Act - Nevada Revised Statutes, Chapter 616A-616D, inclusive, for the duration of the Contract and shall furnish the City, prior to the execution of the Contract, a Certificate of Insurance which meets the requirements of the Nevada Industrial Insurance Act. The City, or any of its officers or employees, will not be responsible for any claims or suits in law or equity occasioned by the failure of the successful Respondent to comply with the provisions of this paragraph. If the successful Respondent has no employees, then Exhibit D- Affidavit of Rejection of Coverage for Workers' Compensation must be completed and submitted with response to this Proposal.

**COMMERCIAL GENERAL LIABILITY (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage,

bodily injury and personal & advertising injury with limits no less than \$5,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

The policy shall be endorsed to include errors and omissions coverage.

The policy shall be endorsed to include master key coverage.

The policy shall be endorsed to include coverage for care-custody and control of property of others.

The policy shall include coverage for the operation of mobile equipment.

**AUTOMOBILE LIABILITY:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**PROFESSIONAL LIABILITY (Errors and Omissions):** Insurance appropriate to the Provider's profession, with a limit no less than \$1,000,000.00 per occurrence or claim, \$1,000,000.00 aggregate.

Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

**COMMERCIAL CRIME POLICY:** The policy shall have a limit of \$50,000. The policy shall include coverage for all directors, officers, agents and employees of the Company. The policy shall include coverage for third party fidelity. The policy shall include coverage for extended theft and mysterious disappearance. The policy shall include coverage but not limited to: Employee Dishonesty (to include coverage for theft and mysterious disappearance and inventory shortage), Money & Securities Inside/Outside, Computer Fraud, Funds Transferred (if applicable); Forgery or Alteration. The policy shall be endorsed to include City as Loss Payee. The policy shall not contain a condition requiring a conviction or arrest in order to file a claim.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**ADDITIONAL INSURED STATUS:** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

**PRIMARY COVERAGE:** For any claims related to this contract, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the

City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

**NOTICE OF CANCELLATION:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

**WAIVER OF SUBROGATION:** Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents, and subcontractors.

**SELF-INSURED RETENTIONS:** Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

**ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

**CLAIMS MADE POLICIES:** If any of the required policies provide claims-made coverage:

The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

**VERIFICATION OF COVERAGE:** Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**SPECIAL RISKS OR CIRCUMSTANCES:** The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Such insurance shall include the specific coverage set out herein and be written for NOT LESS THAN the limits of liability and coverage provided in the "Insurance Service Office", or required by law and other governing agencies, whichever is greater. The cost of this insurance shall be deemed included in the Proposal prices and no additional compensation will be made.

In addition, the Respondent shall furnish evidence of a commitment by the insurance company to notify the City by registered mail of the expiration or cancellation of the insurance policies required not less than 30 days before the expiration or cancellation is effective.

**15. INDEMNITY:**

The successful Respondent agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from any and all liabilities, causes of action, claims, damages, losses, expenses, proceedings, actions, judgements, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents, or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Respondent, its subcontractors, agents, and employees, in the fulfillment or performance of the work described herein until such time as the applicable statutes of limitation expire.

**16. PROVISIONS PROVIDED BY LAW:**

Each and every provision and clause required by law to be inserted in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract forthwith shall be physically amended to make such insertion or correction. The Respondent's attention is directed to the fact that all applicable city, county, state, and federal laws, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the Contract throughout its duration and such laws, rules, and regulations will be deemed to be included in the Contract the same as though they had been written out in full herein.

**17. ADDENDA INTERPRETATIONS:**

If it becomes necessary to revise any part of this Bid, a written or electronic addendum will be provided publicly. The City is not bound by any oral clarifications changing the scope of work for this project.

**18. CANCELLATION OF CONTRACT:**

The City reserves the right to cancel the award or execution of any contract at any time before the Contract has been approved by the City Council without any liability or claims thereof against the City.

**19. TERMINATION FOR CONVENIENCE:**

The City shall have the right at any time to terminate further performance of the Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Respondent, specifying the extent and effective date of the termination. On the effective date of the termination, the successful Respondent shall terminate all work and take all reasonable actions to mitigate expenses. The successful Respondent shall submit a written request for incurred costs for services performed through the date of termination



within 30 days of the date of termination. All requests for reimbursement of incurred costs shall include substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the successful Respondent, thirty days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the successful Respondent.

**20. TERMINATION FOR CAUSE:**

The City shall have the right to terminate the Contract if the Respondent defaults in its performance of the Contract. The following events constitute a default by the successful Respondent: (a) a breach by the Respondent of any material term, condition, or covenant contained in the Contract, if such breach continues uncured for a period of ten days after receipt of written notice from the City; (b) City's determination that any representation, statement, or covenant made by the Respondent in the Contract, or in any other statement, report, or document that the Respondent is required to furnish to the City, was false or misleading in any material respect; (c) a filing by or against the Respondent of a proceeding under any bankruptcy or similar law, unless such proceeding is dismissed within thirty days from date of filing; or (d) the Respondent, in the reasonable opinion of the City, has experienced a material adverse change in the Respondent's financial condition or the Respondent's ability to fulfill its obligation under this Contract. In the event of a termination for cause, the City may finish the services required under the Contract, either by itself or by hiring a replacement contractor, and the Respondent shall pay the cost for the City to finish the services required under the Contract. Additionally, the City may call upon the performance bond that the Respondent secured as required under the Contract in order to finish the services required under the Contract.

**21. PERFORMANCE BOND:**

The successful Respondent shall procure and maintain, at its own expense, during the entire term of the Contract, a performance bond in the amount of twenty percent (20%) of the proposed cost of the Contract. The performance bond must be provided to the City prior to the execution of the Contract at the time Respondent provides the required Certificates of Insurance to the City.

The performance bond may be secured through the usual sources if the surety is authorized and licensed to do business in the State of Nevada, with the exception of individual surety bonds, which are not acceptable to the City.

The performance bond may be written on the form provided by the City such as the sample form in Exhibit G.

The performance bond must be delivered to the City prior to the execution of the Contract (at time Certificates of Insurance are delivered to City) and prior to each anniversary date of the Contract. Should the Company fail to provide such a performance bond, the City may, at its option, purchase the bond and deduct the cost thereof from any payment due the successful Respondent.

**22. TAXES:**

The City is exempt from state, retail, and federal excise taxes. The Bid price must be net, exclusive of taxes.

**23. EXCEPTIONS:**

Each Respondent must list on a separate document any exceptions to specifications and attach

it to their Bid. Exceptions, deviations, or contingencies requested in Respondent's bid response, while possibly necessary in the view of the Respondent, may result in lower scoring or disqualification of a Bid response. **A template of the City of North Las Vegas Service Agreement is attached in Exhibit F. Any and all exceptions to this document must be declared at the time of submission.**

**24. CONTRACT AMENDMENTS:**

Notwithstanding any provision in this Bid or in the Contract, City reserves the right to request modification at any time to the scope, frequency, estimated quantities, or timing of successful Respondent's obligation under the Contract, in whatever manner City determines, in good faith, to be reasonably necessary and to be in the best interests of the public. Successful Respondent agrees that if modifications to the Contract are required during the Contract term, a written amendment detailing those elements should be executed by successful Respondent and City.

**25. FISCAL FUNDING OUT:**

In the event the City fails to appropriate funds for the performance of the Contract, the Contract will terminate once the existing funds have been exhausted.

**26. LIMITATION OF FUNDING:**

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under the Contract.

**27. ESCALATION:**

Prices may not be increased during the term of the Contract.

**28. AUDIT OF RECORDS:**

- (a) The successful Respondent agrees to maintain financial records pertaining to all matters relative to this Bid in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Bid for a period of three (3) years after completion of this Bid and any subsequent extensions thereof. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event the successful Respondent goes out of existence, the successful Respondent shall turn over to the City all of its records relating to this Bid. The successful Respondent agrees to give the City access to records immediately upon request.
- (b) The successful Respondent agrees to permit the City or the City's designated representative(s) to inspect and audit its records and books relative to this Bid at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information concerning successful Respondent's operation hereunder, at the City's discretion. The successful Respondent further understands and agrees that said inspection and audit would be exercised upon written notice. If the successful Respondent or its records and books are not located within Clark County, Nevada, and in the event of an inspection and audit, successful Respondent agrees to deliver the records and books or have the records and books delivered to the City or the City's designated representative(s) at an address within the City as designated by the City. If the City or the City's designated representative(s) finds that the records and books delivered by the

successful Respondent are incomplete, the successful Respondent agrees to pay the City's or the City's representative(s)' costs to travel (including travel, lodging, meals, and other related expenses) to the successful Respondent's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The successful Respondent further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

- (c) If, at any time during the term of this Bid, or at any time after the expiration or termination of the Bid, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the successful Respondent, the successful Respondent agrees that the difference shall be either: (i) repaid immediately by the successful Respondent to the City or (ii) at the City's option, credited against any future billings due the successful respondent.
- (d) The successful Respondent must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon an invoice submitted before final payment of the Bid.
- (e) The successful Respondent shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City will be deemed a waiver of the successful respondent's right to dispute.

**29. INDEPENDENT CONTRACTOR:**

In the performance of services under the Contract, the successful Respondent and any other persons employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The City shall hold the successful respondent company ("Company") as the sole responsible party for the performance of the Contract. The Respondent shall maintain complete control over its employees. Nothing contained in this Invitation to Bid, the Contract, or awarded by the City shall create a partnership, joint venture, or agency. Neither party shall have the right to obligate or bind the other party in any manner to any third party. The Contract may not be subcontracted.

**30. COMPANY PERSONNEL:**

The successful Respondent is solely responsible for the supervision and control of its staff performing work under the Contract; however, the City reserves the right to request removal from its premises the successful Respondent's "on site" staff personnel for just cause, and the successful Respondent shall take reasonable action to comply with the request. Upon award of the Contract, a listing of all personnel authorized to participate in the awarded program shall be submitted and included as part of the executed agreement. The successful Respondent (and employees performing work) may be required to go through a City Background check which can be coordinated with the City's HR department if the successful Respondent will be performing work on City Property or have access to the City's network or data. Successful Respondent shall be notified during the contract phase what background check requirements apply to the contract.

**31. KEY PERSONNEL:**

The City designates Joy Yoshida, Buyer, as the responsible party for managing this Bid Advertisement. She can be reached at 702-633-1745 or at [yoshidaj@cityofnorthlasvegas.com](mailto:yoshidaj@cityofnorthlasvegas.com) and is available Monday through Thursday from 6:30 am to 4:00 pm.

The City also designates Bobby Mayes, Technical Services Supervisor, as the project manager for this service. He can be contacted at 702-633-1487 or at [mayesb@cityofnorthlasvegas.com](mailto:mayesb@cityofnorthlasvegas.com) and is available Monday through Thursday from 5:30 am to 3pm.

The cutoff date for any questions regarding this is **May 19, 2022, at 12:00 p.m. Local Time. Any questions submitted beyond this cut off time will not be answered.**

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1665 Citywide Security Services**

**DEFINITIONS**

**Bid** - document submitted by Respondent in NGEM to the City of North Las Vegas offering the product or service that meets the requested specifications. Respondent will fill out the bid document with their price offering and complete all required documents

**Certificates of Insurance** – a document issued by an insurance company/broker that is used to verify the existence of insurance coverage under specific conditions granted to listed individuals. This document should list the effective date of the policy, the type of insurance coverage provided and the type and dollar amount of applicable liability and shall list the City of North Las Vegas, its public officials, officers, employees, agents, and volunteers, as an additional insured.

**City** - the City of North Las Vegas.

**City Attorney** – the lawyer employed by the City, who is legally appointed as legal counsel to transact business on the City's behalf.

**City Clerk** - a public officer charged with recording the official proceedings and vital statistics of the City.

**City Council** - the legislative body that governs the city.

**City Manager** - a person not publicly elected but appointed by the City Council to manage the City.

**City Records** - information, minutes, files, accounts or other records which the City is required to maintain, and which must be accessible to scrutiny by the public.

**City Staff** - any person currently employed by the City.

**Contract** – the written agreement between the City and the Respondent selected by the City as having the best Proposal, as approved by City Council and fully executed by the parties.

**Invitation to Bid** - the official legal published advertisement of the bid requirements.

**Key Personnel** - defined City employees listed in Paragraph 27.

**Pre-Bid Meeting** – a meeting that Respondent may attend to have the project requirements defined. This allows the Respondent to ask questions necessary to enable Respondent to provide a bid.

**Nevada Public Records Law** – as defined in NRS Chapter 239.

**Purchasing Department** – Department that reviews the bids for compliance to specifications, reviews the pricing, and awards the bid to the most responsive and responsible Respondent.

**Recommendation of Award Notification** – notification to the general public the City has recommended a Respondent who has been selected based on having the best bid/proposal by meeting the Criteria

listed in the bid/Proposal documents. This Recommendation of Award goes to the City Council and upon City Council approval will be selected to fulfill the requirements as outlined in the bid.

**Representative** – person who represents a company and compiles questions to enable the company to submit a bid that accurately identifies the City's requirements.

**Respondent** – Vendor who offers the requested product or service to the City on the official bid document.

**Subcontractor** – a person who, or business that, contracts to provide some service or material necessary for the performance of another's contract.

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1665 Citywide Security Services**

**SCOPE OF WORK**

**1. GENERAL INFORMATION:**

The Respondent awarded the Contract ("Contractor") shall provide uniformed security officers fully armed and equipped to work in various sections or facilities within the City of North Las Vegas and perform all tasks as described in this Scope of Work (SOW). The Contract will begin upon approval by the City Council of an executed contract. There will be a meeting with the Contractor to discuss all details prior to the start of the Contract. The Contractor must provide all uniforms, firearms (sidearm), equipment (pepper spray, additional magazine of ammunition, handcuffs, flashlight, etc.) for their employees. A list of all certifications must be provided with updated training mandates including refresher courses needed to execute proper security. Note: The time periods for shifts accompanied by an asterisk (\*) reflect the inclusion of a 30-minute unpaid meal break; the actual number of hours worked by the Contractor's employee for each shift is identified in the parentheses next to the asterisk.

The City reserves the right to add or remove armed security officers and/or additional locations after award of the Contract. The additional request will be made via an amendment to the Contract. The Contractor must provide the armed security officer at the hourly price listed in the bid submission.

The awarded Contractor is responsible to maintain requested coverage listed in the bid. The awarded Contractor is responsible for backfilling positions. Backfill position(s) must be an armed security officer; unarmed security officer(s) are not acceptable. If an awarded Contractor is unable to backfill a position, only actual hours worked are authorized for billing.

**2. LOCATIONS:**

a) **CITY HALL:** Located at 2250 Las Vegas Boulevard, North, North Las Vegas, NV 89030

- Provide the following every **Monday-Thursday (excluding holidays (City holidays are listed in Section 2(h) below))**:
  - City Hall Security: One lead armed security officer from 6:30 a.m. – 3:00 p.m. (8 hour shift)\*
  - City Hall Main Desk: One armed security officer from 7:30 a.m. – 5:30 p.m. (9.5 hour shift)\*
  - City Hall Patrol Duty: One armed security officer from 10:00 a.m. – 8 p.m. (9.5 hour shift)\*
  - Utilities Department/Development Service Center (DSC): One armed security officer from 8:00 a.m. to 6:00 p.m. (9.5 hour shift)\* excluding holidays. This officer may be required to stay late for City Council and City Board/Commission meetings that are subject to the Nevada open meeting law.
- Provide the following every **Friday (excluding holidays)**:
  - Patrol City Hall: One lead armed security officer from 7:30 a.m. – 4 p.m. (8 hour shift)\*

**Duties include:**

Security officers will have scheduled and documented hourly rounds and the duty will be rotated among the officers on duty.

The security officers working the City Hall main desk and working the DSC MUST be fluent in Spanish. The main desk security officer will provide the following services (not all inclusive): check-in all visitors, hand out pool vehicle keys, monitor all security cameras, and monitor the entire City Hall complex/property by walking the premises, including all parking lots. Provide armed security at all times and report issues as needed to 911. One of the armed security officers will be responsible for monitoring the Las Vegas Boulevard entrance, the public library, and all public restrooms. This officer will perform an hourly walkthrough of the library and will monitor the public restrooms to help eliminate damage, graffiti, loitering, etc. One armed security officer will be stationed at the information desk. During the hours City Hall is open to the public, one of the armed security officers will be responsible for hourly parking lot checks (transportation must be provided by the Contractor) as well as hourly floor by floor checks of all nine (9) floors in City Hall. All security officers will complete incident report(s) and all other required report(s) in an expedient manner. The security officers will NOT loiter at any time during their shift.

The DSC security officer will provide security services to the DSC cashier stations and the DSC area; observe cashiers counting cash or performing cash deposits/drops; guide customers to ticket kiosks or utility payment kiosks; guide customers to the appropriate area or person for assistance; monitor perimeter, ensuring loitering is not occurring; monitor security cameras; report all incident(s) and complete all required report(s) in an expedient manner.

b) **ALIANTE LIBRARY:** Located at 2400 Deer Springs Way, North Las Vegas, NV 89084

- Provide the following every **Monday-Thursday (excluding holidays):**
  - Information Desk: One armed security officer from 2:00 pm to 8:00 pm. (6 hour shift)
- Provide the following every **Friday and Saturday (excluding holidays):**
  - Information Desk: One armed security officer from 12:00 pm to 6:00 pm. (6 hour shift)

**Duties include:**

Provide security at all times and report issues as needed to 911. The security officer will be responsible for monitoring the premises of the library, including the entrance, restrooms, parking lot, meeting rooms, and any other interior spaces designated by the library manager. This security officer will perform an hourly walk through of the library premises, including all restrooms to monitor activity to help mitigate instances of graffiti, loitering, and any other issue(s) in violation of library district policy. All required reports will be completed in a timely manner. When not performing hourly rounds, this officer will be located at the library information desk to guide customers to the appropriate area or person for assistance.

c) **CRAIG RANCH REGIONAL PARK:** Located at 628 W. Craig Road, North Las Vegas, NV 89032

Craig Ranch Regional Park (the "Regional Park") requires twenty-four (24) hour armed security



patrol every day. Security officers must maintain an active presence in the Regional Park at all times. The times indicated below are specific to the City's current needs at the Regional Park, but may be changed as needed by the City.

- Provide the following every **Thursday-Sunday (including holidays)**:
  - Regional Park: One lead armed security officer from 2:00 p.m. -10:30 p.m. (8 hour shift)\*
- Provide the following every **Monday-Thursday (including holidays)**:
  - Day Shift Security Patrol: One armed security officer from 8:00 am - 4:30 pm (8 hour shift) \*
  - Swing Shift Security Patrol: Two armed security officers from 4:00 p.m. – 12:30 a.m. (8 hour shift) \*
  - Grave Shift Security Patrol: Two armed security officers from 12:00 a.m. – 8:30 a.m. (8 hour shift) \*
- Provide the following every **Friday-Sunday (including holidays)**:
  - Day Shift Security Patrol: Two armed security officers from 8:00 am - 4:30 pm (8 hour shift) \*
  - Swing Shift Security Patrol: Three armed security officers from 4:00 p.m. – 12:30 a.m. (8 hour shift) \*
  - Grave Shift Security Patrol: Two armed security officers from 12:00 a.m. – 8:30 a.m. (8 hour shift) \*

**Please note:** *Staffing levels at Regional Park may change based on closures, holidays, and/or circumstances. All changes by the City will be documented and presented to the Contractor in writing.*

#### **Duties Include:**

Contractor must provide all equipment required to operate in Regional Park. The equipment includes but is not limited to:

- Two utility-type vehicles optimized for off-road transportation throughout the Regional Park;
- Mobile phone for off-site contact to be operational during every shift;
- Radio system to communicate with other security officers and Regional Park staff;
- Office equipment and software to enable electronic reporting and tracking of incidents and condition reports; and
- High-resolution camera allowing security officers to take photographs to document incidents.

The Regional Park armed security officers will be required to patrol the entire Regional Park 24 hours a day and must be knowledgeable of the Regional Park's facilities, rules, and regulations and enforce those rules and regulations throughout the Regional Park. Security officers must also be knowledgeable of applicable laws (Nevada Revised Statutes and Municipal Code) that apply to City parks and recreational facilities. During swing shift, one security officer must be posted at skate park and basketball courts throughout the shift until park closing; the other swing shift security officer(s) must patrol the other areas of the Regional Park. Security officers will be responsible for locking and unlocking the Regional Park perimeter fence gates, dog park entrances, south tennis courts, and restroom buildings according to posted hours. The baseball fields and north tennis courts will be locked/unlocked on a special request basis by notification from Regional Park staff.

Contractor shall provide electronic reporting to Park staff and provide equipment necessary to do so. Security officers will provide reports of any incident(s) or contact with Regional Park patrons that result in a warning being given during their shift, along with reports documenting any incident that results in Police or Fire Department response. Security officers will also be responsible for submitting condition reports documenting broken equipment/facilities, vandalism, graffiti, and/or light outages.

The security company may be requested to provide personnel with the requisite skills and abilities to provide event security for City-sponsored and/or externally-managed special events at the Regional Park. These additional security officers will be provided at the accepted contract hourly billing rate.

d) **ALL OTHER CITY PARKS: (see attachment A).**

- Provide the following every **Monday-Sunday (including holidays)**:
  - Swing Shift Roving Security Patrol: Two armed security officers from 4:00 p.m. – 12:30 a.m. (8 hour shift)\*

**Duties Include:**

Patrol various City parks and/or park facilities and enforce applicable laws (Nevada Revised Statutes and Municipal Code). The park facilities to be patrolled will be at the discretion of the Parks Supervisor and/or the Regional Park Deputy Director of Parks and may change based on the City's needs. Security officers are required to know the various park facilities, locations, and rules and regulations, and shall enforce these rules and regulations at the various park facilities. Security officers will also be required to lock the park entrance gates and bathrooms at facilities determined by City staff.

Contractor must provide all equipment required to operate throughout the park facilities. These include, but are not limited to:

- One vehicle designated solely for the roving patrol security officer during swing shift hours;
- Mobile phone for off-site contact to be operational during swing shift hours;
- Office equipment and software to enable electronic reporting and tracking of incidents and condition reports; and
- High-resolution camera allowing security officers to take photographs to document incidents.

Contractor shall provide electronic reporting to Park staff and provide equipment necessary to do so. Security officers will provide reports of any incident(s) or contact with park patrons that result in a warning being given during their shift, along with reports documenting any incident that results in Police or Fire Department response. Security officers will also be responsible for submitting condition reports documenting broken equipment/ facilities, vandalism, graffiti, and/or light outages.

e) **FORT SUMTER:** Located at 2829 Fort Sumter Drive, North Las Vegas, NV 89030

- Provide the following every **Sunday-Saturday (including holidays)**:
  - Fort Sumter Patrol Duty: One armed security officer from 12:00 a.m. – 6:00 a.m. (6 hour shift)\*.

**Duties include:**

Security officer will have scheduled and documented hourly rounds. The security officer will monitor all security cameras and monitor the entire Fort Sumter complex/property by walking or driving the premises, including all parking lots. Provide armed security at all times and report issues as needed to 911. Security officer will perform an hourly walk/drive through of the premises and will monitor the property to help eliminate theft, damage, graffiti, loitering, etc. The security officer will complete incident report(s) and complete all required report(s) in an expedient manner. The security officer will NOT loiter at any time during their shift.

f) **OTHER CITY FACILITIES:**

- **FLOOD CHANNEL FACILITIES:** Located at Rosada Channel off Las Vegas Boulevard, Freeway Channel located near E. Lake Mead Blvd. and I-15, and Cheyenne Peaking basin.
  - Provide the following every **Friday (excluding holidays):** One armed officer from 9:00 a.m. – 5:30 p.m. (8 hour shift)\*

**Duties Include:**

Contractor must provide weekly inspection on Fridays to include clearing trespassers and homeless encampments. Contract is responsible to check all gates and fencing for breaches. Contractor must provide monthly reports to Public Works with activities conducted.

- The facilities listed below must have security checks completed between sunset and sunrise on a random basis as noted below.
    - **PUBLIC WORKS - BROOKS STORAGE YARD:** Located at 100 E. Brooks Road, North Las Vegas, NV 89030. Patrol the exterior of the facility to look for unusual occurrences. Contractor must be able to provide verification of the patrol (GPS tagging or some other method). Plan for two 15-minute checks per week.
    - **PUBLIC WORKS - TRAFFIC OPERATIONS:** Located at 1620 Brooks West, North Las Vegas, NV 89030. This is a storage location for streetlights, poles, lamps, etc. and must to be patrolled randomly. Report any loitering, unauthorized personnel, etc. immediately. There have been multiple break-ins at this location so the City needs the Contractor monitor this facility. Contractor must be able to provide verification of the patrol (GPS tagging or some other method). Plan for two 15-minute checks per week.
    - **OLD CITY HALL:** Located at 2200 Civic Center Drive, North Las Vegas, NV 89030. Patrol the exterior of the facility to look for unusual occurrences. The Contractor must be able to provide verification of the patrol (GPS tagging or some other method).
- g) **ADDITIONAL LOCATIONS:** The City reserves the right to add or remove locations after award of contract.

h) **LIST OF CITY HOLIDAYS:**

- New Year's Day
- Martin Luther King, Jr. Day

- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Nevada Day
- Veterans Day
- Thanksgiving
- Family Day
- Christmas Eve
- Christmas Day

### **3. CONTRACTOR RESPONSIBILITIES:**

- Contractor must be able to fully staff and deploy qualified personnel to City sites in an organized and efficient manner on the Contract start date. In order to provide the most efficient services to the City, to the greatest extent feasible, armed security officers shall be assigned to City sites for a period of at least 30 days before rotating.
- Contractor shall respond to emergency service requests within one hour of request and respond to non-emergency service requests as soon as possible or no later than the following day. Contractor shall be capable of responding to all service requests within the specified timelines. In case of an emergency or unusual event, all employees of Contractor shall be subject to the direction of City personnel.
- Contractor shall maintain a sufficient pool of qualified security officers large enough that if, for any reason, a security officer does not report for duty or must be replaced, Contractor can provide a replacement guard within one hour after notification.
- In the event an armed security officer is unable to perform his/her duties during a shift due to illness, injury, or other reasons, Contractor shall provide a replacement armed security officer within one hour from the time the post is vacated.
- If Contractor fails to provide armed security services in accordance with the Contract, in addition to exercising its termination right under the Contract, the City may, after providing written notice to Contractor, temporarily procure armed security services from other sources and hold Contractor responsible for the costs related to the temporary procurement until Contractor provides the services required under the Contract.
- The armed security officer's primary duty is to observe and report. In addition to duties outlined under project scope, the duties and responsibilities of armed security officers shall include, but not be limited to, the following:

- Maintain a high level of visibility at all times as a deterrent.
- Interact with all clients and visitors in a respectful, courteous, and dignified manner.
- Greet the public, answer simple/basic questions, and notify departments of visitors.
- Have visitors sign in and out on the daily Visitors Log, and issue visitor badges, as required.
- Greet and question unescorted visitors who may be in unauthorized areas.
- Perform a sweep of each floor, stairwell, and public restrooms at the beginning and end of each shift to deter loitering and ensure all visitors or clients have exited the building by or before close of business.
- Utilize walkthrough and hand held metal detector(s).
- Secure all doors and access points around the perimeter of City buildings and facilities covered under the Contract at the beginning and end of each shift. This includes locking and unlocking public entrances at the beginning and end of each shift at locations where applicable.
- Report any elevator malfunctions or fire panel alarms to City building facility manager(s).
- Inform relief armed security officers or security officers arriving for subsequent shift of any special situations or instructions prior to vacating post if applicable
- Refrain from using personal cell phones or other devices to take photos or recordings while on duty or while at or on City property. Contractor is to provide high-resolution camera to document incidents occurring during shifts. **Recordings of any kind (photo, audio, or video recordings) and/or the posting of any recorded material on social media is strictly prohibited.**
- Limit telephone calls to business or personal emergencies.
- Armed security officer shall screen visitors, make contact with the person to be visited or the department receptionist, and announce that a visitor is waiting in the lobby. Generally, the armed security officer does not escort the visitor to the employee's office, but shall direct the visitor to the proper location.
- Assist City employees with defusing arguments or disturbances with the public, whether it is inside or outside the City building or facility.
- Armed security officers may be asked by City staff to assist with a difficult client or to escort individuals to their vehicles.
- Armed security officers who are authorized to leave their post for such tasks shall comply with requests for assistance unless compliance would significantly lower the level of security required within the City facility.
- Armed security officers may be asked by City staff to deny access to specific individuals who have been deemed potentially violent (a former employee, family member, or client who may have threatened a City employee or has displayed a potential for violent or disruptive behavior).

- Contractor's armed security officers and other agents or representatives of Contractor **shall not:**
  - Lock or unlock public entrances outside of duty hours unless authorized by a Security Officer(s) Supervisor or a Facility Manager.
  - Sit on desks, cabinets, tables, or rest feet on desk tops or open desk drawers, etc.
  - Possess or use illegal substances, alcohol, or marijuana on the job. Security officers under the influence of alcohol, marijuana, or illegal drugs while on duty will be promptly dismissed and the security officer shall not be reassigned to any other City facility.
  - Engage in excessive fraternizing with City staff, visitors, or clients. Excessive fraternizing disrupts and distracts security officers from their primary duties.
  - Converse privately with acquaintances or personal visitors while on duty. Armed security officers shall utilize their breaks and lunch periods for such interactions.
  - Read books, magazines, or newspapers while on duty.
  - Accept any gifts or gratuities from City staff, clients, or visitors.
  - Occupy their personal vehicles while on duty. Armed security officers shall be on post for the entire duration of their shift with the exception of breaks and lunch. Contractor shall provide relief staff to cover the post during lunch and breaks.
  - Allow suspicious packages or objects to be left unattended at any time in the lobby of the building or near the post. If evacuation is ordered, the armed security officer(s) shall assist with the evacuation of all building occupants in an orderly and safe manner.
- Uniforms and Equipment:
  - Security officers are to be dressed in appropriate uniforms. Uniforms are to be neat, clean, pressed, and lint free. Uniforms are to include dress or leather work shoes that are clean, in good repair, and color coordinated with the uniform. Tennis or athletic shoes are not permitted.
  - Security officers shall be easily identifiable as non-City employees and are to wear, at all times, a company name badge or patch and a name plate securely fastened and worn in full view to be seen at a minimum view of three feet.
  - Security officers are required to carry handguns and handcuffs. It is preferred that they carry secondary defensive weapons as well, which can include batons and/or pepper spray.
  - Contractor shall provide armed officer staff with two-way communication devices, such as radios, for use while on post. The devices must be approved by the City.
- Deliverables/Reports
  - Daily Activity Report - Contractor shall require security officer(s) to maintain a Officer's Daily Activity Report (DAR) of all activities during each shift for the entire

term of the contract. The Contractor(s) will provide copies of these reports or a summary of the activities to City management on a monthly basis.

- The Contractor shall establish an account for the City. The City shall receive a monthly statement for armed security services to include the following information:
  - Itemization and summary of the amount due, date, location, department name, and Purchase Order number; and
  - All unpaid invoices, payments received, and credits issued for the location.

The City shall be responsible for paying all approved charges to its account. Contractor shall keep a daily attendance log for all armed security officers assigned to the City along with a weekly summation of all hours worked, and must be able to provide this documentation upon request from the City. Contractor shall maintain an internal self-correcting mechanism to minimize neglect of duty by the armed security officers assigned to City facilities and must immediately apprise the City of the steps taken to correct the neglect of duty.

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1665 Citywide Security Services  
EXHIBIT LISTING**

**Exhibit A** - Offer Statement and Business Information which consists of the following:

- (a) An individual authorized to bind the Respondent should sign the statement, and the date signed should follow the signature.
- (b) Provide the name and phone number of the representative authorized to negotiate on behalf of the Respondent and answer questions regarding the Bid.
- (c) Provide copies of all Respondent's held state and local licenses applicable to performance of the subject potential Contract. Any Respondent conducting business must have a City of North Las Vegas Business License upon award of the contract. Information concerning City Business License requirements and fees may be obtained by calling the Business Services Division at 702-633-1520. However, a business license is not required to provide a Bid to the City.
- (d) Acknowledgement of any Bid addenda.

**Exhibit B** – Qualifications and Experience of Respondent

**Exhibit C** –Affidavit of Rejection of Coverage for Workers' Compensation under NRS 616B.627 and NRS 617.210 (If applicable, this form must also be notarized)

**Exhibit D** – Non-Collusion Affidavit \*\* this form must be notarized \*\*

**Exhibit E** – Written Certification Required by NRS 332.065(3) for contracts with an estimated annual amount required for performance that is in excess of \$100,000.00.

**Exhibit F** – Template of City of North Las Vegas Purchase Agreement. Any and all exceptions to the terms this agreement with explanation must be turned in with electronic submission

**Exhibit G** – Performance Bond

**Exhibit H** – Excel spreadsheet of all bid line items.



**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1665 Citywide Security Services  
EXHIBIT A  
OFFER STATEMENT AND BUSINESS INFORMATION**

This Bid is submitted in response to **BID B-1665 Citywide Security Services** and constitutes an offer by this Respondent to enter into a contract as described herein.

\_\_\_\_\_  
AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)      LEGAL      NAME      OF  
RESPONDENT

\_\_\_\_\_  
AUTHORIZED SIGNATURE      DATE

\_\_\_\_\_  
TITLE      TELEPHONE NUMBER      FAX NUMBER

\_\_\_\_\_  
ADDRESS OF RESPONDENT

\_\_\_\_\_  
CITY      STATE      ZIP CODE

E-MAIL ADDRESS: \_\_\_\_\_

CNLV-BUSINESS LICENSE NO: \_\_\_\_\_

\_\_\_\_ A COPY OF MY CNLV BUSINESS LICENSE IS ATTACHED (if applicable)

**FOR INFORMATIONAL PURPOSES ONLY**

Is this Respondent a Minority, Women or Disabled Veteran Business Enterprise?

\_\_\_ No \_\_\_ Yes If YES specify \_\_\_ MBE \_\_\_ WBE \_\_\_ DVBE

Has this Respondent been certified as a Minority, Women or Disabled Veteran Business Enterprise?

\_\_\_ No \_\_\_ Yes If YES specify Certifying Agency \_\_\_\_\_

Please attach a copy of your certification.

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1665 Citywide Security Services**

**EXHIBIT B  
QUALIFICATIONS AND EXPERIENCE OF RESPONDENT**

**Name:** \_\_\_\_\_

1. Respondent shall provide a brief description of the Responder's qualifications and experience, and number of years in operation.

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Provide 3 examples of contracts similar in size and scope that have been completed in the past 5 years. The City reserves the right to verify references for the companies identified. Ensure references have given permission to be contacted by the City.

**Example Contract 1:**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

\_\_\_\_\_

Point of Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Brief Description of Contract Scope: \_\_\_\_\_

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Term of Contract (Base plus Option Years): \_\_\_\_\_

Year of Base Contract Award: \_\_\_\_\_ Year Contract Completed: \_\_\_\_\_

Base Contract Amount: \$ \_\_\_\_\_ Total Contract Amount (including all option years) \$ \_\_\_\_\_

Did the contract contain a liquidated damages clause? ☐ YES ☐ NO

If yes, were damages assessed? ☐ YES ☐ NO If yes, what was the amount assessed? \$ \_\_\_\_\_

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1665 Citywide Security Services**

**EXHIBIT B – QUALIFICATIONS AND EXPERIENCE OF RESPONDENT (Continued)**

**Example Contract 2:**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Point of Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Brief Description of Contract Scope: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Term of Contract (Base plus Option Years): \_\_\_\_\_

Year of Base Contract Award: \_\_\_\_\_ Year Contract Completed: \_\_\_\_\_

Base Contract Amount: \$ \_\_\_\_\_ Total Contract Amount (including all option years) \$ \_\_\_\_\_

Did the contract contain a liquidated damages clause? ☐ YES ☐ NO

If yes, were damages assessed? ☐ YES ☐ NO If yes, what was the amount assessed? \$ \_\_\_\_\_

**Example Contract 3:**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Point of Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Brief Description of Contract Scope: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Term of Contract (Base plus Option Years): \_\_\_\_\_

Year of Base Contract Award: \_\_\_\_\_ Year Contract Completed: \_\_\_\_\_

Base Contract Amount: \$ \_\_\_\_\_ Total Contract Amount (including all option years) \$ \_\_\_\_\_

Did the contract contain a liquidated damages clause? ☐ YES ☐ NO

If yes, were damages assessed? ☐ YES ☐ NO If yes, what was the amount assessed? \$ \_\_\_\_\_

**(ATTACH ADDITIONAL SHEET(S) IF EXTRA SPACE IS NEEDED)**

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1665 Citywide Security Services**

**EXHIBIT C – AFFIDAVIT OF REJECTION OF COVERAGE  
FOR WORKERS’ COMPENSATION  
UNDER NRS 616B.627 AND NRS 617.210**

In the State of Nevada, County of Clark, \_\_\_\_\_, being duly sworn,  
deposes and says:

1. I make the following assertions pursuant to NRS 616B.627 and NRS 617.210.
2. I am a sole proprietor who will not use the services of any employees in the performance of this Contract with the City of North Las Vegas.
3. In accordance with the provisions of NRS 616B.659, I have not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS, relating thereto.
4. I am otherwise in compliance with the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS.
5. In accordance with the provisions of NRS 617.225, I have not elected to be included within the terms, conditions and provisions of chapter 617 of NRS.
6. I am otherwise in compliance with the terms, conditions and provisions of chapter 617 of NRS.
7. I acknowledge that the City of North Las Vegas will not be considered to be my employer or the employer of my employees, if any; and that the City of North Las Vegas is not liable as a principal contractor to me or my employees, if any, for any compensation or other damages as a result of an industrial injury or occupational disease incurred in the performance of this Contract.

I, \_\_\_\_\_, do here swear under penalty of perjury that the assertions of this affidavit are true.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature\_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
by\_\_\_\_\_ (name of person making statement).

Notary Signature\_\_\_\_\_

STAMP AND SEAL



**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1665 Citywide Security Services**

**EXHIBIT D- Non-Collusion Affidavit**

State of \_\_\_\_\_ County of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn deposes that:

- (1) He/She is the \_\_\_\_\_ of \_\_\_\_\_, the Respondent that has submitted the attached Bid.
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham Bid in connection with the contract or agreement for which the attached Bid has been submitted or to refrain from making a Bid in connection with such contract or agreement, or collusion or communication or conference with any other Respondent, or, to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Respondent, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of North Las Vegas or any person interested in the proposed contract or agreement; and
- (5) The Bid of service outlined in the Bid is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent/team or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): \_\_\_\_\_  
Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_



**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1665 Citywide Security Services**

**EXHIBIT E- Written Certification**

Pursuant to NRS 332.065(3), a governing body or its authorized representative shall not enter into a contract with an estimated value in excess of \$100,000 with a company unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Respondent agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with the City. If at any time after the signing of this certification, the Respondent decides to engage in a boycott of Israel, the Respondent must notify the City in writing.

\_\_\_\_\_  
AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)

\_\_\_\_\_  
LEGAL NAME OF RESPONDENT

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE



**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1665 Citywide Security Services**

**EXHIBIT F- Exceptions to North Las Vegas Service Agreement**

Please provide an explanation to any and all exceptions on terms of the North Las Vegas Service Agreement.

## CITYWIDE SECURITY SERVICES AGREEMENT

This Citywide Security Services Agreement (“Agreement”) is made and entered into as of \_\_\_\_\_ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and [insert full legal name of Provider entity], a [insert entity type and state of origin] (“Provider”).

### **WITNESSETH:**

WHEREAS, the City requires armed security services, as described in the Invitation to Bid for Citywide Security Services Bid B-1665 (“Invitation to Bid”), particularly the Scope of Work section of the Invitation to Bid (“Services”). A copy of the Invitation to Bid is attached as Exhibit A.

WHEREAS, Provider represents that it has the experience, knowledge, labor, and skill to provide the Services in accordance with generally accepted industry standards, and is willing and able to provide the Services.

NOW THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

### **SECTION ONE SCOPE OF SERVICES**

Provider shall perform the Services in accordance with the terms of the Invitation to Bid, incorporated herein, Provider’s Bid, incorporated herein and attached as Exhibit B, and the terms, conditions, and covenants set forth in this Agreement. Provider shall at its own expense comply at all times with all municipal, county, state, and federal laws, regulations, rules, codes, ordinances, and other applicable legal requirements.

### **SECTION TWO TERM**

This Agreement shall commence on the Effective Date and will continue to be in effect for three years (“Term”), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term.

### **SECTION THREE COMPENSATION**

Provider will provide the Services [at the rate of OR in the amount of] [\$ \_\_\_\_\_], which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Provider’s prices may not be increased during the Term. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The annual not to exceed amount of this Agreement is [\_\_\_\_\_] (\$\_\_\_\_\_). The total not to exceed amount of this Agreement is [\_\_\_\_\_] (\$\_\_\_\_\_).



## **SECTION FOUR**

### **TERMINATION AND SUSPENSION OF SERVICES**

4.1. Termination for Convenience. This Agreement may be terminated, in whole or in part, with or without cause, by the City upon thirty (30) days written notice to the Provider. In the event of termination, Provider shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.

4.2 Termination for Cause. The occurrence of any of the following events constitutes a default by Provider (“Event of Default”):

4.2.1 A breach by the Provider of any material term, condition, or covenant contained in the Agreement, if such breach continues uncured for a period of ten days after receipt of written notice from the City, unless such breach cannot by its nature be remedied within such period in which event the Provider shall provide evidence reasonably satisfactory to the City within ten days after receipt of such notice that the cure of such breach has commenced and the Provider thereafter makes reasonable and continuous progress to that end. For purposes of this Agreement, such a breach by the Provider shall be deemed to include, without limitation, the Provider’s refusal or neglect to supply sufficient and properly skilled labor or subcontractors, the Provider’s refusal or neglect perform the Services in accordance with applicable standards, or the Provider’s failure in any respect to prosecute the Services or any part thereof with promptness, diligence, and in accordance with all of the material provisions in this Agreement;

4.2.2 City’s determination that any representation, statement, or covenant made by the Provider in the Agreement, or in any other statement, report, or document that the Provider is required to furnish to the City, was false or misleading in any material respect;

4.2.3 The occurrence of any of the following: (a) the filing by or against the Provider of a proceeding under any bankruptcy or similar law, unless such proceeding is dismissed within thirty days from the date of filing; (b) the making by the Provider of any assignment for the benefit of creditors; (c) the filing by or against the Provider for a proceeding for dissolution or liquidation, unless such proceeding is dismissed within thirty days from the date of filing; (d) the appointment of or the application for the appointment of a receiver, trustee, or custodian for any material part of the Provider’s assets unless such appointment is revoked or dismissed within thirty days from the date thereof; (e) the attempt by the Provider to make any adjustment, settlement, or extension of its debts with its creditors generally; (f) the insolvency of the Provider; or (g) the filing or recording of a notice of lien or the issuance or the obtaining of a levy of execution upon or against a material portion of the Provider’s assets, unless such lien or levy of execution is dissolved within thirty calendar days from the date thereof; or

4.2.4 Provider, in the reasonable opinion of the City, has experienced a material adverse change in the Provider’s financial condition or the Provider’s ability to fulfill its obligations under this Agreement.

4.3 City's Remedies for Termination for Cause. Upon the occurrence of any Event of Default, following the giving of any notice and the expiration of any cure period expressly provided in Section 4.2.1 above, the City shall be entitled upon written notice to the Provider, without notice to the Provider's sureties and without limiting any of the City's other rights or remedies, to terminate this Agreement or to terminate the Provider's right to proceed with that portion of the Services affected by any such Event of Default.

4.3.1 Upon receipt of any such written notice of termination of the entire Agreement or of any right to proceed with any portion of the Services, the Provider shall, at its expense, assess the status of any deliverables still due, preserve any Services performed, and deliver to the City any partially-completed Services performed by the Provider and any subcontractor, including without limitation documents and other deliverables.

4.3.2 In the event of such termination, the City may finish the Services by whatever method the City may deem expedient including: (1) hiring a replacement contractor(s) to complete the remaining Services that the Provider was otherwise obligated to complete under the Agreement using such form of agreement as the City may deem advisable; (2) the City may itself provide any labor or materials to complete the Services; or (3) the City may call upon the Performance Bond that the Provider secured as required in the Invitation to Bid and Section 9 of this Agreement.

4.3.3 In the event of such a termination, the City may suspend all payments otherwise due to the Provider hereunder and the City has no further obligation to pay the Provider for the Services, except for payment of the reasonable value for all Services satisfactorily performed to the date of termination. However, the City is not obligated to make any such payment until after all Services are completed to the City's satisfaction.

4.3.4 If the City terminates the Agreement and finishes the Services pursuant to Section 4.3.2 above and the total cost of completing the Services by a replacement contractor or by the City, as applicable, including all payments made to the Provider, is less than the total amount budgeted for this Agreement by the City, then the City shall pay to the Provider, within thirty days after the completion of the Services, the amount of any payment that would otherwise (i.e., in the absence of the default) be due to the Provider for any Services performed by the Provider prior to termination. If the City terminates this Agreement and finishes the work pursuant to Section 4.3.2 above and the total cost of completing the Services by a replacement contractor or by the City, as applicable, including all payments made to the Provider, is greater than the total amount budgeted for this Agreement, then the Provider shall pay the amount by which the total cost of completing the Services exceeds the total amount budgeted to the City within thirty (30) days after City provides an invoice to the Provider.

4.3.5 All rights and remedies provided in Section 4.3 are cumulative, and are not exclusive of any other rights or remedies that may be available to the City, whether provided by Law, equity, or otherwise. Upon the occurrence of an Event of Default, following the applicable process described in Section 4.3, the City shall be entitled to pursue any and all other rights and remedies, including without limitation damages, that the City may have against the Provider under this Agreement, at Law, or in equity. "Law" means all applicable federal, state, and local laws,

statutes, ordinances, regulations, rules, codes, orders, policies, standards, guidelines, or other governmental requirements, including the Nevada Revised Statutes, the Nevada Administrative Code, and North Las Vegas Municipal Code, as amended or that may be enacted or promulgated subsequently.

4.4 Termination by Provider. This Agreement may be terminated by the Provider in the event the City defaults in the due observance and performance of any material term, condition, or covenant contained herein, and such default is not cured within thirty (30) days after the Provider delivers written notice of such default to the City.

4.5 Suspension of Services. The City may suspend performance by Provider under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Provider at least ten (10) days prior to the date on which the City will suspend performance. The Provider shall not perform further work under this Agreement after the effective date of the suspension until receipt of written notice from the City to resume performance, and the time period for Provider's performance of the Services shall be extended by the amount of time such performance was suspended.

## **SECTION FIVE PROVIDER REPRESENTATIONS AND WARRANTIES**

5.1. The Provider hereby represents and warrants for the benefit of the City, the following:

5.1.1. Provider is a duly formed validly existing entity and is in good standing pursuant to the laws of the State of Nevada. The Provider is financially solvent, able to pay its debts when due, and possesses sufficient working capital to provide the Services pursuant to this Agreement.

5.1.2. The person executing this Agreement on Provider's behalf has the right, power, and authority to enter into this Agreement and such execution is binding on the Provider.

5.1.3. All Services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed, and do not infringe the intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

## **SECTION SIX INDEMNIFICATION**

Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents or employees

suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Provider, its subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

## **SECTION SEVEN INDEPENDENT CONTRACTOR**

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

## **SECTION EIGHT CONFIDENTIALITY AND AUTHORIZATIONS FOR ACCESS TO CONFIDENTIAL INFORMATION**

8.1. Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent, except as permitted by law.

8.2. Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider's employees, agents or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion. The City will require each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property to submit to a background check performed by the City's Police Department ("Background Check"), and each employee, agent, or subcontractor must satisfactorily pass the Background Check, as determined by the City in its sole discretion, before or at any time during the performance of any of the Services under this Agreement. For this Agreement the City is requiring a Level 2 Background which includes Federal fingerprinting, drug screening, County and Nationwide Criminal History Checks and Voice Stress Analysis (CVSA).

## **SECTION NINE INSURANCE AND PERFORMANCE BOND**

9.1. Provider shall procure and maintain at all times during the performance of the Services, at its own expense, the following insurances:

9.1.1. Workers' Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.

9.1.2. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

9.1.2.1. The policy shall be endorsed to include errors and omission coverage.

9.1.2.2. The policy shall be endorsed to include master key coverage.

9.1.2.3. The policy shall be endorsed to include coverage for care-custody and control of property of others.

9.1.2.4. The policy shall include coverage for the operation of mobile equipment.

9.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.

9.1.5. Professional Liability (errors and omissions): Insurance appropriate to the Provider's profession with limit no less than \$1,000,000.00 per occurrence or claim, \$1,000,000.00 aggregate.

9.1.6. Commercial Crime Policy: The policy shall have a limit of \$50,000. The policy shall include coverage for all directors, officers, agents and employees of the Company. The policy shall include coverage for third party fidelity. The policy shall include coverage for extended theft and mysterious disappearance. The policy shall include coverage but not limited to: Employee Dishonesty (to include coverage for theft and mysterious disappearance and inventory shortage), Money & Securities Inside/Outside, Computer Fraud, Funds Transferred (if applicable); Forgery or Alteration. The policy shall be endorsed to include City as Loss Payee. The policy shall not contain a condition requiring a conviction or arrest in order to file a claim.

9.1.7. Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

9.1.8. The insurance policies are to contain, or be endorsed to contain, the following provisions:

9.1.8.1. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

9.1.8.2. Primary Coverage: For any claims related to this contract, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

9.1.8.3. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

9.1.8.4. Waiver of Subrogation: Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

9.1.8.5. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents, and subcontractors.

9.1.8.6. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

9.1.8.7. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

9.1.8.8. Claims Made Policies: If any of the required policies provide claims-made coverage:

9.1.8.8.1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

9.1.8.8.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

9.1.8.8.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

9.1.9. Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9.1.10. Special Risks or Circumstances: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9.2 Performance Bond. The Provider shall procure and maintain, at its own expense, during the entire term of the Agreement, a performance bond in the amount of twenty percent (20%) of the cost of the Agreement. Provider delivered the performance bond to the City and agrees to provide the performance bond to the City prior to each anniversary date of this Agreement. Should the Provider fail to provide such bond, the City may, at its option, purchase the performance bond and deduct the cost thereof from any payment due the Provider.

## **SECTION TEN NOTICES**

10.1. Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States mail at the following addresses:

To City: City of North Las Vegas  
Attention: Joy Yoshida  
2250 Las Vegas Blvd., North, Suite 820  
North Las Vegas, NV 89030  
Phone: 702-633-1745

To Provider: [REDACTED]  
Attention: [REDACTED]  
[REDACTED]  
[REDACTED]  
Phone: [REDACTED]

10.2. Either party may, at any time and from time to time, change its address by written notice to the other.

## **SECTION ELEVEN SAFETY**

11.1. Obligation to Comply with Applicable Safety Rules and Standards. Contractor shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Contractor further recognizes that, while Contractor is performing any work on behalf the City, under the terms of this Agreement, Contractor agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

11.2. Safety Equipment. Contractor will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

## **SECTION TWELVE ENTIRE AGREEMENT**

This Agreement, together with any attachment, contains the entire Agreement between Provider and City relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

## **SECTION THIRTEEN MISCELLANEOUS**

13.1. Governing Law and Venue. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada.

13.2. Assignment. Any attempt to assign this Agreement by Provider without the prior written consent of the City shall be void.

13.3. Amendment. Notwithstanding any provision in this Agreement, City reserves the right to request modification at any time to the scope, frequency, estimated quantities, or timing of Provider's Services under the Agreement, in whatever manner City determines, in good faith, to be reasonably necessary and to be in the best interests of the public. Provider agrees that if amendments or modifications to the Agreement are required during Term, the parties must execute a written amendment detailing those amendments. The parties acknowledge and agree that this Agreement may be amended or modified only by a writing executed by both the City and Provider.

13.4. Controlling Document. To the extent any of the terms or provisions in Exhibit A conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional,



different or conflicting terms or provisions contained in Exhibit A or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

13.5. Time of the Essence. Time is of the essence in the performance of this Agreement and all of its terms, provisions, covenants and conditions.

13.6. Waiver. No consent or waiver, express or implied, by the Provider or the City of any breach or default by the other in performance of any obligation under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party.

13.7. Waiver of Consequential Damages. The City shall not be liable to Provider, its agents, or any third party for any consequential, indirect, exemplary or incidental damages, including, without limitation, damages based on delay, loss of use, lost revenues or lost profits. This section survives default, expiration, or termination of this Agreement.

13.8. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

13.9. No Fiduciary or Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative, fiduciary, or joint venturer of the other and neither party shall have the power to bind the other by virtue of this Agreement.

13.10. Effect of Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination.

13.11. Ownership of Documents. Provider shall treat all information related to this Agreement, all information supplied to Provider by the City, and all documents, reconciliations and reports produced pursuant to this Agreement as confidential and proprietary information of the City and shall not use, share, or release such information to any third-party without the City's prior written permission. This section shall survive the termination or expiration of this Agreement.

13.12. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the Term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by Provider under this Agreement, the Agreement will be terminated when appropriate funds expire.

13.13. Public Record. Pursuant to NRS 293.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to Provider for the disclosure of any public record including, but not limited to, documents provided to the City by Provider. In the event the City is required to defend an action with

regard to a public records request for documents submitted by Provider, Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorneys' fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

13.14. Interpretation. The language of this Agreement has been agreed to by both parties to express their mutual intent. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort by the City and Provider 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.

13.15. Electronic Signatures. The use of facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

13.16. Counterparts. This Agreement may be executed in counterparts and all of such counterparts, taken together, shall be deemed part of one instrument.

13.17. Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

13.18. Boycott of Israel. Pursuant to NRS 332.065(4), Provider certifies that the Provider is not currently engaged in a boycott of Israel, and Provider agrees not to engage in a boycott of Israel during the Term.

13.19. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 13.19 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

**IN WITNESS WHEREOF**, the City and Provider have executed this Agreement as of the Effective Date.

City of North Las Vegas,  
a Nevada municipal corporation

[REDACTED],  
a [REDACTED]

By: \_\_\_\_\_  
John J. Lee, Mayor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Jackie Rodgers, City Clerk

Approved as to form:

By: \_\_\_\_\_  
Micaela Rustia Moore, City Attorney

EXHIBIT A

Invitation to Bid – BID B-1665

Please see the attached page(s).

EXHIBIT B

Bid

Please see the attached page(s).



**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1665 Citywide Security Services**

**EXHIBIT G – Performance Bond**

This must be uploaded with your bid. This document can be found on NGEM under the “Attachments” tab.



**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1665 Citywide Security Services**

**EXHIBIT H – Excel Spreadsheet of Bid Line Items**

Please complete the Excel spreadsheet of all bid line items. This must be uploaded with your bid. This document can be found on NGEM under the “Attachments” tab.

## ATTACHMENT A

Park Name	Address	Restroom Building
Nature Discovery Park	2627 Nature Park Dr	Yes
Aviary Park	6750 Aviary Way	Yes
Deer Springs Park	6550 Aviary Way	Yes
James Seastrand Park	6330 Camino Eldorado Blvd	Yes
Eldorado Park	5900 Camino Eldorado Blvd	No
Sandstone Ridge Park	1661 W. Hammer Ln	Yes
Theron Goynes Park	3909 W. Washburn Rd	Yes
Monte Vista Park	4911 Scott Robinson Blvd	No
Cheyenne Ridge Park	3814 Scott Robinson Blvd	No
Richard Tam Park	4631 Rockpine Dr	No
Craig Ranch Regional Park	628 W. Craig Rd	Yes
Gold Crest Park	714 Craig Creek Ave	Yes
Nicholas Flores Park	4133 Allen Ln	Yes
Desert Horizons Park	3750 Simmons St	Yes
City View Park	101 E. Cheyenne Ave	Yes
Brooks Tot Lot	1421 E. Brooks Ave	No
Rotary Tot Lot	2600 Magnet St	No
Tonopah Park	200 E. Tonopah Ave	No
Cheyenne Sports Complex	3500 E. Cheyenne Ave	Yes
Annie Walker Park	2227 W. Evans Ave	No
Prentis Walker Park & Pool	1509 June Ave	Yes
Pettiti Park and Pool	2505 N. Bruce St	Yes
Hartke Park	1700 N. Bruce St	Yes
Boris Terrace Park	2200 E. Cartier Ave	No
Joe Kneip Park	2800 Judson Ave	Yes
Valley View Park	2000 Bennett St	No
Tropical Breeze Park	1505 E. Tropical Pkwy	Yes
Centennial Lawrence Park	6350 Lawrence St	Yes
Alexander Library Park	1755 W. Alexander Rd	Yes
Kiel Ranch Historic Park	2465 Kiel Wy	Yes
Future Parks		



Mayor  
**John J. Lee**

City Manager  
**Ryann Juden**

Council Members  
**Scott Black**  
**Pamela A. Goynes-**  
**Brown**  
**Isaac E.**  
**Barron Richard**  
**J. Cherchio**



**Finance Department**  
Purchasing Department  
2250 Las Vegas Boulevard, North · Suite #710 · North Las Vegas, Nevada  
89030 Telephone: (702) 633-1745 · Fax: (702) 669-3328 · TDD: (800) 326-  
6868  
[www.cityofnorthlasvegas.com](http://www.cityofnorthlasvegas.com)

**May 4, 2022**

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1665 Citywide Security Services**

**ADDENDUM #1**

**This Addendum #1 is issued to update the following highlighted deadlines.**

Bids will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at [www.ngemnva.com](http://www.ngemnva.com) until **May 26, 2022 at 1:00 P.M. local time** (the "Bid Due Date"). **A Bid opening will be held on a conference call via Google Meet, Telephone# 601-658-0427, Meeting Pin# 810 790 790# on the Bid Due Date.**

An optional Pre-Bid Meeting will be held on **April 27, 2022 at 10:00 a.m. local time** via Google Meet conference call, **Telephone # 626-541-2439, Meeting Pin# 395 580 737#**. The purpose of this meeting is to discuss the Invitation to Bid requirements and answer any questions or concerns. Any and all questions asked during this meeting must be sent via email or submitted in NGEM at the conclusion of the Pre-Bid Meeting.

All questions or concerns must be submitted electronically in the NGEM System or via e-mail to Joy Yoshida, Buyer at [yoshidaj@cityofnorthlasvegas.com](mailto:yoshidaj@cityofnorthlasvegas.com). The cut-off time for all questions is **May 19, 2022, at 12:00 p.m. local time**. All questions received will be consolidated and answered AFTER the question cut-off period via Addendum on NGEM. Any questions received after the question cut-off period will not be answered.

Bid documents may be accessed at [www.ngemnva.com](http://www.ngemnva.com) or on the Purchasing Bid Advertisements page on the City of North Las Vegas website ([www.cityofnorthlasvegas.com](http://www.cityofnorthlasvegas.com)). The City reserves the right to reject any and all Bids, waive any informality or technicality, or to otherwise accept Bids deemed in the best interest of the City.

***Joy Yoshida***

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Joy Yoshida  
Buyer

Mayor  
**John J. Lee**

City Manager  
**Ryann Juden**

Council Members  
**Scott Black**  
**Pamela A. Goynes-**  
**Brown**  
**Isaac E.**  
**Barron Richard**  
**J. Cherchio**



**Finance Department**  
Purchasing Department  
2250 Las Vegas Boulevard, North · Suite #710 · North Las Vegas, Nevada  
89030 Telephone: (702) 633-1745 · Fax: (702) 669-3328 · TDD: (800) 326-  
6868  
[www.cityofnorthlasvegas.com](http://www.cityofnorthlasvegas.com)

**May 4, 2022**

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1665 Citywide Security Services**

**ADDENDUM #2**

**This Addendum #2 is issued to add Acknowledgment Attributes of Addendum #1**

***Joy Yoshida***

---

Joy Yoshida  
Buyer

Mayor  
**John J. Lee**

City Manager  
**Ryann Juden**

Council Members  
**Scott Black**  
**Pamela A. Goynes-Brown**  
**Isaac E. Barron**  
**Richard J. Cherchio**



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[www.cityofnorthlasvegas.com](http://www.cityofnorthlasvegas.com)

**May 10, 2022**

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1665 Citywide Security Services**

**ADDENDUM #3**

**This Addendum #3 was issued to make the following changes to the bid.**

- 1. Revise and replace bid Document BID- B-1665 Citywide Security Services. See new document titled “Revised BID B-1665 Citywide Security Services” – under “Attachments” Tab**
- 2. Added Exhibit G- Performance Bond – under “Attachments” tab.**
- 3. Added Exhibit H Bid Line Items– under “Attachments” tab.**
- 4. Updated Line Items tab.**
- 5. Updated Response Attachments.**

***Joy Yoshida***

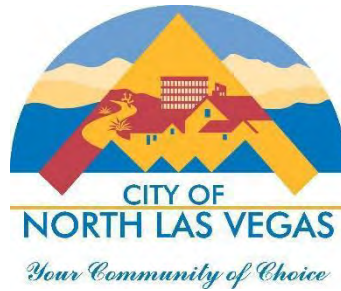
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Joy Yoshida  
Buyer

Mayor  
**John J. Lee**

City Manager  
**Ryann Juden**

Council Members  
**Scott Black**  
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6868  
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**May 24, 2022**

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1665 Citywide Security Services**

**ADDENDUM #4**

**This Addendum #1 is issued to extend the Bid Due Date**

Bids will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at [www.ngemnva.com](http://www.ngemnva.com) until **June 2, 2022 at 1:00 P.M. local time** (the "Bid Due Date"). **A Bid opening will be held on a conference call via Google Meet, Telephone# 601-658-0427, Meeting Pin# 810 790 790# on the Bid Due Date.**

*Joy Yoshida*

---

Joy Yoshida  
Buyer

Mayor  
**John J. Lee**

City Manager  
**Ryann Juden**

Council Members  
**Scott Black**  
**Pamela A. Goynes-Brown**  
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6868  
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**May 24, 2022**

**CITY OF NORTH LAS VEGAS**  
**INVITATION TO BID**  
**BID B-1665 Citywide Security Services**

**ADDENDUM #5**

The deadline for questions for this proposal was 12:00 p.m., Thursday, May 19, 2022. The following are the questions that were received along with the answers to those questions.

**Question 1. Is bidding price exclusive to excluding city taxes only?**

*Answer: "Pursuant to NRS 372.325 and related statutes City of North Las Vegas has been granted sale/use tax exempt status. Direct purchases of tangible personal property made by City of North Las Vegas are exempt from sales/use tax. Vendors selling tangible personal property to City of North Las Vegas are authorized to sell them tax exempt. This only applies to Nevada sales/use tax and does not provide."*

**Question 2. Will the contract end in the event fiscal funding runs out before the 3 year contract is up?**

*Answer: Please refer to the bid- Page #9 -Section 25, Fiscal Funding Out and Section 26. Limitation of Funding. Please also refer to the bid – Page #39 13.12 Fiscal Funding Out.*

**Question 3. Is Fort Sumter location 7 day a week (Sunday-Saturday)?**

*Answer: Yes*

**Question 4. Are line items mentioned referencing details listed under Scope of Work?**

*Answer: Line items mentioned in the bid are to be completed in the Bid Line Items section in NGEM and must complete Exhibit H with your bid submission.*

**Question 5. Are guards allowed to use their own firearms (sidearm) and equipment?**

*Answer: This is up to the Respondent to follow their own standard policy and procedures regarding armed security guards.*

**Question 6. Will vendors be scheduled for a tour of sites?**

*Answer: The awarded vendor will be scheduled for a tour of the sites.*

**Question 7. I have reviewed the needed forms/attachments for the proposal. There does not seem to be an attachment or form for stating pricing/rate metrics for standard and lead guard. Where do we declare/assign our hourly rates? Do we craft our own form, do we write them in using the draft contract/agreement, etc?**

*Answer: Line items mentioned in the bid are to be completed in the Bid Line Items section in NGEM and must complete Exhibit H with your bid submission.*

**Question 8. Will new newly assigned security officers need to undergo the CNLV background check that takes 1 to 3 months?**

*Answer: Newly assigned security officers will be required a background check as mentioned in the bid on page #34 Section 8.2 "For this Agreement the City is requiring a Level 2 Background which includes Federal fingerprinting, drug screening, County and Nationwide Criminal History Checks and Voice Stress Analysis (CVSA)."*

**Question 9. Will newly assigned security officers need to undergo the CNLV background check?**

*Answer: Newly assigned security officers will be required a background check as mentioned in the bid on page #34 Section 8.2 "For this Agreement the City is requiring a Level 2 Background which includes Federal fingerprinting, drug screening, County and Nationwide Criminal History Checks and Voice Stress Analysis (CVSA)."*

**Question 10. In the Line Items, it asks for the hourly rate. Will the response be for the single hourly rate? The shift total? For example 1.1 City Hall Security Lead is Monday thru Friday 630am-3pm (8 hour shift), would the response be the bill rate X the eight hour shift?**

*Answer: Proposer is required to complete the bid line items in NGEM and submit Exhibit H with bid submission. The rates are to be proposed hourly.*

**Question 11. There are not line items for vehicles and other equipment. Our proposed hourly bill rates will need to reflect an inclusive rate, correct?**

*Answer: Correct.*

**Question 12. When would be the start date?**

*Answer: To be determined.*

**Question 13. What is City's Disadvantaged Business Enterprises (DBE) utilization goal for this contract?**

*Answer: N/A*

**Question 14. The performance bond must be secured and submitted with the bid response, correct ?, And not after the award ?**

*Answer: As per page #8. "The performance bond must be provided to the City prior to the execution of the Contract at the time Respondent provides the required Certificates of Insurance to the City." This will be required after the award. Respondent is responsible for being able to secure the required bond.*

**Question 15. What are the current bill rates and hourly wages in regards to exhibit H 3.**

*Answer: Copy of contract must be requested via Public Records Act Request. The request can be made via the below address.*

*<http://www.surveygizmo.com/s3/5736794/Public-Records-Act-Request-Form-07-2020>*

**Question 16. Will this be awarded to lowest bidder?**

*Answer: "The evaluation of this Bid will be conducted by City personnel. The City will award this Bid to the Respondent(s) that submits the lowest responsive and responsible Bid deemed to be in the City's best interest. The City reserves the right to reject all Bids. Pursuant to NRS 332.065(4), the City shall not enter into a contract with a Respondent to this Bid unless the Contract includes the written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel."*

**Question 17. What is the current base contract amount and total contract amount?**

*Answer: Copy of contract must be requested via Public Records Act Request. The request can be made via the below address.*

*<http://www.surveygizmo.com/s3/5736794/Public-Records-Act-Request-Form-07-2020>*

**Question 18. Number of vehicles needed for all locations?**

*Answer:*

- *City Hall – ONE utility-type vehicles optimized for off-road transportation.*
- *Craig Ranch Regional Park – THREE utility-type vehicles optimized for off-road transportation.*
- *All Other City Parks – One Roving Vehicle*
- *Flood Channel Facilities, Public Works-Brooks Storage Yard, Public Works – Traffic Operations, Old City Hall, After Hours at City Hall – Only One Roving Vehicle needed for all the listed locations.*

**Question 19. Was there a liquidation penalty on the previous contract?**

*Answer: No.*

**Question 20. Is there a pricing form or format?**

*Answer: Respondent is required to complete the bid line items in NGEM and submit Exhibit H with bid submission. The rates are to be proposed hourly.*

**Question 21. Is a Bid Bond required? If yes, how much?**

*Answer: Please refer to page #8 "21. Performance Bond".*

**Question 22. Beyond the state and federal minimum wage, is there a prevailing wage, living wage ordinance, local mandated wage, or contract-specific wage?**

*Answer: No.*

**Question 23. Are there any additional services that may be needed that are not listed in the RFP? For instance, the need of additional sites, seasonal required security, etc.**

*Answer: From Page #13 "The City reserves the right to add or remove armed security officers and/or additional locations after award of the Contract. The additional request will be made via an amendment to the Contract. The Contractor must provide the armed security officer at the hourly price listed in the bid submission."*

**Question 24. What is the current bill rate for each position?**

*Answer: Copy of contract must be requested via Public Records Act Request. The request can be made via the below address.*

*<http://www.surveygizmo.com/s3/5736794/Public-Records-Act-Request-Form-07-2020>*

**Question 25. What is the estimated total number of annual hours for this contract?**

*Answer: Please refer to bid line items and Exhibit H. We did not breakdown the total annual hours.*

**Question 26. What was the amount spent on this contract last year?**

*Answer: This must be requested via Public Records Act Request. The request can be made via the below address.*

*<http://www.surveygizmo.com/s3/5736794/Public-Records-Act-Request-Form-07-2020>*

**Question 27. Are there any significant modifications from the previous contract to the new one? For instance, an increase in hours, a change in guard type (e.g., armed vs unarmed), a need for additional resources?**

*Answer: n/a. Please refer to bid for requirements.*

**Question 28. Are there any other rates billed separately (such as equipment, vehicles, etc.)**

*Answer: No.*



**Question 29. What was the total spent in the last in the last billed month?**

*Answer: This must be requested via Public Records Act Request. The request can be made via the below address.*

*<http://www.surveygizmo.com/s3/5736794/Public-Records-Act-Request-Form-07-2020>*

**Question 30. What was the amount spent in the last 12 months?**

*Answer: This must be requested via Public Records Act Request. The request can be made via the below address.*

*<http://www.surveygizmo.com/s3/5736794/Public-Records-Act-Request-Form-07-2020>*

**Question 31. What was the start date of the initial contract?**

*Answer: June 10, 2019*

**Question 32. What was the initial term length of the current contract (for example, 1 year plus 4 year options, etc.)**

*Answer: "The term of this agreement shall commence on June 10, 2019 and continue for three (3) years. The City may renew this contract for up to two (2) additional, 1-year term. The City Manager or their designee has the authority to exercise the two one-year renewal options".*

**Question 33. Are there any subcontractors being used for the current contract?**

*Answer: No*

**Question 34. When was the current incumbent awarded the contract? Could you please provide us copy of current contract?**

*Answer: United American Security, LLC dba GardaWorld Security Services. Copy of contract must be requested via Public Records Act Request. The request can be made via the below address.*

*<http://www.surveygizmo.com/s3/5736794/Public-Records-Act-Request-Form-07-2020>*

**Question 35. Who is the current incumbent?**

*Answer: United American Security, LLC dba GardaWorld Security Services.*

**Question 36. Will new newly assigned security officers need to undergo the CNLV background check that takes 1 to 3 months?**

*Answer: Newly assigned security officers will be required a background check as mentioned in the bid on page #34 Section 8.2 "For this Agreement the City is requiring a Level 2 Background which includes Federal fingerprinting, drug screening, County and Nationwide Criminal History Checks and Voice Stress Analysis (CVSA)."*

**Replacement language.**

***Please replace the following language in bid***

Page #15 –

**Duties Include:**

Contractor must provide all equipment required to operate in Regional Park. The equipment includes but is not limited to:

**Three** utility-type vehicles optimized for off-road transportation throughout the Regional Park;

Page #16 -

**Duties include:**

Security officer will have scheduled and documented hourly rounds. The security officer will monitor all security cameras and monitor the entire Fort Sumter complex/property by walking ~~or driving~~ the premises, including all parking lots. Provide armed security at all times and report issues as needed to 911. Security officer will perform an hourly walk/~~drive through~~ of the premises and will monitor the property to help eliminate theft, damage, graffiti, loitering, etc. The security officer will complete incident report(s) and complete all required report(s) in an expedient manner. The security officer will NOT loiter at any time during their shift.

*Joy Yoshida*

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Joy Yoshida  
Buyer  
Purchasing Department

**City of North Las Vegas**  
**BID B-1657 Utility Crew Truck with Crane**

Pre-bid Meeting held on April 27, 2022 at 10:00 a.m. via Google Meet conference call  
Conference Call Attendees

**City of North Las Vegas**

Joy Yoshida, Buyer, Purchasing  
Bobby Mayes, Manager of Infrastructure Maintenance, Public Works  
Cass Palmer, Director of Neighborhood & Leisure Services  
Doug Guild, Deputy Director of Neighborhood and Leisure Services  
Forrest Lewis, Director of Library  
Joemel Llamado, Deputy Director of Utilities  
Romina Chapman-Wilson, Utilities Business Services Manager, Utilities

**Vendors**

Kinsey Christian Security LLC  
Debra Poole, Director of Operations/Administration  
Phone: 984-298-0524  
Email: kinseychristiansecurityllc@gmail.com

Marksman Security Corporation  
Jason Logsdon, Chief Innovation Officer  
Phone: 702-956-2211  
Email: jason@marksmansecurity.com

Marksman Security Corporation  
Corey Benn, Vice President  
Phone: 702-954-9003  
Email: c.benn@marksmansecurity.com

Marksman Security Corporation  
Bryant Clark, Branch Manager  
Phone: 702-776-0010  
Email: bryant@marksmansecurity.com

Security Enforcement Alliance  
Darnell Napier  
Email: dnapier@securityea.com

Redwood Private  
Jason Berchcart, CPP, CEO  
Corporate Headquarters:  
473 E. Carnegie Drive  
Suite 200  
San Bernardino, CA 92408  
Mobile: 951-370-9931

Email: [jberckart@redwood-security.net](mailto:jberckart@redwood-security.net)  
Gardaworld  
Caleb Small, Business Development Manager  
11225 N 28th Dr, Suite C220  
Phoenix AZ 85029  
Phone: 602-344-9296  
Email: [Caleb.Small@garda.com](mailto:Caleb.Small@garda.com)

Crimeless Security Inc  
Darrell Hampton  
4550 West Oakey Blvd. 107A LV NV 89102  
Phone 702-880-9068  
Fax 702-880-9069  
Direct 702-265-7173  
Email: [Darrell@CrimelessSecurity.com](mailto:Darrell@CrimelessSecurity.com)

PalAmerican Security  
Ron Torres, Director of Operations  
T. 702-533-1405 ext. 307 C. 702-467-2623  
[rtorres@palamerican.com](mailto:rtorres@palamerican.com)  
4330 S Valley View Suite 106  
Las Vegas, Nevada 89103  
[palamerican.com](http://palamerican.com)

Joseph Rodrigues (626 372-5700)  
Director of Government Services  
PLATINUM SECURITY  
Los Angeles / Sacramento/ Oakland / Irvine /San Diego/Torrance  
San Bernardino/Riverside/ Palm Desert/ Las Vegas, NV / Scottsdale, AZ  
Denver, CO  
Tel: (800) 777-6205 | Fax: (888) 207-1458

EXHIBIT B

Bid

Please see the attached page(s).



**BID B-1665 Addendum 5**  
**American Guard Services, INC**  
**Nagah abdelshahid**  
**Supplier Response**

**Event Information**

Number: BID B-1665 Addendum 5  
Title: Citywide Security Services  
Type: Invitation for Bid  
Issue Date: 4/20/2022  
Deadline: 6/2/2022 01:00 PM (PT)  
Notes: The Respondent awarded the Contract ("Contractor") shall provide uniformed security officers fully armed and equipped to work in various sections or facilities within the City of North Las Vegas and perform all tasks as described in this Scope of Work (SOW).

**Contact Information**

Contact: Joy Yoshida  
Address: 2250 Las Vegas Blvd. Suite 820  
North Las Vegas, NV 89030  
Phone: 1 (702) 6331745  
Email: yoshidaj@cityofnorthlasvegas.com

## American Guard Services, INC Information

Address: 1125 W. 190th St.  
Los Angeles, CA 90248  
Phone: (800) 441-1808  
Fax: (310) 645-6233  
Web Address: [www.americanguardservices.com](http://www.americanguardservices.com)

By submitting your response, you certify that you are authorized to represent and bind your company.

Gerald A. Gregory  
Signature

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

Submitted at 6/2/2022 11:31:57 AM

## Requested Attachments

### Required Documents

20220601140234.pdf

Required Documents Exhibits A, B, C, D, and E must be submitted as part of your Bid response.

### Required Documents

20220601140224.pdf

Required Documents Exhibit F must be submitted as part of your Bid response. Any and all exceptions to CNLV purchase agreement must be noted in response. All redlines to Exhibit F must be submitted as part of your Bid response. No redlines will be accepted after bid submission.

### Required Documents

20220601140214.pdf

Required Document Exhibit G must be submitted as part of your Bid response.

### Required Documents

Exhibit H - Bid Line Items 05.09.22 (v1).xlsx

Required Document Exhibit H must be submitted as part of your Bid response.

## Bid Attributes

1

### Acknowledgment of Addendum #1

I receipt acknowledgement of Addendum #1

☒ Acknowledgment of Receipt of Addendum #1 (Acknowledgment of Receipt of Addendum #1)

2

### Acknowledgment of Addendum #2

I acknowledge receipt of Addendum #2

☒ Acknowledgment of Receipt of Addendum #2 (Acknowledgment of Receipt of Addendum #2)

3

### Acknowledgment of Addendum #3

I acknowledge receipt of Addendum #3

☒ Acknowledgment of Addendum #3 (Acknowledgment of Addendum #3)

4

### Acknowledgment of Addendum #4

I acknowledge receipt of Addendum #4

☒ Acknowledgment of Receipt of Addendum #4 (Acknowledgment of Receipt of Addendum #4)

5

### Acknowledgment of Addendum #5

I acknowledge receipt of Addendum #5

☒ Acknowledgment of Receipt of Addendum #5 (Acknowledgment of Receipt of Addendum #5)

## Bid Lines

### 1 Package Header

CONTRACT YEAR #1 - Billable Hourly Rates

Total:

Item Notes: PRICES MAY NOT BE INCREASED DURING THE TERM OF THE CONTRACT.

THIS IS THE BILLABLE HOURLY RATE ON EXHIBIT H.

### Package Items

**1.1** City Hall Security Lead Armed Security Officer Monday-Thursday (excluding holidays) 6:30 am - 3:00 pm (8 hour shift)

Quantity: 1 UOM: BILLABLE HOURLY RATE Unit Price:  Total:

**1.2** City Hall Main Desk Armed Security Officer Monday-Thursday (excluding holidays) 7:30 am - 5:30 pm (9.5 hour shift)

Quantity: 1 UOM: BILLABLE HOURLY RATE Unit Price:  Total:

**1.3** City Hall Patrol Duty Armed Security Officer Monday-Thursday (excluding holidays) 10:00 am - 8:00 pm (9.5 hour shift)

Quantity: 1 UOM: BILLABLE HOURLY RATE Unit Price:  Total:

**1.4** City Hall - Utilities Department/Development Service Center (DSC) Armed Security Officer Monday-Thursday (excluding holidays) 8:00 am - 6:00 pm (9.5 hour shift)

Quantity: 1 UOM: BILLABLE HOURLY RATE Unit Price:  Total:

**1.5** Patrol City Hall: Lead Armed security officer Friday only (excluding holidays) 7:30 am-4:00 pm (8 hour shift)

Quantity: 1 UOM: BILLABLE HOURLY RATE Unit Price:  Total:

**1.6** Aliante Library Information Desk Armed Security Officer Monday-Thursday (excluding holidays) 2:00pm - 8:00pm (6 hour shift)

Quantity: 1 UOM: BILLABLE HOURLY RATE Unit Price:  Total:

**1.7** Aliante Library Information Desk Armed Security Officer Friday and Saturday (excluding holidays) 12:00pm - 6:00pm (6 hour shift)

Quantity: 1 UOM: BILLABLE HOURLY RATE Unit Price:  Total:

**1.8** Craig Ranch - Lead Armed Security Officer Thursday-Sunday (including holidays) 2:00pm - 10:30pm (8 hour shift)

Quantity: 1 UOM: BILLABLE HOURLY RATE Unit Price:  Total:

**1.9** Craig Ranch - Day Shift Security Patrol - Armed Security Officer Monday-Thursday (including holidays) 8:00 am-4:30pm (8 hour shift)

Quantity: 1 UOM: BILLABLE HOURLY RATE Unit Price:  Total:

**1.10** Craig Ranch - Swing Shift Security Patrol - Armed Security Officer Monday-Thursday (including holidays) 4:00pm - 12:30 am (8 hour shift)

Quantity: 1 UOM: BILLABLE HOURLY RATE Unit Price:  Total:



**1.11 Craig Ranch - Swing Shift Security Patrol - Armed Security Officer Monday-Thursday (including holidays)  
4:00pm- 12:30am (8 hour shift)**

Quantity: 1 UOM: BILLABLE HOURLY Unit Price: \$32.24 Total: \$32.24  
RATE

**1.12 Craig Ranch - Grave Shift Security Patrol - Armed Security Officer Monday-Thursday (including holidays)  
12:00 am - 8:30am (8 hour shift)**

Quantity: 1 UOM: BILLABLE HOURLY Unit Price: \$32.24 Total: \$32.24  
RATE

**1.13 Craig Ranch - Grave Shift Security Patrol - Armed Security Officer Monday-Thursday (including holidays)  
12:00 am - 8:30am (8 hour shift)**

Quantity: 1 UOM: BILLABLE HOURLY Unit Price: \$32.24 Total: \$32.24  
RATE

**1.14 Craig Ranch - Day Shift Security Patrol - Armed Security Officer Friday-Sunday (including all holidays) 8:00  
am - 4:30pm (8 hour shift)**

Quantity: 1 UOM: BILLABLE HOURLY Unit Price: \$32.24 Total: \$32.24  
RATE

**1.15 Craig Ranch - Day Shift Security Patrol - Armed Security Officer Friday-Sunday (including all holidays) 8:00  
am - 4:30pm (8 hour shift)**

Quantity: 1 UOM: BILLABLE HOURLY Unit Price: \$32.24 Total: \$32.24  
RATE

**1.16 Craig Ranch - Swing Shift Security Patrol - Armed Security Officer Friday-Sunday (including holidays)  
4:00pm - 12:30am (8 hour shift)**

Quantity: 1 UOM: BILLABLE HOURLY Unit Price: \$32.24 Total: \$32.24  
RATE

**1.17 Craig Ranch - Swing Shift Security Patrol - Armed Security Officer Friday-Sunday (including holidays)  
4:00pm - 12:30am (8 hour shift)**

Quantity: 1 UOM: BILLABLE HOURLY Unit Price: \$32.24 Total: \$32.24  
RATE

**1.18 Craig Ranch - Swing Shift Security Patrol - Armed Security Officer Friday-Sunday (including holidays)  
4:00pm - 12:30am (8 hour shift)**

Quantity: 1 UOM: BILLABLE HOURLY Unit Price: \$32.24 Total: \$32.24  
RATE

**1.19 Craig Ranch - Grave Shift Security Patrol - Armed Security Officer Friday-Sunday (including holidays) 12:00  
am - 8:30am (8 hour shift)**

Quantity: 1 UOM: BILLABLE HOURLY Unit Price: \$32.24 Total: \$32.24  
RATE

**1.20 Craig Ranch - Grave Shift Security Patrol - Armed Security Officer Friday-Sunday (including holidays) 12:00  
am - 8:30am (8 hour shift)**

Quantity: 1 UOM: BILLABLE HOURLY Unit Price: \$32.24 Total: \$32.24  
RATE

**1.21 All other parks - Swing Shift Roving Security Patrol - Armed Security Officer Monday-Sunday (seven days  
each week including holidays) 4:00 pm - 12:30 am (8 hour shift)**

Quantity: 1 UOM: BILLABLE HOURLY Unit Price: \$32.24 Total: \$32.24  
RATE

**1.22 All other parks Swing Shift Roving Security Patrol: One Armed Security Officer- Monday-Sunday (seven  
days each week including all holidays) 4:00 pm - 12:30 am(8 hour shift)**

Quantity: 1 UOM: BILLABLE HOURLY Unit Price: \$32.24 Total: \$32.24  
RATE

**1.23** Fort Sumter - Patrol Duty - Armed Security Officer - Sunday-Saturday (including holidays) 12:00 am - 6:00 am (6 hour shift)

Quantity:   1   UOM: BILLABLE HOURLY RATE Unit Price:           \$32.24           Total:           \$32.24          

**1.24** Flood Channel Facilities - Armed Security Officer - Friday Only (excluding holidays) 9:00 am - 5:30 pm (8 hour shift)

Quantity:   1   UOM: BILLABLE HOURLY RATE Unit Price:           \$26.99           Total:           \$26.99          

**1.25** Additional Locations - One Armed Security Officer-Flat Hourly Rate

Quantity:   1   UOM: BILLABLE HOURLY RATE Unit Price:           \$26.99           Total:           \$26.99          

**1.26** Public Works - Brooks Storage Yard - Armed Security Officer - Two Fifteen Minute Checks Per Week

Quantity:   1   UOM: WEEKLY RATE Unit Price:           \$128.95           Total:           \$128.95          

**1.27** Public Works - Traffic Operations - Armed Security Officer - Two Fifteen Minute Checks Per Week

Quantity:   1   UOM: WEEKLY RATE Unit Price:           \$128.95           Total:           \$128.95          

**1.28** Old City Hall - Armed Security Officer - Two Fifteen Minute Checks Per Week.

Quantity:   1   UOM: WEEKLY RATE Unit Price:           \$128.95           Total:           \$128.95          

## 2 Package Header

CONTRACT YEAR #2 - Billable Hourly Rates

Total:           \$1,197.21          

Item Notes: PRICES MAY NOT BE INCREASED DURING THE TERM OF THE CONTRACT.

THIS IS THE BILLABLE HOURLY RATE ON EXHIBIT H.

### Package Items

**2.1** City Hall Security Lead Armed Security Officer Monday-Thursday (excluding holidays) 6:30 am - 3:00 pm (8 hour shift)

Quantity:   1   UOM: BILLABLE HOURLY RATE Unit Price:           \$30.00           Total:           \$30.00          

**2.2** City Hall Main Desk Armed Security Officer Monday-Thursday (excluding holidays) 7:30 am - 5:30 pm (9.5 hour shift)

Quantity:   1   UOM: BILLABLE HOURLY RATE Unit Price:           \$27.80           Total:           \$27.80          

**2.3** City Hall Patrol Duty Armed Security Officer Monday-Thursday (excluding holidays) 10:00 am - 8:00 pm (9.5 hour shift)

Quantity:   1   UOM: BILLABLE HOURLY RATE Unit Price:           \$33.20           Total:           \$33.20          

**2.4** City Hall - Utilities Department/Development Service Center (DSC) Armed Security Officer Monday-Thursday (excluding holidays) 8:00 am - 6:00 pm (9.5 hour shift)

Quantity:   1   UOM: BILLABLE HOURLY RATE Unit Price:           \$27.80           Total:           \$27.80          

**2.5** Patrol City Hall: Lead Armed security officer Friday only (excluding holidays) 7:30 am-4:00 pm (8 hour shift)

Quantity:   1   UOM: BILLABLE HOURLY RATE Unit Price:           \$35.39           Total:           \$35.39

**2.6** Aliante Library Information Desk Armed Security Officer Monday-Thursday (excluding holidays) 2:00pm - 8:00pm (6 hour shift)

Quantity: 1 UOM: BILLABLE HOURLY  
RATE Unit Price: \$27.80 Total: \$27.80

**2.7** Aliante Library Information Desk Armed Security Officer Friday and Saturday (excluding holidays) 12:00pm - 6:00pm (6 hour shift)

Quantity: 1 UOM: BILLABLE HOURLY  
RATE Unit Price: \$27.80 Total: \$27.80

**2.8** Craig Ranch - Lead Armed Security Officer Thursday-Sunday (including holidays) 2:00pm - 10:30pm (8 hour shift)

Quantity: 1 UOM: BILLABLE HOURLY  
RATE Unit Price: \$35.39 Total: \$35.39

**2.9** Craig Ranch - Day Shift Security Patrol - Armed Security Officer Monday-Thursday (including holidays) 8:00 am-4:30pm (8 hour shift)

Quantity: 1 UOM: BILLABLE HOURLY  
RATE Unit Price: \$33.20 Total: \$33.20

**2.10** Craig Ranch - Swing Shift Security Patrol - Armed Security Officer Monday-Thursday (including holidays) 4:00pm - 12:30 am (8 hour shift)

Quantity: 1 UOM: BILLABLE HOURLY  
RATE Unit Price: \$33.20 Total: \$33.20

**2.11** Craig Ranch - Swing Shift Security Patrol - Armed Security Officer Monday-Thursday (including holidays) 4:00pm- 12:30am (8 hour shift)

Quantity: 1 UOM: BILLABLE HOURLY  
RATE Unit Price: \$33.20 Total: \$33.20

**2.12** Craig Ranch - Grave Shift Security Patrol - Armed Security Officer Monday-Thursday (including holidays) 12:00 am - 8:30am (8 hour shift)

Quantity: 1 UOM: BILLABLE HOURLY  
RATE Unit Price: \$33.20 Total: \$33.20

**2.13** Craig Ranch - Grave Shift Security Patrol - Armed Security Officer Monday-Thursday (including holidays) 12:00 am - 8:30am (8 hour shift)

Quantity: 1 UOM: BILLABLE HOURLY  
RATE Unit Price: \$33.20 Total: \$33.20

**2.14** Craig Ranch - Day Shift Security Patrol - Armed Security Officer Friday-Sunday (including all holidays) 8:00 am - 4:30pm (8 hour shift)

Quantity: 1 UOM: BILLABLE HOURLY  
RATE Unit Price: \$33.20 Total: \$33.20

**2.15** Craig Ranch - Day Shift Security Patrol - Armed Security Officer Friday-Sunday (including all holidays) 8:00 am - 4:30pm (8 hour shift)

Quantity: 1 UOM: BILLABLE HOURLY  
RATE Unit Price: \$33.20 Total: \$33.20

**2.16** Craig Ranch - Swing Shift Security Patrol - Armed Security Officer Friday-Sunday (including holidays) 4:00pm - 12:30am (8 hour shift)

Quantity: 1 UOM: BILLABLE HOURLY  
RATE Unit Price: \$33.20 Total: \$33.20

**2.17** Craig Ranch - Swing Shift Security Patrol - Armed Security Officer Friday-Sunday (including holidays) 4:00pm - 12:30am (8 hour shift)

Quantity: 1 UOM: BILLABLE HOURLY  
RATE Unit Price: \$33.20 Total: \$33.20

**2.18** Craig Ranch - Swing Shift Security Patrol - Armed Security Officer Friday-Sunday (including holidays)  
4:00pm - 12:30am (8 hour shift)

Quantity: 1 UOM: BILLABLE HOURLY RATE Unit Price: \$33.20 Total: \$33.20

**2.19** Craig Ranch - Grave Shift Security Patrol - Armed Security Officer Friday-Sunday (including holidays) 12:00 am - 8:30am (8 hour shift)

Quantity: 1 UOM: BILLABLE HOURLY RATE Unit Price: \$33.20 Total: \$33.20

**2.20** Craig Ranch - Grave Shift Security Patrol - Armed Security Officer Friday-Sunday (including holidays) 12:00 am - 8:30am (8 hour shift)

Quantity: 1 UOM: BILLABLE HOURLY RATE Unit Price: \$33.20 Total: \$33.20

**2.21** All other parks - Swing Shift Roving Security Patrol - Armed Security Officer Monday-Sunday (seven days each week including holidays) 4:00 pm - 12:30 am (8 hour shift)

Quantity: 1 UOM: BILLABLE HOURLY RATE Unit Price: \$33.20 Total: \$33.20

**2.22** All other parks Swing Shift Roving Security Patrol: One Armed Security Officer- Monday-Sunday (seven days each week including all holidays) 4:00 pm - 12:30 am(8 hour shift)

Quantity: 1 UOM: BILLABLE HOURLY RATE Unit Price: \$33.20 Total: \$33.20

**2.23** Fort Sumter - Patrol Duty - Armed Security Officer - Sunday-Saturday (including holidays) 12:00 am - 6:00 am (6 hour shift)

Quantity: 1 UOM: BILLABLE HOURLY RATE Unit Price: \$33.20 Total: \$33.20

**2.24** Flood Channel Facilities - Armed Security Officer - Friday Only (excluding holidays) 9:00 am - 5:30 pm (8 hour shift)

Quantity: 1 UOM: BILLABLE HOURLY RATE Unit Price: \$27.80 Total: \$27.80

**2.25** Additional Locations - One Armed Security Officer-Flat Hourly Rate

Quantity: 1 UOM: BILLABLE HOURLY RATE Unit Price: \$27.80 Total: \$27.80

**2.26** Public Works - Brooks Storage Yard - Armed Security Officer - Two Fifteen Minute Checks Per Week

Quantity: 1 UOM: WEEKLY RATE Unit Price: \$132.81 Total: \$132.81

**2.27** Public Works - Traffic Operations - Armed Security Officer - Two Fifteen Minute Checks Per Week

Quantity: 1 UOM: WEEKLY RATE Unit Price: \$132.81 Total: \$132.81

**2.28** Old City Hall - Armed Security Officer - Two Fifteen Minute Checks Per Week.

Quantity: 1 UOM: WEEKLY RATE Unit Price: \$132.81 Total: \$132.81

**3 Package Header**

CONTRACT YEAR #3 - Billable Hourly Rates

Total: \$1,096.18

Item Notes: PRICES MAY NOT BE INCREASED DURING THE TERM OF THE CONTRACT.

THIS IS THE BILLABLE HOURLY RATE ON EXHIBIT H.

## Package Items

- 3.1** City Hall Security Lead Armed Security Officer Monday-Thursday (excluding holidays) 6:30 am - 3:00 pm (8 hour shift)
- Quantity: 1 UOM: BILLABLE HOURLY Unit Price: \$30.90 Total: \$30.90
- 3.2** City Hall Main Desk Armed Security Officer Monday-Thursday (excluding holidays) 7:30 am - 5:30 pm (9.5 hour shift)
- Quantity: 1 UOM: BILLABLE HOURLY Unit Price: \$28.63 Total: \$28.63
- 3.3** City Hall Patrol Duty Armed Security Officer Monday-Thursday (excluding holidays) 10:00 am - 8:00 pm (9.5 hour shift)
- Quantity: 1 UOM: BILLABLE HOURLY Unit Price: \$34.19 Total: \$34.19
- 3.4** City Hall - Utilities Department/Development Service Center (DSC) Armed Security Officer Monday-Thursday (excluding holidays) 8:00 am - 6:00 pm (9.5 hour shift)
- Quantity: 1 UOM: BILLABLE HOURLY Unit Price: \$28.63 Total: \$28.63
- 3.5** Patrol City Hall: Lead Armed security officer Friday only (excluding holidays) 7:30 am-4:00 pm (8 hour shift)
- Quantity: 1 UOM: BILLABLE HOURLY Unit Price: \$36.45 Total: \$36.45
- 3.6** Aliante Library Information Desk Armed Security Officer Monday-Thursday (excluding holidays) 2:00pm - 8:00pm (6 hour shift)
- Quantity: 1 UOM: BILLABLE HOURLY Unit Price: \$28.63 Total: \$28.63
- 3.7** Aliante Library Information Desk Armed Security Officer Friday and Saturday (excluding holidays) 12:00pm - 6:00pm (6 hour shift)
- Quantity: 1 UOM: BILLABLE HOURLY Unit Price: \$28.63 Total: \$28.63
- 3.8** Craig Ranch - Lead Armed Security Officer Thursday-Sunday (including holidays) 2:00pm - 10:30pm (8 hour shift)
- Quantity: 1 UOM: BILLABLE HOURLY Unit Price: \$36.45 Total: \$36.45
- 3.9** Craig Ranch - Day Shift Security Patrol - Armed Security Officer Monday-Thursday (including holidays) 8:00 am-4:30pm (8 hour shift)
- Quantity: 1 UOM: BILLABLE HOURLY Unit Price: \$34.19 Total: \$34.19
- 3.10** Craig Ranch - Swing Shift Security Patrol - Armed Security Officer Monday-Thursday (including holidays) 4:00pm - 12:30 am (8 hour shift)
- Quantity: 1 UOM: BILLABLE HOURLY Unit Price: \$34.19 Total: \$34.19
- 3.11** Craig Ranch - Swing Shift Security Patrol - Armed Security Officer Monday-Thursday (including holidays) 4:00pm- 12:30am (8 hour shift)
- Quantity: 1 UOM: BILLABLE HOURLY Unit Price: \$34.19 Total: \$34.19
- 3.12** Craig Ranch - Grave Shift Security Patrol - Armed Security Officer Monday-Thursday (including holidays) 12:00 am - 8:30am (8 hour shift)
- Quantity: 1 UOM: BILLABLE HOURLY Unit Price: \$34.19 Total: \$34.19

**3.13** Craig Ranch - Grave Shift Security Patrol - Armed Security Officer Monday-Thursday (including holidays)  
12:00 am - 8:30am (8 hour shift)

Quantity: 1 UOM: BILLABLE HOURLY Unit Price: \$34.19 Total: \$34.19  
RATE

**3.14** Craig Ranch - Day Shift Security Patrol - Armed Security Officer Friday-Sunday (including all holidays) 8:00 am - 4:30pm (8 hour shift)

Quantity: 1 UOM: BILLABLE HOURLY Unit Price: \$34.19 Total: \$34.19  
RATE

**3.15** Craig Ranch - Day Shift Security Patrol - Armed Security Officer Friday-Sunday (including all holidays) 8:00 am - 4:30pm (8 hour shift)

Quantity: 1 UOM: BILLABLE HOURLY Unit Price: \$34.19 Total: \$34.19  
RATE

**3.16** Craig Ranch - Swing Shift Security Patrol - Armed Security Officer Friday-Sunday (including holidays)  
4:00pm - 12:30am (8 hour shift)

Quantity: 1 UOM: BILLABLE HOURLY Unit Price: \$34.19 Total: \$34.19  
RATE

**3.17** Craig Ranch - Swing Shift Security Patrol - Armed Security Officer Friday-Sunday (including holidays)  
4:00pm - 12:30am (8 hour shift)

Quantity: 1 UOM: BILLABLE HOURLY Unit Price: \$34.19 Total: \$34.19  
RATE

**3.18** Craig Ranch - Swing Shift Security Patrol - Armed Security Officer Friday-Sunday (including holidays)  
4:00pm - 12:30am (8 hour shift)

Quantity: 1 UOM: BILLABLE HOURLY Unit Price: \$34.19 Total: \$34.19  
RATE

**3.19** Craig Ranch - Grave Shift Security Patrol - Armed Security Officer Friday-Sunday (including holidays) 12:00 am - 8:30am (8 hour shift)

Quantity: 1 UOM: BILLABLE HOURLY Unit Price: \$34.19 Total: \$34.19  
RATE

**3.20** Craig Ranch - Grave Shift Security Patrol - Armed Security Officer Friday-Sunday (including holidays) 12:00 am - 8:30am (8 hour shift)

Quantity: 1 UOM: BILLABLE HOURLY Unit Price: \$34.19 Total: \$34.19  
RATE

**3.21** All other parks - Swing Shift Roving Security Patrol - Armed Security Officer Monday-Sunday (seven days each week including holidays) 4:00 pm - 12:30 am (8 hour shift)

Quantity: 1 UOM: BILLABLE HOURLY Unit Price: \$34.19 Total: \$34.19  
RATE

**3.22** All other parks Swing Shift Roving Security Patrol: One Armed Security Officer- Monday-Sunday (seven days each week including all holidays) 4:00 pm - 12:30 am(8 hour shift)

Quantity: 1 UOM: BILLABLE HOURLY Unit Price: \$34.19 Total: \$34.19  
RATE

**3.23** Fort Sumter - Patrol Duty - Armed Security Officer - Sunday-Saturday (including holidays) 12:00 am - 6:00 am (6 hour shift)

Quantity: 1 UOM: BILLABLE HOURLY Unit Price: \$34.19 Total: \$34.19  
RATE

**3.24** Flood Channel Facilities - Armed Security Officer - Friday Only (excluding holidays) 9:00 am - 5:30 pm (8 hour shift)

Quantity: 1 UOM: BILLABLE HOURLY Unit Price: \$28.63 Total: \$28.63  
RATE

**3.25 Additional Locations - One Armed Security Officer-Flat Hourly Rate**

Quantity: 1 UOM: BILLABLE HOURLY RATE Unit Price: \$28.63 Total: \$28.63

**3.26 Public Works - Brooks Storage Yard - Armed Security Officer - Two Fifteen Minute Checks Per Week**

Quantity: 1 UOM: WEEKLY RATE Unit Price: \$136.78 Total: \$136.78

**3.27 Public Works - Traffic Operations - Armed Security Officer - Two Fifteen Minute Checks Per Week**

Quantity: 1 UOM: WEEKLY RATE Unit Price: \$136.78 Total: \$136.78

**3.28 Old City Hall - Armed Security Officer - Two Fifteen Minute Checks Per Week.**

Quantity: 1 UOM: WEEKLY RATE Unit Price: \$136.78 Total: \$136.78

**Response Total: \$3,455.87**

# AMERICAN GUARD SERVICES, INC.



**Submitted to:**  
City of North Las Vegas  
Purchasing Department  
2250 Las Vegas Blvd. Suite #710  
North Las Vegas, NV 89030



**Submitted by:**  
American Guard Services, Inc.  
Gerald A. Gregory,  
Executive Vice President

Local Office: 2320 Paseo Del Prado, Suite  
B305-06 Las Vegas, NV 89102

National HQ: 1125 W. 190th Street  
Los Angeles, CA 90248  
Phone: (800) 441-1808

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

**Response to Invitation to Bid:**  
**B-1665**  
**Citywide Security Services**





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## AMERICAN GUARD SERVICES

(800) 441-1808

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

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



Licensed  
Nationwide

May 24<sup>th</sup>, 2022

Purchasing Department, City of North Las Vegas  
2250 Las Vegas Boulevard, North  
Suite #710  
North Las Vegas, Nevada 89030

### Response to Invitation to Bid: B-1665 Citywide Security Services

American Guard Services, Inc. (AGS) is pleased to declare its interest in providing city wide security services for the City of North Las Vegas (the City).

For over 24 years, AGS has provided exemplary security services to both government and commercial entities alike. These services have included: critical infrastructure security, education security (both primary and secondary), logistics security, housing security, maritime security, transportation and transit security, and private security services.

A few of AGS's notable clients have been University of Southern California (USC Auxiliary Services), nationwide contract with Kroger, Public Works Department-County of Los Angeles, and DHL Supply Chain-nationwide coverage. As with every contract AGS completes, it does so with the upmost professionalism and adherence to details as required by each client. This focus on client satisfaction has enabled AGS's growth and greater contributions to the industry in general, especially in the utilization of technology for contract fulfillment and compliance.

AGS has through adaptation, perfected the security services offered to clients. With Field Force Manager (FFM), AGS and clients have access to view in real-time location and pertinent information of security officers currently at task. With this ease of information movement, the required reaction to any situation can be better assessed by supervisors and managers alike thus allowing for precise and timely speeds while eliminating unnecessary cluttering of the information systems. FFM also allows for concurrent post updates and geofencing of patrol paths enabling greater accountability and personnel management.

AGS also utilizes MITC (automated employee scheduling) and the biometric features therein to successfully account for not only security officer presence at assigned post but also absences due to illness, call-out, vacation, or otherwise reason. This software effectively eliminates security

coverage gaps. Also, at AGS's disposal is a 24/7 dispatch center coupled with Flex Force Officers and Rapid Response Teams to coincide with demands and needs per each situation that arises. In summary, AGS has the full and complete capability to anticipate and reaction to security coverage gaps with either local resources or resources from the greater available pool.

As such, acquiring and training competent individuals has been an integral part of AGS since inception. This process is aided by an extensive hiring practice that deters individuals with undesirable behavioral traits from employment, thus eliminating liability to contract compliance. The training involved for those with desirable traits, experience, and aptitude not only includes a standardized, baseline training but also concurrent and site-specific training that further pushes the capability envelope. Via Dashboard (proprietary software for licenses, certifications, and qualification management) supervisors can actively manage security officers to ensure that all the required credentials remain concurrent.

In conclusion, AGS is fully bonded, licensed, and financially capable of fulfilling all the City's requirements and more, if needed. As such, a special thanks to the purchasing department and all other members of the City that took the time to review this response. AGS looks forward to the opportunity to provide security services and a long, healthy relationship with the City.

Respectfully,



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

*Please include Mr. Weissman in all electronic correspondence or request for information*

**Craig Weissman**  
**Vice President of Contract Compliance**  
American Guard Services, Inc.  
Email: [cweissman@americanguardservices.com](mailto:cweissman@americanguardservices.com)

This Bid is submitted in response to **BID B-1665 Citywide Security Services** and constitutes an offer by this Respondent to enter into a contract as described herein.

RESPONDENT

05/24/2022

DATE \_\_\_\_\_

FAX NUMBER

**ADDRESS OF RESPONDENT**

ZIP CODE

CNLV-BUSINESS LICENSE NO: N/A

**A COPY OF MY CNLV BUSINESS LICENSE IS ATTACHED (if applicable)**

**Please attach a copy of your certification.**

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1665 Citywide Security Services**

**EXHIBIT B  
QUALIFICATIONS AND EXPERIENCE OF RESPONDENT**

**Name:** American Guard Services, Inc.

1. Respondent shall provide a brief description of the Responder's qualifications and experience, and number of years in operation.

AGS has been in operation for 24 years and is fully bonded, licensed, and financially capable of fulfilling all the City's requirements. AGS has extensive experience in providing armed/unarmed security services to a variety of clients across the following aspects of the industry: port/maritime security, K-12 facilities, Collegiate facilities, special event coverage (i.e. concerts), critical infrastructure, government facilities, security assistance to jails and police departments, assistance to emergency responses, and private client needs. AGS maintains a dispatch center, in-house training operations, IT, HR, fully structured operational oversight, and various software to enable contract fulfillment.

Provide 3 examples of contracts similar in size and scope that have been completed in the past 5 years. The City reserves the right to verify references for the companies identified. Ensure references have given permission to be contacted by the City.

**Example Contract 1:**

Company Name: Judicial Council of California

Company Address: 300 S. Spring Street, Suite 2217, Los Angeles, CA. 90013

Point of Contact: Daniel P. Potter Phone Number: General: 213-830-7000 / Direct: 213-830-7110

E-Mail Address: dan.potter@jud.ca.gov

Brief Description of Contract Scope: AGS provides the Judicial Council of California security guard services to monitor security desk consoles, conduct magnetometer and security wand entry screening, perform interior surveys, and monitor public access points to court facilities amongst other deliverables. AGS provides security guard services for their regional service areas, which includes Los Angeles, Ventura, Sacramento, San Diego, Riverside, Santa Ana, Fresno, and San Jose.

Term of Contract (Base plus Option Years): 3 years + 4 optional years.

Year of Base Contract Award: 2019 Year Contract Completed: 2022

Base Contract Amount: \$ \$1,206,992.00 Total Contract Amount (including all option years) \$ 8,448,944.00

Did the contract contain a liquidated damages clause? ☒ YES ☐ NO

If yes, were damages assessed? ☐ YES ☒ NO If yes, what was the amount assessed? \$ \_\_\_\_\_

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1665 Citywide Security Services**

**EXHIBIT B – QUALIFICATIONS AND EXPERIENCE OF RESPONDENT (Continued)**

**Example Contract 2:**

Company Name: University of Southern California (USC) Housing

Company Address: 3730 S. McClintock Ave. PKS - Suite 149 Los Angeles, CA 90089

Point of Contact: Xinia Bautista Phone Number: 213-433-6036

E-Mail Address: xbautist@usc.edu

Brief Description of Contract Scope: AGS provides security guard services for the University of Southern California (USC). AGS staffs 20 manned guard stations, 2 on-site supervisors, 1 on-site manager for 24 hours a day 7 days a week during the school year.

Term of Contract (Base plus Option Years): 4 years + 1 option year

Year of Base Contract Award: 2019 Year Contract Completed: 2022 (not yet completed)

Base Contract Amount: \$ 4,327,901.00 Total Contract Amount (including all option years) \$ 21,639,505.00

Did the contract contain a liquidated damages clause? ☐ YES ☒ NO

If yes, were damages assessed? ☐ YES ☐ NO If yes, what was the amount assessed? \$

**Example Contract 3:**

Company Name: City of Fresno - Housing Authority

Company Address: 1331 Fulton Street, Fresno, California 93721

Point of Contact: Lyric Aguigam Phone Number: 559-443-8400 Ext 4437

E-Mail Address: laguigam@fresnohousing.org

Brief Description of Contract Scope: AGS provides security guard services to the Fresno Housing Authority. Guard duties include, but are not limited to, providing logs on daily/nightly tenant activities in violation of the Tenant Agreement, conducting exterior patrol of each occupied and unoccupied unit hourly, reporting problems that occur within and around the complex.

Term of Contract (Base plus Option Years): 5 years, no option years

Year of Base Contract Award: 2020 Year Contract Completed: 2025

Base Contract Amount: \$ 477,877.00 Total Contract Amount (including all option years) \$ 2,389,385.00

Did the contract contain a liquidated damages clause? ☐ YES ☒ NO

If yes, were damages assessed? ☐ YES ☐ NO If yes, what was the amount assessed? \$  
(ATTACH ADDITIONAL SHEET(S) IF EXTRA SPACE IS NEEDED)



**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1665 Citywide Security Services**

**EXHIBIT C – AFFIDAVIT OF REJECTION OF COVERAGE  
FOR WORKERS' COMPENSATION  
UNDER NRS 616B.627 AND NRS 617.210**

In the State of Nevada, County of Clark, Gerald A. Gregory, being duly sworn,  
deposes and says:

1. I make the following assertions pursuant to NRS 616B.627 and NRS 617.210.
2. I am a sole proprietor who will not use the services of any employees in the performance of this Contract with the City of North Las Vegas.
3. In accordance with the provisions of NRS 616B.659, I have not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS, relating thereto.
4. I am otherwise in compliance with the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS.
5. In accordance with the provisions of NRS 617.225, I have not elected to be included within the terms, conditions and provisions of chapter 617 of NRS.
6. I am otherwise in compliance with the terms, conditions and provisions of chapter 617 of NRS.
7. I acknowledge that the City of North Las Vegas will not be considered to be my employer or the employer of my employees, if any; and that the City of North Las Vegas is not liable as a principal contractor to me or my employees, if any, for any compensation or other damages as a result of an industrial injury or occupational disease incurred in the performance of this Contract.

I, Gerald A. Gregory, do here swear under penalty of perjury that the assertions of this affidavit are true.

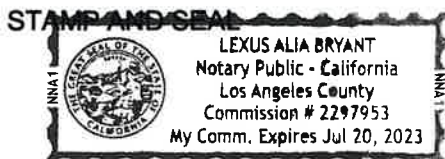
Signed this 24 day of May, 2022.  
Signature G. Gregory

State of CA

County of Los Angeles

Signed and sworn to (or affirmed) before me on this 24 day of May, 2022,  
by Lexus Bryant (name of person making statement).

Notary Signature Lexus Alia Bryant





**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1665 Citywide Security Services**

**EXHIBIT D- Non-Collusion Affidavit**

State of California County of Los Angeles

Gerald A. Gregory being first duly sworn deposes that:

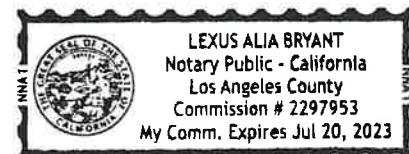
- (1) He/She is the Executive Vice President of American Guard Services, Inc., the Respondent that has submitted the attached Bid.
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham Bid in connection with the contract or agreement for which the attached Bid has been submitted or to refrain from making a Bid in connection with such contract or agreement, or collusion or communication or conference with any other Respondent, or, to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Respondent, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of North Las Vegas or any person interested in the proposed contract or agreement; and
- (5) The Bid of service outlined in the Bid is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent/team or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): [Signature]  
Title: Executive Vice President

Subscribed and sworn to before me this 24 day of May 2022.

[Signature]  
Notary Public

My Commission expires: July 20, 2023







CITY OF  
NORTH LAS VEGAS

*Your Community of Choice*

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1665 Citywide Security Services**

**EXHIBIT E- Written Certification**

Pursuant to NRS 332.065(3), a governing body or its authorized representative shall not enter into a contract with an estimated value in excess of \$100,000 with a company unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Respondent agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with the City. If at any time after the signing of this certification, the Respondent decides to engage in a boycott of Israel, the Respondent must notify the City in writing.

Gerald A. Gregory

AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)

American Guard Services, Inc.

LEGAL NAME OF RESPONDENT

AUTHORIZED SIGNATURE

05/24/2022

DATE

Executive Vice President

TITLE

## Other Supplementary Information

---

# CLARK COUNTY BUSINESS LICENSE

LICENSE NUMBER: 2000136-307

LICENSE PERIOD: 02/01/2022 - 01/31/2023

**POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION**

**ISSUED TO:**

American Guard Services, Incorporated  
1125 W 190th St  
Gardena, CA 90248

**D U P L I C A T E**

**BUSINESS LOCATION ADDRESS:**

2320 Paseo Del Prado #305  
Las Vegas, NV 89102

**TYPE OF LICENSE: Security Guard Business**

All signage must conform to standards set forth in Clark County Codes 30.72 and 30.48. Business owners are responsible to keep business property free of trash and graffiti, conform to all zoning codes requirements and, if applicable, all conditions set forth in a Notice of Final Action issued by Comprehensive Planning.

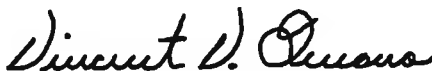
Current Planning Comments :

C-1 zone. Approved for administrative office for security services.

**DISCLAIMER**

**ISSUANCE OF A BUSINESS LICENSE IS NOT AN ENDORSEMENT OF THE BUSINESS PRACTICE OF THE LICENSEE.**

**PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION**



**VINCENT V. QUEANO**  
DIRECTOR OF BUSINESS LICENSE

**DEPARTMENT OF BUSINESS LICENSE**

500 S GRAND CENTRAL PARKWAY  
BOX 551810  
LAS VEGAS NV 89155-1810  
PHONE: (702) 455-4252

**LICENSE NUMBER: 2000136-307**

**LICENSE PERIOD: 02/01/2022 - 01/31/2023**

<u>Receipt Number</u>	<u>Date Paid</u>	<u>Reference Number</u>
287851000	01/05/2022	02294G

<b>FEE:</b>	150.00
<b>PENALTY:</b>	
<b>OTHER:</b>	
<b>TOTAL</b>	150.00
<b>AMOUNT:</b>	

**PLEASE NOTE:**

**Clark County Code 6.04.090(i)** The director and any other officer designated by the director shall have the power and authority to enter any store, building or other place in which such business is being conducted at any time during the business hours and have access to inspect the business for the purpose of ascertaining compliance with the provisions of the Clark County Code and any applicable franchise agreements.

**Clark County Code 6.08.090(b)** The director and any other officer designated by the director shall have the power and authority to enter any store, building or other place in which such business is being conducted at any time during the business hours and have access to the books and records of such business for the purpose of ascertaining proper payment of license fees and compliance with provisions of the Clark County Code and applicable franchise agreements.

**A RENEWAL BILLING FOR EACH LICENSE WILL BE SENT PRIOR TO THE EXPIRATION DATE, HOWEVER, THE FAILURE TO RECEIVE THIS NOTIFICATION DOES NOT WAIVE PAYMENT NOR THE ENFORCEMENT OF PENALTIES IF PAID AFTER DUE DATES.**

**IF YOU HAVE MOVED THE LOCATION OF YOUR BUSINESS, MADE A CHANGE OF NAME OR OWNERSHIP, PLEASE NOTIFY THE DEPARTMENT OF BUSINESS LICENSE IMMEDIATELY AS IT EFFECTS THE VALIDITY OF THIS LICENSE.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2022

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

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

**PRODUCER**

El Dorado Insurance Agency, Inc.  
El Dorado Sec Svcs Ins Agy  
3673 Westcenter Drive  
Houston TX 77042

CONTACT NAME: Lindsey Paparello

PHONE (A/C, No, Ext): (713) 521-9251

FAX (A/C, No): (713) 521-0125

E-MAIL ADDRESS: lpaparello@eldoradoinsurance.com

**INSURER(S) AFFORDING COVERAGE**

NAIC #

INSURER A: Lexington Insurance Company

19437

INSURER B: National Union Fire Ins Co Pittsburgh PA

19445

INSURER C: Endurance American Insurance Company

10641

INSURER D: Westfield Specialty Insurance Company

24120

INSURER E: United Wisconsin Insurance Company

29157

INSURER F: Hartford Fire Insurance Co.

19682

**INSURED**

American Guard Services, Inc.

1125 W. 190th Street

Los Angeles

CA 90248

**COVERAGES**

CERTIFICATE NUMBER: AGS CERTS (01.22)

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			080878076	11/19/2021	11/19/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Errors & Omissions						MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			019321961	11/19/2021	11/19/2022	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						\$
	<input type="checkbox"/> HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			ELD30002147801 (\$2M x \$1M) XSL00002DD (\$3M x \$2M) CXSD0111700 (\$5M x \$5M)	11/19/2021	11/19/2022	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> EXCESS LIAB						BODILY INJURY (Per accident) \$
	DED						PROPERTY DAMAGE (Per accident) \$
	RETENTION \$						\$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC600-00097-022-SZ	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 10,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						AGGREGATE \$ 10,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						\$
	Y/N						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
E	<input type="checkbox"/> 1st & 3rd Party Crime			13BDDIT8512	11/24/2021	11/24/2022	E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							Aggregate 2,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

Evidence of Insurance

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

AUTHORIZED REPRESENTATIVE

R.L. Ring, Jr./LINDS

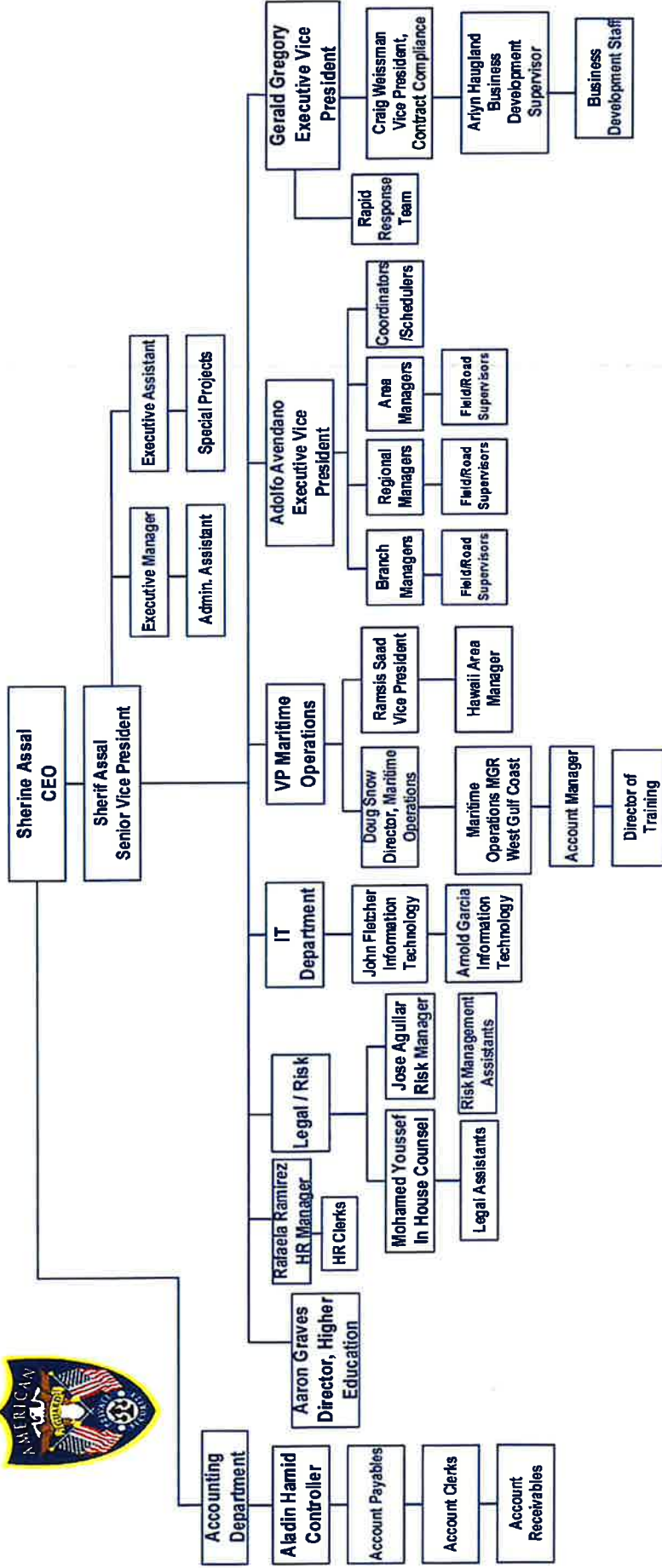
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ACORD 25 (2014/01)

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INS025 (201401)

# AMERICAN GUARD SERVICES, INC.





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

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

To whom it may concern:


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

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

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

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

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

*A member of the  Zurich Financial Services Group*



Constance Butts:

CAC Acceptance Corporation finances insurance policies for American Guard Services (AGS). With revenue of over \$100 million, AGS has significant insurance needs and respective premiums. We have been financing AGS's insurance policies for over a decade. We finance all of their policies including worker's compensation, automobile, general liabilities, and a large umbrella policy.

AGS has maintained an excellent credit rating as they always timely pay their premiums. Specifically, our records indicate they have always paid timely, and there have been no 30-day late payments in the last 12 months, and no 30-day late payments in the last 24 months.

If you have any additional questions regarding their credit rating, please let me know.

Sincerely,

Andy Ring  
Vice President

Tel: 713.524.1691 or 888.422.7755  
3673 Westcenter Dr Houston, TX 77042  
[info@cacacceptancecorp.com](mailto:info@cacacceptancecorp.com)  
[www.cacacceptancorp.com](http://www.cacacceptancorp.com)







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

**GRAVEYARD  
SHIFT**

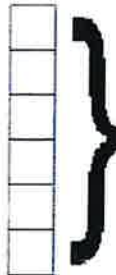
SHIFT END TIME \_\_\_\_\_ DATE \_\_\_\_\_

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

NAME \_\_\_\_\_

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

---



COMMENT \_\_\_\_\_

[illegible][illegible]

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

## DAILY ACTIVITIES

RECORD ALL ACTIVITIES SUCH AS:

- ALL DUTIES AS REQUIRED BY POST ORDERS
- EQUIPMENT/PACKAGES/FURNITURE REMOVED OR BROUGHT IN
- AUTOMOBILES OR TRUCKS ENTERING OR LEAVING PROPERTY
- VISITORS OR REPAIRMENT OR EMPLOYEES NOT NORMALLY ON PROPERTY

**ALSO, LOG EVENT AND PREPARE INCIDENT REPORT IF THERE IS ANY:**

- FIRE - POLICE ACTION - MEDICAL INCIDENT - TRESPASSER - COMPANY SECURITY VIOLATION  
- INJURY TO PERSON - PROPERTY DAMAGE

[illegible]



# INCIDENT REPORT

IR#

Incident Day/Date			Incident Time (24 hrs.)		
Type of Incident					
Location of Incident					
<b>PRIMARY INVOLVED PARTY</b>					
<input type="checkbox"/> Suspect	<input type="checkbox"/> Victim	<input type="checkbox"/> Witness	<input type="checkbox"/> Guest	<input type="checkbox"/> Employee	
Name (Last, First, Middle)					
DOB		Race		Sex	
Address					
City			State		Zip
Home Phone			Alt. Phone		
ID Document / #			State/Country		
Employee's Shift started at (injury report only)			Dept.		Title
Guest Room #		CI/CO Date		Function/Event	
<b>VEHICLE INVOLVED</b>					
Make		Model		License	State
Year		Body Style		Color	
Additional Description/Distinctive Equipment					
<b>OTHER INVOLVED PARTY</b>					
<input type="checkbox"/> Suspect	<input type="checkbox"/> Victim	<input type="checkbox"/> Witness	<input type="checkbox"/> Guest	<input type="checkbox"/> Employee	
Name (Last, First, Middle)					
DOB		Race		Sex	
Address					
City			State		Zip
Home Phone			Alt. Phone		
ID Document / #			State/Country		
<b>MISSING PROPERTY</b>					
Item	Qty.	Article Description, Brand, Model		Serial #	Value \$
<b>PRELIMINARY INVESTIGATION FACTORS</b>					
Physical Evidence		Area Checked		Injury / First Aid	Guest contacted
Photographs taken		Assault		Refused Medical Aid	Lock Interrogation
Diagram		Illegal Substances		Paramedics called	86 List
Intoxication		Firearm		Police / Fire on Property	Follow-up needed
Reporting Officer		Serial #		Date/Time Report Was Taken	
Signature					
DISTRIBUTION	General Manager	Human Resources	Other		

IR#	
-----	--

[illegible]

Reporting Officer

Serial #

**Signature**



**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1665 Citywide Security Services**

**EXHIBIT G – Performance Bond**

This must be uploaded with your bid. This document can be found on NGEM under the "Attachments" tab.

Per the questions and answers,

"The performance bond must be provided to the City prior to the execution of the Contract at the time Respondent provides the required Certificates of Insurance to the City."

### PERFORMANCE BOND

Bond Number \_\_\_\_\_

Date Executed \_\_\_\_\_

**IMPORTANT: THIS BOND MUST BE ISSUED BY A SURETY COMPANY LICENSED AND EXECUTED BY AN APPOINTED AGENT LICENSED BY THE STATE OF NEVADA. THE SURETY COMPANY MUST BE LISTED IN THE UNITED STATES DEPARTMENT OF TREASURY'S LISTING OF APPROVED SURETIES (DEPARTMENT CIRCULAR 570) AS A COMPANY HOLDING A CERTIFICATE OF AUTHORITY AS AN ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY. A SURETY BOND ISSUED BY AN INDIVIDUAL IS NOT ACCEPTABLE.**

WHEREAS the Contractor has entered into a certain contract with the City of North Las Vegas, Nevada (herein the "City") to perform all work required under the Bid Documents issued in connection with Bid No. \_\_\_\_\_, for the project commonly known and entitled, to wit: \_\_\_\_\_ (herein the "Contract").

WHEREAS the Contractor is required to furnish a bond securing the faithful performance of the Contract.

**KNOW ALL MEN BY THESE PRESENTS**, that we, the Contractor and Surety named below, are held and firmly bound unto City, in the penal sum \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by these presents.

**NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH** that if the Contractor shall well and truly save harmless and indemnify the City from and against any and all claims and demands or liens and shall also complete all of the work described in the Contract within the time and in the manner therein specified and shall, for a period of one (1) year from the date the work contracted to be performed is completed and accepted by the City, replace and repair any and all defects arising in the work, whether resulting from defective material or workmanship, and shall also observe, perform, fulfill, and keep all and every covenant and agreement in the Contract on the part of the Contractor to be kept, performed and complied with within the time and in the manner therein specified and shall truly and fully comply with all guarantees required in the Contract, then this obligation shall become null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees, if requested to do so by the City, to perform and fully complete the work mentioned and described in the Contract pursuant to the terms, conditions and covenants thereof, if for any cause the contractor fails or neglects to so perform and fully complete the work. The Surety further agrees to commence completion of the work within twenty (20) days after notice thereof from the City, and to fully complete the same with all due diligence and in accordance with the plans and specifications.

No change or alteration of the work, extensions of time or other modifications of the Contract shall release or exonerate any Surety upon this bond. It is expressly agreed and understood that this bond is made and executed contemporaneously with the Contract above mentioned, and in consideration of the covenants and agreements therein made and entered into on the part of the City, and that the due execution and delivery hereof is a condition precedent to any liability on the part of the City on the Contract.

**IN WITNESS WHEREOF** this instrument has been executed this day of \_\_, 20\_\_.

Contractor: \_\_\_\_\_

Surety: \_\_\_\_\_

\_\_\_\_\_  
(State of Nevada, License Number)

(Authorized Representative)

(Agent Name)

By: \_\_\_\_\_

(Signature to be notarized)

By: \_\_\_\_\_

(Signature to be notarized)

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)**





CITY OF  
NORTH LAS VEGAS

*Your Community of Choice*

**CITY OF NORTH LAS VEGAS  
INVITATION TO BID  
BID B-1665 Citywide Security Services**

**EXHIBIT F- Exceptions to North Las Vegas Service Agreement**

Please provide an explanation to any and all exceptions on terms of the North Las Vegas Service Agreement.



## Exhibit F

---

### **Exhibit F-Exceptions to North Las Vegas Service Agreement**

-None-

Bid Line Items  
CONTRACT YEAR #1

	Position	Hourly Wage Rate	Billable Hourly Rate
1	City Hall Security Lead Armed Security Officer Monday-Thursday (excluding holidays) 6:30 am - 3:00 pm (8 hour shift)	\$ 20.00	\$29.13
2	City Hall Main Desk Armed Security Officer Monday-Thursday (excluding holidays) 7:30 am - 5:30 pm (9.5 hour shift)	\$ 18.00	\$26.99
3	City Hall Patrol Duty Armed Security Officer Monday-Thursday (excluding holidays) 10:00 am - 8:00 pm (9.5 hour shift)	\$ 18.00	\$32.24
4	City Hall - Utilities Department/Development Service Center (DSC) Armed Security Officer Monday-Thursday (excluding holidays) 8:00 am - 6:00 pm (9.5 hour shift)	\$ 18.00	\$26.99
5	Patrol City Hall: Lead Armed security officer Friday only (excluding holidays) 7:30 am - 4:00 pm (8 hour shift)	\$ 20.00	\$34.36
6	Aliante Library Information Desk Armed Security Officer Monday-Thursday (excluding holidays) 2:00pm - 8:00pm (6 hour shift)	\$ 18.00	\$26.99
7	Aliante Library Information Desk Armed Security Officer Friday and Saturday (excluding holidays) 12:00pm - 6:00pm (6 hour shift)	\$ 18.00	\$26.99
8	Craig Ranch - Lead Armed Security Officer Thursday-Sunday (including holidays) 2:00pm - 10:30pm (8 hour shift)	\$ 20.00	\$34.36
9	Craig Ranch - Day Shift Security Patrol - Armed Security Officer Monday-Thursday (including holidays) 8:00 am-4:30pm (8 hour shift)	\$ 18.00	\$32.24
10	Craig Ranch - Swing Shift Security Patrol - Armed Security Officer Monday-Thursday (including holidays) 4:00pm - 12:30 am (8 hour shift)	\$ 18.00	\$32.24
11	Craig Ranch - Swing Shift Security Patrol - Armed Security Officer Monday-Thursday (including holidays) 4:00pm- 12:30am (8 hour shift)	\$ 18.00	\$32.24
12	Craig Ranch - Grave Shift Security Patrol - Armed Security Officer Monday-Thursday (including holidays) 12:00 am - 8:30am (8 hour shift)	\$ 18.00	\$32.24
13	Craig Ranch - Grave Shift Security Patrol - Armed Security Officer Monday-Thursday (including holidays) 12:00 am - 8:30am (8 hour shift)	\$ 18.00	\$32.24
14	Craig Ranch - Day Shift Security Patrol - Armed Security Officer Friday-Sunday (including all holidays) 8:00 am - 4:30pm (8 hour shift)	\$ 18.00	\$32.24
15	Craig Ranch - Day Shift Security Patrol - Armed Security Officer Friday-Sunday (including all holidays) 8:00 am - 4:30pm (8 hour shift)	\$ 18.00	\$32.24
16	Craig Ranch - Swing Shift Security Patrol - Armed Security Officer Friday-Sunday (including holidays) 4:00pm - 12:30am (8 hour shift)	\$ 18.00	\$32.24
17	Craig Ranch - Swing Shift Security Patrol - Armed Security Officer Friday-Sunday (including holidays) 4:00pm - 12:30am (8 hour shift)	\$ 18.00	\$32.24
18	Craig Ranch - Swing Shift Security Patrol - Armed Security Officer Friday-Sunday (including holidays) 4:00pm - 12:30am (8 hour shift)	\$ 18.00	\$32.24
19	Craig Ranch - Grave Shift Security Patrol - Armed Security Officer Friday-Sunday (including holidays) 12:00 am - 8:30am (8 hour shift)	\$ 18.00	\$32.24
20	Craig Ranch - Grave Shift Security Patrol - Armed Security Officer Friday-Sunday (including holidays) 12:00 am - 8:30am (8 hour shift)	\$ 18.00	\$32.24
21	All other parks - Swing Shift Roving Security Patrol - Armed Security Officer Monday-Sunday (seven days each week including holidays) 4:00 pm - 12:30 am (8 hour shift)	\$ 18.00	\$32.24
22	All other parks Swing Shift Roving Security Patrol: One Armed Security Officer- Monday-Sunday (seven days each week including all holidays) 4:00 pm - 12:30 am(8 hour shift)	\$ 18.00	\$32.24
23	Fort Sumter - Patrol Duty - Armed Security Officer - Sunday-Saturday (including holidays) 12:00 am - 6:00 am (6 hour shift)	\$ 18.00	\$32.24
24	Flood Channel Facilities - Armed Security Officer - Friday Only (excluding holidays) 9:00 am - 5:30 pm (8 hour shift)	\$ 18.00	\$26.99
25	Additional Locations - One Armed Security Officer-Flat Hourly Rate	\$ 18.00	\$26.99

	Position	Weekly Rate
26	Public Works - Brooks Storage Yard - Armed Security Officer - Two Fifteen Minute Checks Per Week	\$ 128.95
27	Public Works - Traffic Operations - Armed Security Officer - Two Fifteen Minute Checks Per Week	\$ 128.95
28	Old City Hall - Armed Security Officer - Two Fifteen Minute Checks Per Week.	\$ 128.95

Bid Line Items  
CONTRACT YEAR #2

	Position	Hourly Wage Rate	Billable Hourly Rate
1	City Hall Security Lead Armed Security Officer Monday-Thursday (excluding holidays) 6:30 am - 3:00 pm (8 hour shift)	\$20.50	\$30.00
2	City Hall Main Desk Armed Security Officer Monday-Thursday (excluding holidays) 7:30 am - 5:30 pm (9.5 hour shift)	\$18.50	\$27.80
3	City Hall Patrol Duty Armed Security Officer Monday-Thursday (excluding holidays) 10:00 am - 8:00 pm (9.5 hour shift)	\$18.50	\$33.20
4	City Hall - Utilities Department/Development Service Center (DSC) Armed Security Officer Monday-Thursday (excluding holidays) 8:00 am - 6:00 pm (9.5 hour shift)	\$18.50	\$27.80
5	Patrol City Hall: Lead Armed security officer Friday only (excluding holidays) 7:30 am - 4:00 pm (8 hour shift)	\$20.50	\$35.39
6	Aliante Library Information Desk Armed Security Officer Monday-Thursday (excluding holidays) 2:00pm - 8:00pm (6 hour shift)	\$18.50	\$27.80
7	Aliante Library Information Desk Armed Security Officer Friday and Saturday (excluding holidays) 12:00pm - 6:00pm (6 hour shift)	\$18.50	\$27.80
8	Craig Ranch - Lead Armed Security Officer Thursday-Sunday (including holidays) 2:00pm - 10:30pm (8 hour shift)	\$20.50	\$35.39
9	Craig Ranch - Day Shift Security Patrol - Armed Security Officer Monday-Thursday (including holidays) 8:00 am-4:30pm (8 hour shift)	\$18.50	\$33.20
10	Craig Ranch - Swing Shift Security Patrol - Armed Security Officer Monday-Thursday (including holidays) 4:00pm - 12:30 am (8 hour shift)	\$18.50	\$33.20
11	Craig Ranch - Swing Shift Security Patrol - Armed Security Officer Monday-Thursday (including holidays) 4:00pm- 12:30am (8 hour shift)	\$18.50	\$33.20
12	Craig Ranch - Grave Shift Security Patrol - Armed Security Officer Monday-Thursday (including holidays) 12:00 am - 8:30am (8 hour shift)	\$18.50	\$33.20
13	Craig Ranch - Grave Shift Security Patrol - Armed Security Officer Monday-Thursday (including holidays) 12:00 am - 8:30am (8 hour shift)	\$18.50	\$33.20
14	Craig Ranch - Day Shift Security Patrol - Armed Security Officer Friday-Sunday (including all holidays) 8:00 am - 4:30pm (8 hour shift)	\$18.50	\$33.20
15	Craig Ranch - Day Shift Security Patrol - Armed Security Officer Friday-Sunday (including all holidays) 8:00 am - 4:30pm (8 hour shift)	\$18.50	\$33.20
16	Craig Ranch - Swing Shift Security Patrol - Armed Security Officer Friday-Sunday (including holidays) 4:00pm - 12:30am (8 hour shift)	\$18.50	\$33.20
17	Craig Ranch - Swing Shift Security Patrol - Armed Security Officer Friday-Sunday (including holidays) 4:00pm - 12:30am (8 hour shift)	\$18.50	\$33.20
18	Craig Ranch - Swing Shift Security Patrol - Armed Security Officer Friday-Sunday (including holidays) 4:00pm - 12:30am (8 hour shift)	\$18.50	\$33.20
19	Craig Ranch - Grave Shift Security Patrol - Armed Security Officer Friday-Sunday (including holidays) 12:00 am - 8:30am (8 hour shift)	\$18.50	\$33.20
20	Craig Ranch - Grave Shift Security Patrol - Armed Security Officer Friday-Sunday (including holidays) 12:00 am - 8:30am (8 hour shift)	\$18.50	\$33.20
21	All other parks - Swing Shift Roving Security Patrol - Armed Security Officer Monday-Sunday (seven days each week including holidays) 4:00 pm - 12:30 am (8 hour shift)	\$18.50	\$33.20
22	All other parks Swing Shift Roving Security Patrol: One Armed Security Officer- Monday-Sunday (seven days each week including all holidays) 4:00 pm - 12:30 am(8 hour shift)	\$18.50	\$33.20
23	Fort Sumter - Patrol Duty - Armed Security Officer - Sunday-Saturday (including holidays) 12:00 am - 6:00 am (6 hour shift)	\$18.50	\$33.20
24	Flood Channel Facilities - Armed Security Officer - Friday Only (excluding holidays) 9:00 am - 5:30 pm (8 hour shift)	\$18.50	\$27.80
25	Additional Locations - One Armed Security Officer-Flat Hourly Rate	\$18.50	\$27.80

	Position	Weekly Rate
26	Public Works - Brooks Storage Yard - Armed Security Officer - Two Fifteen Minute Checks Per Week	\$132.81
27	Public Works - Traffic Operations - Armed Security Officer - Two Fifteen Minute Checks Per Week	\$132.81
28	Old City Hall - Armed Security Officer - Two Fifteen Minute Checks Per Week.	\$132.81

Bid Line Items  
CONTRACT YEAR #3

	Position	Hourly Wage Rate	Billable Hourly Rate
1	City Hall Security Lead Armed Security Officer Monday-Thursday (excluding holidays) 6:30 am - 3:00 pm (8 hour shift)	\$21.00	\$30.90
2	City Hall Main Desk Armed Security Officer Monday-Thursday (excluding holidays) 7:30 am - 5:30 pm (9.5 hour shift)	\$19.00	\$28.63
3	City Hall Patrol Duty Armed Security Officer Monday-Thursday (excluding holidays) 10:00 am - 8:00 pm (9.5 hour shift)	\$19.00	\$34.19
4	City Hall - Utilities Department/Development Service Center (DSC) Armed Security Officer Monday-Thursday (excluding holidays) 8:00 am - 6:00 pm (9.5 hour shift)	\$19.00	\$28.63
5	Patrol City Hall: Lead Armed security officer Friday only (excluding holidays) 7:30 am- 4:00 pm (8 hour shift)	\$21.00	\$36.45
6	Aliante Library Information Desk Armed Security Officer Monday-Thursday (excluding holidays) 2:00pm - 8:00pm (6 hour shift)	\$19.00	\$28.63
7	Aliante Library Information Desk Armed Security Officer Friday and Saturday (excluding holidays) 12:00pm - 6:00pm (6 hour shift)	\$19.00	\$28.63
8	Craig Ranch - Lead Armed Security Officer Thursday-Sunday (including holidays) 2:00pm - 10:30pm (8 hour shift)	\$19.00	\$36.45
9	Craig Ranch - Day Shift Security Patrol - Armed Security Officer Monday-Thursday (including holidays) 8:00 am-4:30pm (8 hour shift)	\$19.00	\$34.19
10	Craig Ranch - Swing Shift Security Patrol - Armed Security Officer Monday-Thursday (including holidays) 4:00pm - 12:30 am (8 hour shift)	\$19.00	\$34.19
11	Craig Ranch - Swing Shift Security Patrol - Armed Security Officer Monday-Thursday (including holidays) 4:00pm- 12:30am (8 hour shift)	\$19.00	\$34.19
12	Craig Ranch - Grave Shift Security Patrol - Armed Security Officer Monday-Thursday (including holidays) 12:00 am - 8:30am (8 hour shift)	\$19.00	\$34.19
13	Craig Ranch - Grave Shift Security Patrol - Armed Security Officer Monday-Thursday (including holidays) 12:00 am - 8:30am (8 hour shift)	\$19.00	\$34.19
14	Craig Ranch - Day Shift Security Patrol - Armed Security Officer Friday-Sunday (including all holidays) 8:00 am - 4:30pm (8 hour shift)	\$19.00	\$34.19
15	Craig Ranch - Day Shift Security Patrol - Armed Security Officer Friday-Sunday (including all holidays) 8:00 am - 4:30pm (8 hour shift)	\$19.00	\$34.19
16	Craig Ranch - Swing Shift Security Patrol - Armed Security Officer Friday-Sunday (including holidays) 4:00pm - 12:30am (8 hour shift)	\$19.00	\$34.19
17	Craig Ranch - Swing Shift Security Patrol - Armed Security Officer Friday-Sunday (including holidays) 4:00pm - 12:30am (8 hour shift)	\$19.00	\$34.19
18	Craig Ranch - Swing Shift Security Patrol - Armed Security Officer Friday-Sunday (including holidays) 4:00pm - 12:30am (8 hour shift)	\$19.00	\$34.19
19	Craig Ranch - Grave Shift Security Patrol - Armed Security Officer Friday-Sunday (including holidays) 12:00 am - 8:30am (8 hour shift)	\$19.00	\$34.19
20	Craig Ranch - Grave Shift Security Patrol - Armed Security Officer Friday-Sunday (including holidays) 12:00 am - 8:30am (8 hour shift)	\$19.00	\$34.19
21	All other parks - Swing Shift Roving Security Patrol - Armed Security Officer Monday-Sunday (seven days each week including holidays) 4:00 pm - 12:30 am (8 hour shift)	\$19.00	\$34.19
22	All other parks Swing Shift Roving Security Patrol: One Armed Security Officer- Monday-Sunday (seven days each week including all holidays) 4:00 pm - 12:30 am(8 hour shift)	\$19.00	\$34.19
23	Fort Sumter - Patrol Duty - Armed Security Officer - Sunday-Saturday (including holidays) 12:00 am - 6:00 am (6 hour shift)	\$19.00	\$34.19
24	Flood Channel Facilities - Armed Security Officer - Friday Only (excluding holidays) 9:00 am - 5:30 pm (8 hour shift)	\$19.00	\$28.63
25	Additional Locations - One Armed Security Officer-Flat Hourly Rate	\$19.00	\$28.63

	Position	Weekly Rate
26	Public Works - Brooks Storage Yard - Armed Security Officer - Two Fifteen Minute Checks Per Week	\$136.78
27	Public Works - Traffic Operations - Armed Security Officer - Two Fifteen Minute Checks Per Week	\$136.78
28	Old City Hall - Armed Security Officer - Two Fifteen Minute Checks Per Week.	\$136.78

# BUSINESS LICENSE

City of North Las Vegas  
2250 Las Vegas Blvd. North, Suite 110  
North Las Vegas, NV 89030

Mailing Address:

**AMERICAN GUARD SERVICES INC  
1125 W 190TH ST #305  
GARDEMA, CA 90248**

In conformity with and subject to the provisions of the Ordinances of the City of North Las Vegas and the laws of the State of Nevada, license is hereby granted to operate the business described hereon:

License Number: **BUS-001935-2022** Expiration Date: **03/31/2023**

License Type: **BUSINESS**

Classification: **DETECTIVE AGENCY**

Business Location: **AMERICAN GUARD SERVICES INC  
2320 PASEO DEL PRADO STE 305  
LAS VEGAS, NV 89102**

Owner/Principal(s): **AMERICAN GUARD SERVICES INC**

CITY OF  
NORTH LAS VEGAS

*Your Community of Choice*



Marc Jordan  
Director of Land Development &  
Community Services

**This license is not transferable  
POST IN A CONSPICUOUS PLACE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2022

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

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

<b>PRODUCER</b> El Dorado Insurance Agency, Inc. El Dorado Sec Svcs Ins Agy 3673 Westcenter Drive Houston TX 77042	<b>CONTACT NAME:</b> Lindsey Paparello <b>PHONE (A/C, No, Ext):</b> (713) 521-9251 <b>FAX (A/C, No):</b> (713) 521-0125 <b>E-MAIL ADDRESS:</b> lpaparello@eldoradoinsurance.com														
<b>INSURED</b> American Guard Services, Inc. 1125 W. 190th Street Los Angeles CA 90248	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Lexington Insurance Company</td><td>19437</td></tr><tr><td>INSURER B: National Union Fire Ins Co Pittsburgh PA</td><td>19445</td></tr><tr><td>INSURER C: Endurance American Insurance Company</td><td>10641</td></tr><tr><td>INSURER D: Westfield Specialty Insurance Company</td><td>24120</td></tr><tr><td>INSURER E: United Wisconsin Insurance Company</td><td>29157</td></tr><tr><td>INSURER F: Hartford Fire Insurance Co.</td><td>19682</td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lexington Insurance Company	19437	INSURER B: National Union Fire Ins Co Pittsburgh PA	19445	INSURER C: Endurance American Insurance Company	10641	INSURER D: Westfield Specialty Insurance Company	24120	INSURER E: United Wisconsin Insurance Company	29157	INSURER F: Hartford Fire Insurance Co.	19682
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**COVERAGES**

CERTIFICATE NUMBER: AGS CERTS (01.22)

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:			080878076	11/19/2021	11/19/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			019321961	11/19/2021	11/19/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR			ELD30002147801 (\$2M x \$1M)			EACH OCCURRENCE \$ 10,000,000
D	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			XSL00002DD (\$3M x \$2M) CXS00111700 (\$5M x \$5M)	11/19/2021	11/19/2022	AGGREGATE \$ 10,000,000 \$
E	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC600-00097-022-SZ	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
F	<b>1st &amp; 3rd Party Crime</b>			13BDDIT8512	11/24/2021	11/24/2022	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / 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 only when there is a written contract between the named insured and the certificate holder that requires such status.

**CERTIFICATE HOLDER****CANCELLATION**

City of North Las Vegas 2250 Las Vegas Blvd N North Las Vegas, NV 89030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  R.L. Ring, Jr./LINDS
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ACORD 25 (2014/01)

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INS025 (201401)

**ENDORSEMENT # 008**

**This endorsement, effective 12:01 AM 11/19/2021**

**Forms a part of policy no.: 080878076**

**Issued to: AMERICAN GUARD SERVICES, INC.**

**By: LEXINGTON INSURANCE COMPANY**

**ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**GUARDSECURE® SECURITY RELATED GENERAL AND PROFESSIONAL LIABILITY POLICY**

- A. Section II - Who Is An Insured** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" or "wrongful act".
- B.** The insurance provided to the above described additional insured under this endorsement is limited as follows:
- 1. COVERAGE A BODILY INJURY, PROPERTY DAMAGE AND PROFESSIONAL LIABILITY (SECTION I - COVERAGES)** only.
  2. The person or organization is only an additional insured with respect to liability arising out of "your work" or your "professional services".
  3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.
  4. This insurance does not apply to "bodily injury", "property damage" or "professional liability" arising out of:
    - a. "Your work" or your "professional services" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy; or
    - b. The sole negligence of the additional insured for its own acts or omissions or those of its employees or anyone else acting on its behalf.
  5. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether provided on a primary, excess, contingent or on any other basis, unless the written contract or written agreement with the additional insured specifically requires that this insurance be primary and non-contributory with any other insurance issued to the additional insured. In such case, this insurance shall be primary and non-contributory with any other insurance issued to the additional insured.

- C. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" or "wrongful act" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision may, at our option, result in the claim or "suit" being denied.

All other terms and conditions of the policy remain the same.



---

Authorized Representative



**ENDORSEMENT # 013**

**This endorsement, effective 12:01 AM 11/19/2021**

**Forms a part of policy no.: 080878076**

**Issued to: AMERICAN GUARD SERVICES, INC.**

**By: LEXINGTON INSURANCE COMPANY**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS- COMPLETED OPERATIONS**

(Based on CG 2037 04/13)

This endorsement modifies insurance provided by the following:

**COMMERCIAL GENERAL LIABILITY POLICY**

**SCHEDULE**

**Name of Additional Insured Person(s)  
or Organization(s)**

**Location of Completed Operations**

Where Required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**ENDORSEMENT # 008**

**This endorsement, effective 12:01 AM 11/19/2021**

**Forms a part of policy no.: 080878076**

**Issued to: AMERICAN GUARD SERVICES, INC.**

**By: LEXINGTON INSURANCE COMPANY**

**ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT ENDORSEMENT**

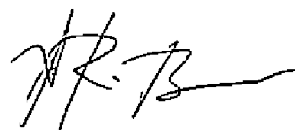
This endorsement modifies insurance provided under the following:

**GUARDSECURE® SECURITY RELATED GENERAL AND PROFESSIONAL LIABILITY POLICY**

- A. Section II - Who Is An Insured** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" or "wrongful act".
- B.** The insurance provided to the above described additional insured under this endorsement is limited as follows:
- 1. COVERAGE A BODILY INJURY, PROPERTY DAMAGE AND PROFESSIONAL LIABILITY (SECTION I - COVERAGES)** only.
  - The person or organization is only an additional insured with respect to liability arising out of "your work" or your "professional services".
  - In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.
  - This insurance does not apply to "bodily injury", "property damage" or "professional liability" arising out of:
    - a. "Your work" or your "professional services" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy; or
    - b. The sole negligence of the additional insured for its own acts or omissions or those of its employees or anyone else acting on its behalf.
  - Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether provided on a primary, excess, contingent or on any other basis, unless the written contract or written agreement with the additional insured specifically requires that this insurance be primary and non-contributory with any other insurance issued to the additional insured. In such case, this insurance shall be primary and non-contributory with any other insurance issued to the additional insured.

- C. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" or "wrongful act" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision may, at our option, result in the claim or "suit" being denied.

All other terms and conditions of the policy remain the same.

A handwritten signature in black ink, appearing to be "J.R. B.", written over a horizontal line.

Authorized Representative

**ENDORSEMENT # 009**

**This endorsement, effective 12:01 AM 11/19/2021**

**Forms a part of policy no.: 080878076**

**Issued to: AMERICAN GUARD SERVICES, INC**

**By: LEXINGTON INSURANCE COMPANY**

**PRIMARY AND NON CONTRIBUTORY ENDORSEMENT**

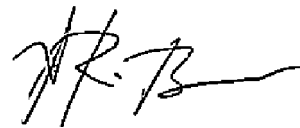
This endorsement modifies insurance provided by the policy:

**SCHEDULE**

**Name of Person or Organization**

Notwithstanding any other provision of the policy to the contrary, the insurance afforded by this policy for the benefit of the Additional Insured shown in the Schedule above shall be primary insurance, but only with respect to any claim, loss or liability arising out of the Named Insured's operations; and any insurance maintained by the Additional Insured shall be non-contributing.

All other terms and conditions of the policy remain the same.



---

**Authorized Representative**

**ENDORSEMENT # 007**

**This endorsement, effective 12:01 AM 11/19/2021**

**Forms a part of policy no.: 080878076**

**Issued to: AMERICAN GUARD SERVICES, INC.**

**By: LEXINGTON INSURANCE COMPANY**

**WAIVER OF SUBROGATION  
(BLANKET)**

It is agreed that we, in the event of a payment under this policy, waive our right of subrogation against any person or organization where the insured has waived liability of such person or organization as part of a written contractual agreement between the insured and such person or organization entered into prior to the "occurrence" or offense.

All other terms and conditions remain unchanged.



---

**Authorized Representative OR  
Countersignature (In states where applicable)**

## EXHIBIT B

### First Amendment

Please see the attached page(s).

## **FIRST AMENDMENT TO CITYWIDE SECURITY SERVICES AGREEMENT**

This First Amendment to Citywide Security Services Agreement (“First Amendment”) is made and entered into as of 01/09/2023 15:48:34 PST (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”), and American Guard Services, Inc., a California corporation (“Provider”; collectively, City and Provider will be referred to as the “Parties”).

### **WITNESSETH:**

WHEREAS, on November 28, 2022, City and Provider entered into the Citywide Security Services Agreement (“Original Agreement”), a copy of which is attached hereto as Exhibit A;

WHEREAS, the Parties wish to amend the background check language in Section 8.2 of the Original Agreement; and

WHEREAS, the Original Agreement shall be amended as described herein as of the Effective Date of this First Amendment.

NOW, THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

### **AGREEMENT**

1. Section 8.2 of the Original Agreement is hereby deleted in its entirety and replaced with the following language:

8.2. Provider hereby certifies that it has conducted, procured, or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Provider’s duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider’s employees, agents or subcontractors access to the City’s personnel, data, information, personal property, or real property where such individual does not meet the City’s background and security requirements, as determined by the City in its sole discretion.

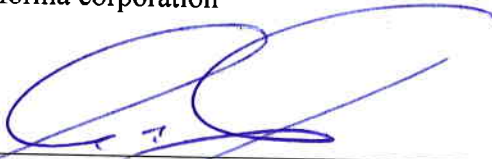
2. In all other respects, the Parties confirm and re-affirm the terms and provision of the Original Agreement.
3. For the purpose of this Amendment, the use of signatures via facsimiles, email, or other electronic medium shall have the same force and effect as original signatures.

**IN WITNESS WHEREOF**, the City and Provider have caused this First Amendment to be executed as of the day and year first above written.

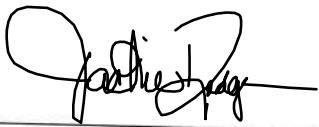
City of North Las Vegas,  
a Nevada municipal corporation

American Guard Services, Inc.,  
a California corporation


By:   
Ryann Juden, City Manager

By:   
Name: Gerald A. Gregory  
Title: Executive Vice President

Attest:

By:   
Jackie Rodgers, City Clerk

Approved as to form:

By:   
Micaela Rustia Moore, City Attorney



# BUSINESS LICENSE

City of North Las Vegas  
2250 Las Vegas Blvd. North, Suite 110  
North Las Vegas, NV 89030

Mailing Address:

**AMERICAN GUARD SERVICES INC  
1125 W 190TH ST #305  
GARDEMA, CA 90248**

In conformity with and subject to the provisions of the Ordinances of the City of North Las Vegas and the laws of the State of Nevada, license is hereby granted to operate the business described hereon:

License Number: **BUS-001935-2022** Expiration Date: **03/31/2023**

License Type: **BUSINESS**

Classification: **DETECTIVE AGENCY**

Business Location: **AMERICAN GUARD SERVICES INC  
2320 PASEO DEL PRADO STE 305  
LAS VEGAS, NV 89102**

Owner/Principal(s): **AMERICAN GUARD SERVICES INC**

CITY OF  
NORTH LAS VEGAS

*Your Community of Choice*



Marc Jordan  
Director of Land Development &  
Community Services

**This license is not transferable  
POST IN A CONSPICUOUS PLACE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2022

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.

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<b>PRODUCER</b> El Dorado Insurance Agency, Inc. El Dorado Sec Svcs Ins Agy 3673 Westcenter Drive Houston TX 77042	<b>CONTACT NAME:</b> Lindsey Paparello <b>PHONE (A/C, No, Ext):</b> (713) 521-9251 <b>FAX (A/C, No):</b> (713) 521-0125 <b>E-MAIL ADDRESS:</b> lpaparello@eldoradoinsurance.com														
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**COVERAGES****CERTIFICATE NUMBER:** AGS CERTS (01.23)**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Errors &amp; Omissions</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			080878076	11/19/2022	11/19/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			019321961	11/19/2022	11/19/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			HO22EXCZ0CNBHC (5M X 2)	11/19/2022	11/19/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC600-00097-023-SZ	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<b>1st &amp; 3rd Party Crime</b>			13BDDIT8512	11/24/2022	11/24/2023	Aggregate 2,000,000

**DESCRIPTION OF OPERATIONS / 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 only when there is a written contract between the named insured and the certificate holder that requires such status.

**CERTIFICATE HOLDER****CANCELLATION**

City of North Las Vegas 2250 Las Vegas Blvd N North Las Vegas, NV 89030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  R.L. Ring, Jr./LINDS
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ACORD 25 (2014/01)

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INS025 (201401)

**ENDORSEMENT # 013**

**This endorsement, effective 12:01 AM 11/19/2022**

**Forms a part of policy no.: 080878076**

**Issued to: AMERICAN GUARD SERVICES, INC.**

**By: LEXINGTON INSURANCE COMPANY**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS- COMPLETED OPERATIONS**

(Based on CG 2037 04/13)

This endorsement modifies insurance provided by the following:

**COMMERCIAL GENERAL LIABILITY POLICY**

**SCHEDULE**

**Name of Additional Insured Person(s)  
or Organization(s)**

**Location of Completed Operations**

Where Required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.



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**Authorized Representative**

**ENDORSEMENT # 008**

**This endorsement, effective 12:01 AM 11/19/2022**

**Forms a part of policy no.: 080878076**

**Issued to: AMERICAN GUARD SERVICES, INC.**

**By: LEXINGTON INSURANCE COMPANY**

**ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**GUARDSECURE® SECURITY RELATED GENERAL AND PROFESSIONAL LIABILITY POLICY**

- A. Section II - Who Is An Insured** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" or "wrongful act".
- B.** The insurance provided to the above described additional insured under this endorsement is limited as follows:
- 1. COVERAGE A BODILY INJURY, PROPERTY DAMAGE AND PROFESSIONAL LIABILITY (SECTION I - COVERAGES) only.**
  - 2.** The person or organization is only an additional insured with respect to liability arising out of "your work" or your "professional services".
  - 3.** In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.
  - 4.** This insurance does not apply to "bodily injury", "property damage" or "professional liability" arising out of:
    - a.** "Your work" or your "professional services" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy; or
    - b.** The sole negligence of the additional insured for its own acts or omissions or those of its employees or anyone else acting on its behalf.
  - 5.** Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether provided on a primary, excess, contingent or on any other basis, unless the written contract or written agreement with the additional insured specifically requires that this insurance be primary and non-contributory with any other insurance issued to the additional insured. In such case, this insurance shall be primary and non-contributory with any other insurance issued to the additional insured.

- C. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" or "wrongful act" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision may, at our option, result in the claim or "suit" being denied.

All other terms and conditions of the policy remain the same.



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Authorized Representative

**ENDORSEMENT # 009**

**This endorsement, effective 12:01 AM 11/19/2022**

**Forms a part of policy no.: 080878076**

**Issued to: AMERICAN GUARD SERVICES, INC**

**By: LEXINGTON INSURANCE COMPANY**

**PRIMARY AND NON CONTRIBUTORY ENDORSEMENT**

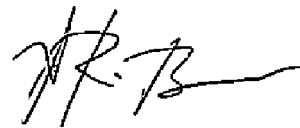
This endorsement modifies insurance provided by the policy:

**SCHEDULE**

**Name of Person or Organization**

Notwithstanding any other provision of the policy to the contrary, the insurance afforded by this policy for the benefit of the Additional Insured shown in the Schedule above shall be primary insurance, but only with respect to any claim, loss or liability arising out of the Named Insured's operations; and any insurance maintained by the Additional Insured shall be non-contributing.

All other terms and conditions of the policy remain the same.



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**Authorized Representative**

**ENDORSEMENT # 007**

**This endorsement, effective 12:01 AM 11/19/2022**

**Forms a part of policy no.: 080878076**

**Issued to: AMERICAN GUARD SERVICES, INC.**

**By: LEXINGTON INSURANCE COMPANY**

**WAIVER OF SUBROGATION  
(BLANKET)**

It is agreed that we, in the event of a payment under this policy, waive our right of subrogation against any person or organization where the insured has waived liability of such person or organization as part of a written contractual agreement between the insured and such person or organization entered into prior to the "occurrence" or offense.

All other terms and conditions remain unchanged.



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**Authorized Representative OR  
Countersignature (In states where applicable)**



## EXHIBIT C

### Scope of Services

Please see the attached page(s).



## AMERICAN GUARD SERVICES

(800) 441-1808

americanguardservices.com

National HQ : 1125 W. 190th St.

Los Angeles, CA 90248



Licensed  
Nationwide

August 13th, 2024

Attn: Bobby Mayes, CEM  
Deputy Director of Public Works  
2250 Las Vegas Blvd N Suite 200  
North Las Vegas, NV 89030

### Response to Request for Quote for North Las Vegas

American Guard Services, Inc. (AGS) has prepared the following quote for the City of North Las Vegas (NLV):

- ❖ For City Hall increase the weekly hours, adding an additional coverage equating to a total of 200 hours weekly as shown below.
- ❖ For Flood Channel Facilities increase to seven days per week, eight hours a day, 56 hours total, from 1 day per week, shown below.

The information provided hereafter is the quote utilizing the contracted rates from the City of North Las Vegas contract.

Personnel	Hourly bill rate	Weekly hours (additional)	Weekly cost	Annual Cost	Notes
<b>2024</b>					
Expanding coverage to four-armed security officers for City Hall from three armed security officers	\$ 27.80	40	\$1,112.00	\$32,025.60	Cost for 09/01/2024 to 03/12/2025; 27 weeks and 3 days
<b>2025: Year 3 is March 12, 2025 to March 12, 2026</b>					
Expanding coverage to four-armed security officers for City Hall	\$28.63	40	\$1,145.20	\$59,550.40	

from three armed officers					
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Personnel	Bill Rate	Weekly hours (additional)	Weekly cost	Annual Cost	Notes
<b>2024</b>					
Expanding armed security coverage from 8 hours weekly to 56 hours weekly for Flood Channel	\$33.20	48	\$1,593.60	\$43,824.00	Cost for 09/01/2024 to 03/12/2025; 27 weeks and 3 days
<b>2025: Year 3 is March 12, 2025 to March 12, 2026</b>					
Expanding armed security coverage from 8 hours weekly to 56 hours weekly for Flood Channel	\$34.19	48	\$1,641.12	\$85,338.24	

## Company Overview

AGS is a nationwide, woman-owned corporation, founded in 1997. For over 26 years, we have implemented all-encompassing security services across the United States for both government and commercial clients. Our provided services include but are not limited to the training, management, and deployment of licensed security personnel. AGS maintains regional and nationwide infrastructure, 6,000+ personnel, management expertise, geographical familiarity, demographical understanding, 24/7 National Dispatch Center and widespread resource personnel, and offices in key areas all committed to ensuring the optimal servicing of every contract through the proper provision of quality officers and resource support.



Should you require further information, please contact me at any time.

Respectfully,

**Gerald Gregory,**  
**Executive Vice President**  
**American Guard Services, Inc.**  
1125 W. 190<sup>th</sup> St  
Los Angeles, CA 90248  
(800) 441-1808  
[jgregory@americanguardservices.com](mailto:jgregory@americanguardservices.com)