

**FORMS**

**BID FORM**

Include this form in the response

RESPONDENT:

The undersigned, as Respondent, hereby declares and certifies that the only person(s) or entities interested in this bid as principal(s), or as persons or entities who are not principal(s) of the Respondent but are substantially involved in performance of the Work, is or are named herein, and that no person other than herein mentioned has any interest in this bid or in the Agreement to be entered into; that this bid is made without connection with any other person, company, or parties making a bid; and that this bid is in all respects fair and in good faith without collusion or fraud.

Respondent represents to the District that, except as may be disclosed in an addendum hereto, no officer, employee or agent of the District has any interest, either directly or indirectly, in the business of Respondent to be conducted under the Agreement, and that no such person shall have any such interest at any time during the term of the Agreement, should it be awarded to Respondent.

Respondent further declares that it has examined the Agreement and informed itself fully in regard to all conditions pertaining to this solicitation; it has examined the specifications for the Work and any other Agreement documents relative thereto; it has read all of the addenda furnished prior to the bid opening, as acknowledged below; and has otherwise satisfied itself that it is fully informed relative to the Work to be performed.

Respondent agrees that if its bid is accepted, Respondent shall contract with the District in the form of the attached Agreement, and shall furnish everything necessary to complete the Work in accordance with the time for completion specified in the Agreement, and shall furnish the required evidence of the specified insurance.

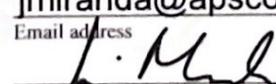
Acknowledgment is hereby made of the following addenda (identified by number) received:

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**APS Consultants Inc. dba American Protection Services & Investigations, Cert Florida State & Orlando MBE** 11-10-2023  
 Respondent (firm name) Date

401 w. Colonial Drive Ste 5, Orlando, FL 32804  
 Address

jmiranda@apsconsultantsinc.com  
 Email address

 407-250-5663  
 Signature Telephone number

Jose Miranda President & CEO  
 Typed name and title

**COST SCHEDULE**  
Include this form in the response

Bid to be opened at 2:00 p.m., November 15, 2023

To: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting bids for Unarmed Security Guard and Monitoring Services, subject to the terms and conditions of the Agreement, the undersigned proposes to perform the Work for the costs contained in the following schedule (fill in all blanks). The Agreement will be awarded to the lowest responsive and responsible Respondent for the Estimated Total Annual Cost (also known as the "Total Bid Cost"). Respondents should not have any expectation or promise as to the quantities of work that the District will require under this solicitation.

Security Personnel	Quantity	Estimated Annual Hours	Standard Billable Hourly Rate	Estimated Annual Cost
Security Site Supervisor	1	2,080	\$ 26.52	\$ 56,434.56
Security Officer	1	4,696	\$ 24.25	\$ 116,498.08
<b>ESTIMATED TOTAL ANNUAL COST*</b>				<b>\$ 172,932.64</b>

**\*THE ESTIMATED TOTAL ANNUAL COST IS CONSIDERED THE "TOTAL BID COST" AND WILL BE USED FOR BID AWARD PURPOSES ONLY. THE STANDARD BILLABLE HOURLY RATES WILL BE USED FOR THE FINAL CONTRACT COST SCHEDULE. THE RATES ABOVE SHALL INCLUDE THE CLOUD-BASED SECURITY GUARD MANAGEMENT PLATFORM.**

I HEREBY ACKNOWLEDGE, as Respondent's authorized representative, that I have fully read and understand all terms and conditions as set forth in this bid and upon award of such bid, shall fully comply with such terms and conditions.

APS Consultants Inc. dba American Protection Services  
& Investigations

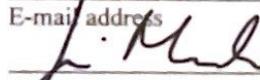
11-10-2023

Respondent (firm name)  
401 w. Colonial Drive Ste 5, Orlando, FL 32804

Date

Address  
jmiranda@apsconsultantsinc.com

E-mail address



407-250-5663

Signature  
Jose Miranda President & CEO

Telephone number

Typed name and title

CERTIFICATE AS TO CORPORATION

Include this form in the response

The below Corporation is organized under the laws of the State of Florida; is authorized by law to respond to this Invitation for Bids and perform all work and furnish materials and equipment required under the Agreement and is authorized to do business in the state of Florida.

Corporation name: APS Consultants Inc. dba American Protection Services & Investigations (APSI)

Address: 401 w. Colonial Drive Ste 5, Orlando, FL 32804

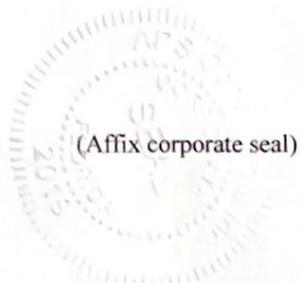
Registration No.: P19000017372

Registered Agent: Jose A. Miranda

By: Marcia Mott *Marcia Mott*  
Director

(Official title)

Attest: Jose A. Miranda *J. A. Miranda*  
(Secretary)



(Affix corporate seal)

The full names and business or residence addresses of persons or firms interested in the foregoing bid as principals or officers of Respondent are as follows (specifically include the President, Secretary, and Treasurer and state the corporate office held of all other individuals listed):

Jose Miranda / CEO, 401 w. Colonial Drive Ste 5, Orlando, FL 32804

Marcia Mott, V.P. / Director, 401 w. Colonial Drive Ste 5, Orlando, FL 32804

Identify any parent, subsidiary, or sister corporations involving the same or substantially the same officers and directors that will or may be involved in performance of the Project, and provide the same information requested above on a photocopy of this form.

N/A

If applicable, attach a copy of a certificate to do business in the state of Florida, or a copy of the application that has been accepted by the state of Florida to do business in the state of Florida, for the Respondent and/or all out-of-state corporations that are listed pursuant to this form.

AFFIDAVIT AS TO NON-COLLUSION AND CERTIFICATION OF MATERIAL CONFORMANCE WITH SPECIFICATIONS  
Include this form in the response

STATE OF Florida  
COUNTY OF Orange

I, the undersigned, Jose A. Miranda being first duly sworn, depose and say that:

1. I am the owner or duly authorized officer, representative, or agent of:  
APS Consultants Inc. dba American Protection Services & Investigations  
the Respondent that has submitted the attached bid.
2. The attached bid is genuine. It is not a collusive or sham bid.
3. I am fully informed respecting the preparation and contents of, and knowledgeable of all pertinent circumstances respecting the attached bid.
4. Neither 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 Agreement for which the attached bid has been submitted, or to refrain from bidding in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any other Respondent, firm, or person to fix the price or prices in the attached bid of any other Respondent, or to fix any overhead, profit, or cost element of the bid prices or the bid price of any other Respondent, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the District or any other person interested in the proposed Agreement.
5. The price(s) quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
6. No official or other officer or employee of the District, whose salary or compensation is payable in whole or in part by the District, is directly or indirectly interested in this bid, or in the supplies, materials, equipment, work, or labor to which it relates, or in any of the profits therefrom.
7. Any materials and equipment proposed to be supplied in fulfillment of the Agreement to be awarded conform in all respects to the specifications thereof. Further, the proposed materials and equipment will perform the intended function in a manner acceptable and suitable for the intended purposes of the District.

Signature: [Handwritten Signature]

Title: President & CEO

Subscribed and sworn to before me by means of  physical presence or  online notarization, this 10<sup>th</sup> day of November, 2023.

Notary Public, state of Florida at Large

My commission expires: 03/29/2027

(SEAL)



Personally known OR  Produced identification, Type of Identification Produced: Florida Driver's License

QUALIFICATIONS — GENERAL  
Include this form in the response

As part of the submittal, Respondent shall complete the following so that the District can determine Respondent's ability, experience, and facilities for performing the Work.

Name of Respondent: APS Consultants Inc. dba American Protection Services & Investigations (APSI)

Year company was organized/formed: 3 / 2019

Number of years Respondent has been engaged in business under the present firm or trade name: 4.8 Yrs.

Total number of years Respondent has experience providing security guard services as described in the INSTRUCTIONS TO RESPONDENTS: 30 Yrs.

Has Respondent previously been engaged in the same or similar business under another firm or trade name? If so, please describe each such instance.

Andy Frain Services, Orlando FL - Orlando Venues Security Mgr. 2017 - 2020 / Andy Frain Services, Illinois, 2008 - 2016, worked 5 different FedEx stations, Security Mgr.

Premier Security, FL 2016 - 2017, Regional Security Mgr. Many commercial & residential props & FDOT rest areas.  
Securatex, IL 2012 - 2016, Security Operations Mgr. many commercial office buildings & residential prop

Has Respondent ever been adjudicated bankrupt, initiated bankruptcy, or been the subject of bankruptcy proceedings on behalf of the current entity submitting this bid or a prior entity that Respondent substantially operated or controlled? If yes, please describe the nature and result of those proceedings and the entity involved.

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe the background/experience of the person or persons who will be primarily responsible for directing the Work that will be performed pursuant to this bid. This inquiry is intended to encompass the project manager and/or superintendent who will be engaged on a daily basis in directing performance of the Work.

Mgr. Andrew Cohen. Prior to working with APSI, Security at Lockheed Martin, current Dept of Defense security clearance. Walt Disney World Security Investigator, 6 / 90 - 9 / 07 (Retired). Wicklander Zulauski Interview & Interrogation Multi - Certs. Park & Resort Security Operations Relief Mgr., Loss Prevention and Investigations trainer. NYC Police Dept, Law Enforcement, Covert escorts of high-ranking U.S. Diplomats. Assigned to the BSTF (Brooklyn South Task Force) Assigned to Street Crime Division - Auto Crime Unit. Certifications, HR, Labor Relations, Legal and Safety (Florida, 2006) Threat Assessment Workshop (Florida, 2005)  
Education, Queensboro Community College - B.A. Business Law, Queens NY.

## QUALIFICATIONS — SIMILAR PROJECTS

Include this form in the response

Respondent (or a combination of the firm, individual, or project manager assigned to the work) must have successfully completed three projects of a similar nature (providing unarmed security guard services) in the past three years. Each project shall have had an annual project value of at least \$75,000.

**Completed Project 1:**Agency/company: Orlando Magic NBA Basket TeamCurrent contact person at agency/company: David PainterTelephone: 407-916-2729 E-mail: dpainter@orlandomagic.comAddress of Project completed: 66 w. Division Ave. Orlando FL 32805Total annual value of this Project: \$ 990,000Start date: 7/2022 Completion date: 10/2025  
(month/year) (month/year)

Description of work involving unarmed security guard services for this company:

24hr. General office / sports complex building security services, access control, patrols. with digital check points and electronic reports. CCTV monitoring, alarm response, and more.

Name(s) of assigned personnel:

Respondent's Project manager: Mgr. C. DiazOthers: 16 licensed security officers**Completed Project 2:**Agency/company: Andy Frain ServicesCurrent contact person at agency/company: Nichole JordanTelephone: Please email for phone # E-mail: njordan@andyfrain.comAddress of Project completed: 400 W Church St, Orlando, FL 32801Total annual value of this Project: \$ 110,000Start date: 5/2019 Completion date: 8/2027  
(month/year) (month/year)

Description of work involving unarmed security guard services for this company:

Security screen, monitor and assist all patrons as they enter one of the City of Orlando Entertainment Venues. Patrol assigned areas during events monitoring people activities. Respond to all calls for assistance, medical, safety, alarms, and when security may be needed

Name(s) of assigned personnel:

Respondent's Project manager: Jose A. MirandaOthers: 5 to 30 Licensed security officers, varies on sporting or entertainment event.

QUALIFICATIONS. — SIMILAR PROJECTS (continued)  
Include this form in the response

**Completed Project 3:**

Agency/company: Allied Universal Security

Current contact person at agency/company: Hareton "Harry" Tejada

Telephone: 689-799-2293 E-mail: Hareton.Tejada@aus.com

Address of Project completed: 201 S Orange Ave Orlando, FL 32801

Total annual value of this Project: \$ 169,000

Start date: 3/2022 Completion date: 3/2025  
(month/year) (month/year)

Description of work involving unarmed security guard services for this company:  
Our staff provides safety services to multiple commercial and business locations throughout the downtown Orlando and adjacent area neighborhoods. In partnership with Allied under a city contract we deploy staff to ensure safety, vigilance and information services to residents, visitors and business owners who may be looking for or who are in need of a variety of city services.

Name(s) of assigned personnel:

Respondent's Project manager: Jose A. Miranda

Others: 3 FTE and 3 fill in staff

## QUALIFICATIONS — CLIENT REFERENCE

Include this form in the response

Respondent must provide three client references. At least two of the client references must be from the similar projects listed in response to QUALIFICATIONS. — SIMILAR PROJECTS. No more than one of the client references may be from similar work successfully completed for the District. If a successfully completed project for the District is cited, do not request a letter from District staff.

**Client Reference 1:**Agency/company: Orlando Magic NBA Basket TeamCurrent contact person at agency/company: David PainterTelephone: 407-916-2729 E-mail: dpainter@orlandomagic.comAgency/Company Address: 66 w. Division Ave. Orlando FL 32805Name of project: Office Building & Training Center SecurityDescription: 24hr. General office / sports complex building security services, access control, patrols with digital check points and electronic reports. CCTV monitoring, alarm response, and more.Project value: \$990,000 Project manager: Mgr. C. Diaz**Client Reference 2:**Agency/company: Andy Frain ServicesCurrent contact person at agency/company: Nichole JordanTelephone: Please email for phone # E-mail: njordan@andyfrain.comAgency/Company Address: 400 W Church St. Orlando, FL 32801Name of project: City of Orlando VenuesDescription: Security screen, monitor and assist all patrons as they enter one of the City of Orlando Entertainment Venues. Patrol assigned areas during events monitoring people activities. Respond to all calls for assistance, medical, safety, alarms, and when security may be needed.Project value: \$100,000 Project manager: Jose A. Miranda**Client Reference 3:**Agency/company: Allied Universal SecurityCurrent contact person at agency/company: Hareton "Harry" TejadaTelephone: 689-799-2293 E-mail: Hareton.Tejada@aus.comAgency/Company Address: 201 S Orange Ave Orlando, FL 32801Description and types of aerial herbicide application work performed: Our staff provides safety services to multiple commercial and business locations throughout the downtown Orlando and adjacent area neighborhoods. In partnership with Allied under a city contract we deploy staff to ensure safety, vigilance and information services to residents, visitors and business owners who may be looking for or who are in need of a variety of city services.Project value: \$169,000 Project manager: Jose A. Miranda

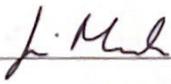
## DRUG-FREE WORKPLACE FORM

This form required only in the event of a tie response

The Respondent, (business name) APS Consultants Inc. dba American Protection Services & Investigations (APSI), in accordance with §287.087, Fla. Stat., hereby certifies that Respondent does the following:

1. Informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations
2. Publishes a statement notifying employees that
  - a. the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against its employees for violations of such prohibition.
  - b. as a condition of working on the contractual services that are the subject of this solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Fla. Stat., or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
3. Gives each employee engaged in providing the contractual services that are the subject of this solicitation a copy of the statement specified in paragraph 2, above.
4. Imposes a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee convicted of a violation listed in sub-paragraph 2.b., above.
5. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of §287.087, Fla. Stat.

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

By: Jose A. Miranda 

Title: President / CEO

Date: 11-10-2023

NO RESPONSE FORM  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
INVITATION FOR BIDS 39294

Your reasons for not responding to this Invitation for Bids are valuable to the St. Johns River Water Management District's procurement process. Please complete this form and return it to the Office of Financial Services no later than the date set for receipt of bids. Thank you for your cooperation.

Please check (as applicable):

- Specifications too "general" (explain below)
- Insufficient time to respond to the solicitation
- Do not provide this type of work for this project
- Schedule would not permit us to perform
- Unable to meet solicitation specifications
- Specifications unclear (explain below)
- Disagree with solicitation or Agreement terms and conditions (explain below)
- Other (specify below)

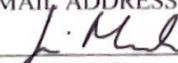
Remarks: N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11-10-2023  
DATE

APS Consultants Inc. dba American Protection Services & Investigations (APSI)  
RESPONDENT (FIRM NAME)

401 w. Colonial Drive Ste 5, Orlando, FL 32804  
ADDRESS

jmiranda@apsconsultantsinc.com  
EMAIL ADDRESS

                      Jose A. Miranda, President / CEO  
SIGNATURE    TYPED NAME AND TITLE

407-250-5663  
TELEPHONE NUMBER

**AGREEMENT BETWEEN THE  
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
AND APS Consultants Inc. FOR  
UNARMED SECURITY GUARD AND MONITORING SERVICES**

THIS AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose address is 4049 Reid Street, Palatka, Florida 32177-2571, and <sup>APS Consultants Inc. dba American</sup> Protection Services & Investigations ("Contractor"), whose address is 401 w. Colonial Drive Ste 5, Orlando, FL 32804. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

In consideration of the payments hereinafter specified, Contractor agrees to furnish and deliver all materials and perform all labor required for 39294, Unarmed Security Guard and Monitoring Services (the "Work"). In accordance with IFB 39294, Contractor shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (1) advertisement for bids, proposals, or qualifications; (2) Instructions to Respondents; (3) addenda; certifications, and affidavits; (4) bid, proposal, or qualifications submittals; (5) Agreement, including the Statement of Work, and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the body of this Agreement shall prevail. This Agreement, including attachments, shall take precedence over all solicitation documents (items 1 – 4). The parties hereby agree to the following terms and conditions.

**1. TERM**

- (a) The term of this Agreement shall be from January 1, 2024 (Effective Date) to the Completion Date. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.
- (b) **Completion Date.** The Completion Date of this Agreement is September 30, 2027, unless extended by mutual written agreement of the parties. The Work shall be completed in accordance with the time frames in the Statement of Work but no late than the Completion Date.
- (c) This Agreement may be renewed for two additional 12-month terms by the mutual and written consent of each party.

**2. DELIVERABLES**

- (a) The Work is specified in the Statement of Work, Attachment A. Contractor shall deliver all products and deliverables as stated therein. Contractor is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Contractor shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Work. The District's Project Manager shall make a final acceptance inspection of the deliverables when completed and finished in all respects.
- (b) If not otherwise addressed in the Statement of Work, upon written request, Contractor shall submit written progress reports to the District's Project Manager at the frequency requested in the form approved by the Project Manager at no additional cost to the District. The progress report shall provide an updated progress schedule, taking into account all delays and approved changes in the Work. Failure to provide a progress report will be cause to withhold payment.

3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.

#### 4. FUNDING OF AGREEMENT

(a) For satisfactory performance of the Work, the District agrees to pay Contractor according to the Cost Schedule set forth in the Statement of Work, a sum not to exceed \$647,987.94 (the "Total Compensation"). The amount expended hereunder shall be paid in accordance with and subject to the following multi-year funding allocations for each District fiscal year:

Fiscal Year: January 1, 2024 – September 30, 2025	Amount: .....\$302,122.66
Fiscal Year: October 1, 2025 – September 30, 2026	Amount: .....\$172,932.64
Fiscal Year: October 1, 2026 – September 30, 2027	Amount: .....\$172,932.64

Funding for each applicable fiscal year is subject to District Governing Board budgetary appropriation.

(b) **Annual budgetary limitation.** For multi-fiscal year agreements, the District must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If Contractor anticipates that expenditures will exceed the budgeted amount during any fiscal year, Contractor shall promptly notify the District's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the District to receive this request is August 1 of the then-current fiscal year. The District may in its sole discretion prepare a District Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).

#### 5. PAYMENT OF INVOICES

- (a) Contractor shall submit itemized invoices on a monthly basis by one of the following two methods: (1) by email to acctpay@sjrwm.com (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary, for audit purposes, Contractor shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice for Work completed as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice for Work completed as of September 30, Contractor shall submit, prior to October 30, a description of the additional Work completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Contractor shall submit a description of the Work completed on the project through September 30 and a statement estimating the dollar value of that Work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the**

or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

**39. USE OF COMPLETED PORTIONS OF THE WORK.** The District shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or such portions may not have expired. Such taking of possession and use will not be deemed an acceptance of any Work not completed. If such possession and use increases the cost of or delays the Work, Contractor shall be entitled to a Change Order for extra compensation, or extension of time, as necessary, to offset the effect of such prior possession and use.

**40. WORK SCHEDULE.** The District Project Manager shall approve the dates and times of the Work.

**IN WITNESS WHEREOF**, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, or duly authorized designee, and Contractor has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER  
MANAGEMENT DISTRICT

CONTRACTOR

By: \_\_\_\_\_  
Mary Ellen Winkler, J.D., Assistant Executive Director

By: J. Miranda  
\_\_\_\_\_  
Jose A. Miranda, President / CEO  
Typed Name and Title

Date: \_\_\_\_\_

Date: 11-10-2023

- Attachments:
- Attachment A – Statement of Work/Armed Security Guard Specifications
  - Attachment B – Insurance Requirements
  - Attachment C – District’s Supplemental Instructions (sample)

Type text here

- The District reserves the right to delete the number of regular hours, or request additional hours of security guard services as the District may deem necessary upon reasonable notice to Contractor
- Compensation for additions and/or deletions to these services shall be at the contract hourly rate stated in the Cost Schedule below
- Any overtime hours not prior approved by the District’s project manager shall be the Contractor’s responsibility

**V. TIMEFRAMES & DELIVERABLES**

The contract term shall be January 1, 2024, through September 30, 2026, with the option of two, 12-month renewable terms.

**VI. COST SCHEDULE**

Payments shall be made monthly upon completion of work and approval of invoice by District’s Project Manager. The following represents the hourly rates for the services to be provided:

Security Personnel	Quantity	Estimated Annual Hours	Standard Billable Hourly Rate
Security Site Supervisor	1	2,080	\$26.52
Security Officer	1	4,696	\$24.25

**The rates above shall include the Cloud-Based Security Guard Management Platform.**

The Contractor shall make Security Guard Services available to the District based on established scheduled hours for the proposed length of the Contract. Security Guards are not to work more than 40 hours in a workweek, unless overtime is requested and authorized in advance by the District. For authorized overtime work, the District may be invoiced up to one and one-half times the applicable contracted hourly rate. The Contractor will not invoice the District for unauthorized overtime hours worked and will be financially responsible for any additional compensation owed to an individual for overtime hours worked, beyond that invoiced to the District, in accordance with the Fair Labor Standards Act as set forth in 29 U.S.C. Chapter 8. This includes when Contractor employees are called in by Contractor to re-staff vacated shifts that do not have a permanent Security Guard stationed.