

A & Associates , Inc.

Bid Contact **EVELYN Y LOONEY**
evelyn@associatestaffing.com
Ph 561-533-5303

Address **951 Sansbury's Way**
West Palm Beach, FL 33411

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
12435-315--01-01	12435-315 Security Guard Services : Refer to Section VI: Cost Proposal Page	Supplier Product Code:	First Offer -	1 / each	Y	Y
Supplier Total						\$0.00

A & Associates , Inc.

Item: **12435-315 Security Guard Services : Refer to Section VI: Cost Proposal Page**

Attachments

A Associates Response to RFP 12435-315 for Security Guard Services.pdf



A & Associates, Inc.

"Quality in Everything We Do"

PREPARED FOR:



THE CITY OF FORT LAUDERDALE, FLORIDA
Procurement Services
Room 619, City Hall
100 N. Andrews Avenue
Fort Lauderdale, Florida 33301

**PROPOSAL FOR
SECURITY GUARD SERVICES
RFP NO.: 12435-315**

SUBMITTED BY:

A & ASSOCIATES, INC.

Mr. Andrew Luchey, President
951 Sansbury's Way, Suite 203
West Palm Beach, FL 33411
Phone: (888) 402-2950
Fax: (888) 402-2951
www.AssociateStaffing.com



RFP DEADLINE:

Wednesday, October 28, 2020
On or Before 2:00 PM

A & ASSOCIATES RESPONSE TO
THE CITY OF FORT LAUDERDALE, FLORIDA
RFP NO.: 12435-315 FOR SECURITY GUARD SERVICES

**A & ASSOCIATES RESPONSE TO
THE CITY OF FORT LAUDERDALE, FLORIDA
REQUEST FOR PROPOSALS (RFP) NO.: 12435-315 FOR
SECURITY GUARD SERVICES**

BIDDER INFORMATION SHEET

TODAY'S/PREPARATION DATE:

Tuesday, October 27, 2020

BID INFORMATION

RFP Subject: Security Guard Services

RFP No.: 12435-315

RFP Due Date & Time: Wednesday, October 28, 2020 on or before 2:00 PM

PREPARED FOR:

The City of Fort Lauderdale, Florida

Procurement Services

Room 619, City Hall

100 N. Andrews Avenue

Fort Lauderdale, FL 33301

PREPARED BY (Proposers Information):

A & Associates, Inc.

Ms. Evelyn Looney, VP

951 Sansbury's Way, Suite 203

West Palm Beach, FL 33411

Phone: (888) 402-2950

Fax: (888) 402-2951

Email: Evelyn@AssociateStaffing.com

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 Active Status Page from Division of Corporations – Sunbiz.org

Tuesday, October 27, 2020

The City of Fort Lauderdale, Florida
Procurement Services
Room 619, City Hall
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

Subject: **EXECUTIVE SUMMARY**

Dear City of Fort Lauderdale:

A & Associates is pleased to present The City of Fort Lauderdale (hereinafter referred to as: the City) with information related to its need for Security Guard Services. We understand the security and safety requirements the City faces, and we recognize the unique opportunity to provide affordable solutions. While you assess the contents of our response, you will recognize that we declare and undeniably aspire to obtain this business. We encompass the dedication and capacity to provide you with world-class services you will be pleased with.

We are uniquely qualified to deliver contracted security guard services to the City. As an original licensed Security Guard Agency in the State of Florida since 2003, we will effectively staff the City's various properties with ready-to-work Security Officers. We are just the right size to implement and direct your specific security and safety initiatives. Essentially, we have extensive experience in Florida. Our clients include institutions, like: The School District of Palm Beach County, Orange County Public Schools, The City of Orlando, The National Football League, and many more. Our experience has allowed us to develop policies and procedures to address security challenges such as, availability of staff, emergency response planning and coordination with local law enforcement which A & Associates will manage for the City.

Organized under professional administration as a monetarily secure corporation; trust the enclosed response to confirm with conviction our capacity to provide services to the City. We understand the success of our company is contingent on our ability to recruit and place the most talented and capable Security Officers into assignments with the City. We also realize the importance to support and consistently engage with assigned Security Officers to ensure they continue to meet the requirements of the various sites. By duly examining your requirements, we are confident that our proposed services will effectively address your needs. Our goal is to fulfill the specific responsibilities outlined in our proposal at a very competitive cost. A & Associates will put your arrangements into action without wasting time, money, or manpower. We will supply the services you demand with proficiently qualified, accountable, associates who execute the functions you expect with a professional approach.

Below we have included specific information outlined in the RFP to be included within the Executive Summary:

ITEM	DESCRIPTION
Business Entity:	A & Associates, Inc. (DBA: A&A Security)
Background:	<p>Founded in 2003, A & Associates is an American-owned State-wide Security Guard Agency. We currently employ over five hundred (500) employees through our privately held and managed corporation. Our original business model was based on strong core values, a high level of professionalism, and the dedication to providing excellent service. Since commencement of our agency, A & Associates has been focused on developing long-term partnerships with clients like the City. Government agencies, sports leagues, private corporations, and elite associations have hired A & Associates to assist with successfully implementing a Security and Safety Guard Service Program.</p> <p>Thanks to our quality services, competitive rates and experienced staff, A & Associates expanded in 2009. Building on our proven business model, we successfully opened branch offices throughout the State, including locations in Broward County and Miami-Dade County. The success of each office in their respective regional locations led A & Associates to expand for a third time in 2010. We opened a 501c3 (non-profit), A&A Workforce, which has provided Class D Security Guard Training to disadvantaged people who want to work in the industry. In addition, A&A Workforce provides a myriad of security guard support services, including, but not limited to, work readiness, CPR training and job placement. Many of the individuals we serve, through this nonprofit, are from underserved communities with limited education and resources. We do this as a give back to our community.</p> <p>Over the years, A & Associates has strengthened its task force and acquired an extensive portfolio of diverse and large projects including services rendered to school districts, municipalities, elite corporations, and not-for-profit entities. Our management team is phenomenal in keeping careful surveillance and providing adequate support and feedback to staff. Our relationships with local, state, and federal agencies make for a less stressful licensure process as we keep current with the latest Chapter 493 regulations with respect to such issues that impact all of our clients. A & Associates has the expertise that encompasses all phases of providing quality security services our customers can depend on.</p> <p>We competently and successfully complete projected goals by first taking the time to understand and simplify the complex administration of our client programs. We educate our team regularly and keep them abreast the intimate knowledge of safety methods, technology, and historical security-related scenarios for a wide range of individual activities. We also</p>

	<p>take cost-cutting measures into account, allowing us to make adequate preparations for conducting multiple activities concurrently. Furthermore, we never neglect to account for the impact of weather, labor relations, subcontractor qualifications and productivity, personnel availability, and a host of other factors, as our goal is to reduce the potential risk of having to correct or account for deficits.</p> <p>As you can see, we bring innovation, competency, and extraordinary talent to the table.</p>	
Main/Corporate Office:	951 Sansbury's Way, West Palm Beach, FL 33411	
Service Office Location:	9684 Pines Boulevard, Pembroke Pines, FL 33024	
Key Manager's & Location:	Mr. Andrew Luchey, Project Manager Mrs. Gail Luchey, Project Manager Ms. Evelyn Looney, Compliance Mr. Peter Rossi, Assistant Project Manager Mr. Sebastian Thelisma, Supervisor	Corporate Office Corporate Office Corporate Office Service Location Service Location

Please ponder this response delicately to validate our ability to fulfill the specific items the City is seeking. Additional inquiries which develop subsequent to the evaluation of this response should be directed to our office. We will be delighted to address your questions or submit additional information. Please submit your inquiries to any of the following authorized agency representatives:

Ms. Evelyn Looney, Vice President

Corp: 951 Sansbury's Way, West Palm Beach, FL 33411

Phone: (888) 402-2950

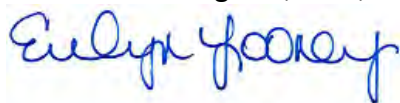
Fax: (888) 402-2951

Cell Phone: (214) 425-9595

Email: Evelyn@associatestaffing.com

We acknowledge each addendum issued by the City with this RFP. In addition, we agree and will perform in accordance with all terms, conditions, and provisions included in the RFP. This response is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

With Kindest Regards, I Am,



Ms. Evelyn Looney, Vice President

A & Associates

COMPANY HISTORY AND STRUCTURE

COMPANY LEGAL DESCRIPTION:	
Legal Name of Firm:	A & ASSOCIATES, INC.
Owner:	MR. ANDREW LUCHEY
Owner Title:	PRESIDENT
Owner Phone:	888-402-2950
Owner Email:	LUCHEY@ASSOCIATESTAFFING.COM
Owner Address:	CORP OFFICE: 951 SANSBURY'S WAY, WEST PALM BEACH, FL 33411
Telephone Number:	888-402-2950
Fax Number:	888-402-2951
Website Address:	WWW.ASSOCIATESTAFFING.COM
Incorporation Date:	OCTOBER 2003
Incorporation State:	FLORIDA
Parent Company:	NOT APPLICABLE
Years in Business:	+ SEVENTEEN (17) YEARS
Minority Designation	SMALL/MINORITY BUSINESS ENTERPRISE
Vision Statement:	"QUALITY IN EVERYTHING WE DO"

ADDITIONAL AUTHORIZED REPRESENTATIVE(S):	
Name:	MS. EVELYN LOONEY
Title:	VICE PRESIDENT
Address:	CORP OFFICE: 951 SANSBURY'S WAY, WEST PALM BEACH, FL 33411
Telephone Number:	888-402-2950
Fax Number:	888-402-2951
Email Address:	EVELYN@ASSOCIATESTAFFING.COM

SERVICE LOCATIONS:	
Locations:	2-OFFICES (BROWARD, PALM BEACH)
Location One (1) – Local Office:	BROWARD OFFICE: 9684 PINES BLVD, PEMBROKE PINES, FL 33024
Location Two (2) – Existing:	CORPORATE OFFICE: 951 SANSBURY'S WAY, WEST PALM BEACH, FL 33411

A & Associates has extensive experience and understanding of the security and safety industry and provides services on a wide range of projects. We have a history of successfully working with some of the region's largest municipalities and government agencies. We work with our clients to produce civilly-friendly and cost-effective security guard solutions. Our pragmatic approach to every stage in providing our quality service renders positive results and a functional system to fulfill our contractual obligations. As a multi-discipline provider and consulting firm we fulfill some of the most challenging projects in South Florida. Our forward-

thinking and client-focused services set A & Associates apart from the competition. We are proud of our more than five hundred (500) employees, state-wide, with a 90% repeat customer base.

A & Associates is not your ordinary security guard agency. Our Principal and Managers have over sixty (60) years of combined experience. In that time, they have undertaken key roles in a diverse range of school district projects. Our managerial team puts theory into practice and creates solutions customers appreciate. Our team of managers has an excellent track record of delivering quality services for government agencies. We are highly organized and always professional. We address shortcomings immediately to ensure we remain in compliance with all contractual obligations. Major initiatives have been taken within A & Associates in recent years to increase technical capabilities. Our initiatives required substantial capital investment to improve the management practices put into place to safeguard customer property and valuables. Our practical security guard solutions will allow the City to maximize production potential and assist with ensuring an efficient/safe operation.

FIRM & STAFF QUALIFICATIONS

A & Associates employs high quality, professional Security Officers to perform duties in a manner consistent with the highest standards for security services prevailing in the industry. As a licensed agency our focus is people. We strive to identify, screen, and support the highest quality of Security Officers to match these individuals with clients in need of security support. Understanding the City's unique security guard needs and then supplying the City with the quality services is what sets us apart from the competition.

Our firm can be characterized by our high operating standards, 50+ years of combined security experience, flexibility, attention to details, participative management style and problem-solving orientation. As one of the finest security companies in the State of Florida, we stand behind our Officers and appropriately match them to specific job sites which they are qualified for. For more than fifteen (15) years, we have worked in partnership with government agencies managing security, crowd and parking for hundreds of assignments and paying millions of dollars in wages. In this time, we have been effective in building a business that is ranked among the top ten (10) MBE Security Agencies (size standards) in South Florida.

On-going Similar Experience

A & Associates is proud to serve as the trusted choice of individuals and businesses for Security Guard Services throughout the State of Florida. With over seventeen (17) years as a recognized industry leader, A & Associates is large enough to satisfy the needs of hundreds of security guard placements, yet small enough to give you the tailored service you expect and deserve. We have experience working with large and small school districts, county, and city municipalities as well as federal government agencies. Please note our similar experience below:

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PLEASE CONTINUE TO THE FOLLOWING PAGES

ON-GOING SIMILAR EXPERIENCE			
AGENCY	ASSIGNMENT	# OF SECURITY OFFICERS	ASSIGNMENT DETAILS
The National Football League	NFL Super Bowl (2010 and 2019)	100 + Class D Security Officers	A & Associates worked as a sub-contractor with County Management through the NFL to staff licensed Security Officers for two Super Bowl events at Hard Rock Stadium in Miami.
Andy Frain	NFL Pro Bowl (2015 - Present)	75+ Class D Security Officers	A & Associates works as a sub-contractor with Andy Frain through the City of Orlando to provide licensed Security Officers for the NFL Pro Bowl. The game is held in Orlando each year.
Orange County Public Schools	Weapon Screening Event	100 + Class D Security Officers	A & Associates works with this District to facilitate random school-based screenings of students entering school. This entails staffing 50+ Security Officers to check bags, physically screen students, direct the flow of student crowds, control school perimeter and assist the District identifying students with contraband.
City of Delray Beach	Chris Everett Pro/Celebrity Tennis Tournament	25+ Class D Security Officers	A & Associates provided unarmed guards, bag checkers, supervisors, equipment and other supplies and services necessary to provide all-inclusive special event security services
Elite	Miami Dolphins Football Games	100 + Class D Security Officers	A & Associates worked through Elite with the Miami Dolphins to provide licensed Security Officers for football games.

With our long outstanding records of accomplishments, we have the means and infrastructure to provide a quality security services to the City. Our team has demonstrated with varying degrees of expertise, the ability to administer and provide a security guard program to similar agencies. Our staff has extensive experience and we have established service models, including the methods of coordinating various tasks with Security Officers, guidelines for monitoring and tracking customer services and outcome data, as well as evidence-based procedures for handling emergencies. We have a proven track record in adhering to solid operational practices, maintaining accountability, retaining adequate liability insurance coverage, and preserving financial judgment.

A & Associates employs high quality, professional Security Officers to perform duties in a manner consistent with the highest standards for security and protection services prevailing in the industry. Services rendered will include, but not be limited to the following:

- *Effective Communication:* All security personnel assigned to the City will be able to read, understand and follow the specific Post Orders they are assigned. Security officers are required to provide accurate information to clients and customers of the City. All Security Officers must be able to communicate effectively both orally and in writing.
- *Attention to Surroundings:* Security officers will remain alert and pay attention to surroundings. In addition to inspecting City facilities for security reasons, Security Officers will report safety hazards and conditions requiring repairs to facility management when working on City sites.
- *Screening of Visitors:* Security officers will request identification from persons entering City facilities when required by Post Orders.
- *Enclosed Areas:* Security officers will rove and patrol the City property on foot or via vehicle. Roving Security Officers will cover all City buildings within the Park perimeter including, parking areas, stairwells, and hallways. Security personnel will continually check stairwells and recessed hiding places on a scheduled basis to deter a potential security breach.
- *Mandatory Post Coverage:* Security officers will not leave their assigned post unattended at any time unless relief is provided.

To ensure a sound opportunity for success, we will use evidence-based practices such as recruiting, conducting necessary assessments, facilitating the connection of ongoing support services, implementing employee productivity incentives and providing continuous constructive feedback to our customers and Security Officers to fulfill our assignments. Our guards are continually evaluated and screened for other factors and requirements such as reliability, congeniality, responsiveness, acceptance of responsibilities and the ability to perform with minimal supervision.

A & Associates has been successfully meeting our daily goals due to our adherence in keeping with strict methods of conducting our responsibilities. Our security guards set the standards for professionalism and excellence. Plus, we take great care in providing officers with the necessary training and job development that enables them to conduct their jobs competently and successfully, as stipulated in the bid. A & Associates management team takes a cost-effective approach and capitalizes off of the benefits gained from developing and implementing innovative, efficient plans and best practices. On top of all our careful planning and preparation, our management team constantly edifies ourselves in order to improve the accuracy of various projected factors such on all assignments.

Agency Licensing



A & Associates has extensive licensing in State of Florida to work as a competent Security Guard Agency. We guarantee all Security Officer personnel will encompass the licenses to perform security guard services under this contract. In addition, we will stay committed to maintaining Agency licensure as well. This will ensure no interruption of services for the City.

A & Associates filed and obtained approval to operate as a Security Guard Agency by the Florida Department of Agriculture and Consumer Services, Division of Licensing in 2003. In addition, A & Associates is a licensed Security Officer School/Training Facility. This allows us to identify non-licensed candidates and covert to Class D licensed Security Officers by way of our In-House State of Florida Licensed Training Facility.



Please note the Agency Licensing information we have included for review on the following pages:

- State of Florida Security Agency License
- State of Florida Security Training School License
- Broward County Business Tax Account Summary (local vendor)

A & ASSOCIATES RESPONSE TO
THE CITY OF FORT LAUDERDALE, FLORIDA
RFP NO.: 12435-315 FOR SECURITY GUARD SERVICES

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES		
ADAM H. PUTNAM COMMISSIONER		
DIVISION OF LICENSING		
04/30/18 DATE ISSUED	06/19/21 DATE OF EXPIRATION	B 2300065 LICENSE NUMBER
A & ASSOCIATES 951 SANSBURY'S WAY SUITE 203 WEST PALM BEACH, FL 33411		
LUCHEY, ANDREW, PRESIDENT		
THE <i>SECURITY AGENCY</i> NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF CHAPTER 493, FLORIDA STATUTES.		
	 ADAM H. PUTNAM COMMISSIONER	

A & ASSOCIATES RESPONSE TO
THE CITY OF FORT LAUDERDALE, FLORIDA
RFP NO.: 12435-315 FOR SECURITY GUARD SERVICES

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES		
ADAM H. PUTNAM COMMISSIONER		
DIVISION OF LICENSING		
06/19/18 DATE ISSUED	06/19/20 DATE OF EXPIRATION	DS1800038 LICENSE NUMBER
A & ASSOCIATES STAFFING 951 SANSBURY'S WAY WEST PALM BEACH, FL 33411		
THE <i>SECURITY OFFICER</i> SCHOOL OR TRAINING FACILITY NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF CHAPTER 493, FLORIDA STATUTES.		
	 ADAM H. PUTNAM COMMISSIONER	

A & ASSOCIATES RESPONSE TO
THE CITY OF FORT LAUDERDALE, FLORIDA
RFP NO.: 12435-315 FOR SECURITY GUARD SERVICES

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021

DBA: A & ASSOCIATES, INC.
Business Name:

Receipt #: 329-243520
Business Type: ALL OTHERS (SECURITY AGENCY)

Owner Name: A & ASSOCIATES, INC.
Business Location: 9684 PINES BLVD
PEMBROKE PINES
Business Phone: 888-944-7823

Business Opened: 09/30/2011
State/County/Cert/Reg: B 2300065
Exemption Code:

Rooms Seats Employees Machines Professionals
3

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	0.00	0.00	0.00	33.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

A & ASSOCIATES, INC.
9684 PINES BLVD
PEMBROKE PINES, FL 33024

Receipt #13B-19-00007514
Paid 07/31/2020 33.00

2020 - 2021

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
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State/County/Cert/Reg: B 2300065
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Rooms Seats Employees Machines Professionals
3

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	0.00	0.00	0.00	33.00

Receipt #13B-19-00007514
Paid 07/31/2020 33.00

Project Personnel

All A & Associates consultants are professional with extensive experience in the areas which we provide security guard services. Our skill in helps ensure a positive outcome for the City. Our success can also be measured by the repeat contracts we have been awarded by other Cities for security services. If awarded this contract, we would assign a dedicated team to the City account who will maintain substantial involvement in the City security services. The team will bring a combination of the knowledge and experience needed to successfully staff and manage security safety. If selected for this assignment, Mr. Andrew Luchey, Mrs. Gail Luchey and Ms. Evelyn Looney will all participate in Account Management. As honorable security-industry professionals, they are competent and predominantly capable of implementing and administering a program that will exceed the City expectations. They will be actively involved in managing and directing the services provided to the City.

With our long outstanding records of accomplishment, A & Associates has the means and infrastructure to provide qualified security services to the City at the Park. Our team has been developing security guard solutions and services for many years in the State of Florida and has thus acquired extensive expertise in the security and safety industry. Having been based on the services demanded by government agencies, we have created innovative Security Officer programs available for use. Our entire team is knowledgeable of Florida Statute Chapter 493, laws, and regulations for security guard services. In addition, we have the capability and the experience in planning, organizing, and coordinating guard services in emergency and non-emergency situations, providing excellent customer service care and conflict resolution, as well as ensuring proper completion of duties.

In accordance with the minimum qualifications posted, A & Associates is happy to advise that we have qualified security guard personnel whose work experience matches the description of services in the Scope of Work. Firstly, we are under control by the Principal, Andrew Luchey who has over twenty (20) years of experience, respectively. His experience includes more than ten (10) years of management and operations. Mr. Luchey is also adept with excellent organizational and interpersonal communication skills. The Principal has developed a unique blend of leadership, managerial, and entrepreneurial skills that allow them to align operations with strategy to coerce successful results. Launching new programs and services, establishing an outcome-based organizational culture, creating meaningful business collaborations and recalibrating operational methods to ensure their highest function and best use are just a few of the methods Mr. Luchey employs. In addition to the many years of Principal experience, Mr. Luchey has previously worked on State Contracting projects.

Next, we have a team of Security Managers. Our professional Security Managers will review policies, methods, practices, procedures, plans, and programs on a regular basis in order to ensure conformance with relative City standards. They will work towards the agency's goals on a consistent basis in a variety of capacities while helping to resolve special issues and problems that may arise on a customer's site. Each of them certainly possesses the ability to communicate effectively both in writing and verbally and are doing a great job of managing contracted projects. They are responsible for the overall management of security initiatives,

safety, and strategic administration as well as transportation objectives. They will devote time to numerous activities making certain the services presented by A & Associates are unsurpassed. As professional, courteous, and passionate members of our team, Security Managers work assisting customers with important and complicated situations involving the control of critical access and egress points. Subsequently, our Training Instructor has a wide range of curriculum and compliance experience. They develop command security program objectives while formulating operating guidelines. They are responsible for implementing and modifying our security educational and training curriculum. We also employ Field Supervisors who assists with planning, scheduling, and the oversight of contracts. Field Supervisors often serve as the facilitator of our continuous improvement efforts due to our belief that innovation can not only rest on the past successes. They are completely trained in the functions of our customer's security program and have the authority to take immediate action pertaining to security personnel. Nonetheless, the strength of our Field Supervisor's rest in their ability to train, safeguard, and assist the on-duty Security Officer's. Unscheduled inspections of assigned personnel assist us in evaluating the Security Officer's appearance, alertness, and attitude. Additionally, this presents an opportunity to evaluate his or her knowledge of the post, while presenting an occasion for the Security Officer to ask for any assistance.

Moreover, our Security Officers are fully bonded, licensed, and insured. They are equipped with appropriate communication, detection, transportation, and security technology necessary to ensure effectiveness and efficiency in securing sites. Everyone will be dedicated to satisfying City needs. We employ the finest quality personnel for the sole purpose of customer satisfaction. Finally, we have several Support Office Clerks who have completed one to two years of college education and are experienced in using various computer spreadsheets and computer software, customer service care, mathematical calculations, and have excellent communication skills.

Staff Licensing

The A & Associates managerial team possess the licenses required to provide security services to the City. Please note our staff licensing information for your records:

Mr. Andrew Luchey, President

- Class D
- Class MB
- Class DI
- Certified Crowd Manager

Mrs. Gail Luchey

- Class D
- Class MB
- Class DI
- Certified Crowd Manager

Ms. Evelyn Looney

- Certified Crowd Manager

Mr. Peter Rossi

- Class D
- Class DI

Mr. Sebastian Thelisma

- Class D
- Class G

Financial Sustainability

A & Associates is a thoroughly structured and financially sound corporation. Our size, financial strength and business philosophies allow us to be responsive to customer needs and to adapt quickly to the ever-changing business environment. In addition, our reputation for providing trained and capable Security Officers who possess the skills needed for our client's jobs, has afforded us numerous opportunities to expand service with existing clients or invitations to submit proposals for new service. We regularly compete against much larger, publicly held, or foreign owned security companies and our success is evidenced by the major companies we retain us as partners. Funding for this project will be immediately available for use upon award of contract to our firm, including MAG \$5,000 payment to the City. We understand the importance of being able to fund asset purchases and the daily operations of our firm. Our financial sustainability is based on our diligence in planning. We are honest and objective in accurately estimating cost to provide our quality services. In addition, we issue invoices promptly and follow-up on them regularly to ensure we retain a positive cash flow. Lastly, A & Associates has built a cash reserve that has enough capital so the firm can operate regularly, even during lean months if the City cannot pay timely.

Equipment List

Please note the list of equipment for A & Associates:

- | | |
|---|----------------------------|
| • Bullet Proof Vest | • Access and Rope Barriers |
| • Security Podiums | • Screening Wands |
| • Key Control Boxes | • LED Traffic Batons |
| • Defense Equipment | • Parking Lot Markers |
| • Flashlights | • Safes and Padlocks |
| • Marked Vehicles | • Evidence Storage Lockers |
| • Highly Visible and Reflective Apparel | • Uniform Accessories |
| • Two-Way Radios | • Guard Tour Systems |
| • Cash Counters | • And Many More... |
| • Mobile Phones | |

APPROACH TO SCOPE OF WORK

Once service has begun, A & Associates will provide the City with uniformed, fully equipped, and well-groomed Security Officers. We understand uniformed Security Officers are an efficient method to create a safe environment for City assignments. A & Associates security patrols will maintain a watchful eye on the perimeter access points. Our Security Officers will provide access control and safety through maintaining order, responding to emergencies, and promoting good public relations. Security access control will allow the officer to monitor, report, and investigate suspicious persons and unusual or illegal activity at City property.

A & Associates goal of the proposed project is to fulfill all the duties stipulated in the bid and to provide a realistic. Our goal will be met by achieving three objectives. First, our team will go over the client's rules, regulations, standards, and specifications to gain a firm grasp of expectations and trajectories. In the same vein, we find it important to make solid recruiting and training plans for potential Security Officers. Additionally, we will conduct necessary researches, which will include structured in-depth interviews with key City personnel and the formation of Standard Operating Post Orders specific for the site duties. The second objective will be to train and orientate new Security Officers while transitioning to provide services. Finally, we would commence services for the City.

Transition Plan

A & Associates is prepared to accomplish a smooth and successful transition of operations and services. As a possible future vendor for the City, the phase-in period will be completed with minimal impact to City operations. We would utilize the time during the conversion period to closely study and observe the site requiring guard services to evaluate the safety and security specifications established for each location. During this timeframe we would exemplify an extraordinary degree of sensitivity and attentiveness to the potential impact the transition may bring. Also, A & Associates would use the phase-in period to recruit and transfer personnel, train personnel, arrange for badging, establish management procedures, set up records, ensure adequate equipment is in place for security operations, and prepare for the assumption of control without disruption of City operations.

Incumbent security officers that the City request A & Associates to retain who are not currently working for A & Associates, shall be hired for continued service. A & Associates will perform the phase-in services listed above at no additional cost to City. If awarded this contract, we will assure an unblemished phase-in plan through the following benchmarks:

THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY
PLEASE CONTINUE TO THE FOLLOWING PAGES

TRANSITION TIMELINE				
Task	Weeks Prior to Start of Contract			
	Week 4	Week 3	Week 2	Week 1
Review Client Procedures				
Project Team Assigned				
On-Site Review				
Meet with your Representative				
Establish Lines of Communication				
Recruit 125% of Staff				
Pre-Employment Screening & Drug Testing				
Background Investigations & Interviews				
Final Selection of Security Officers				
Background Fingerprinting				
Finalize Manual & Procedures				
Finalize Training & QA Programs				
Receive & Revise Post Orders.				
Order Uniforms & Equipment				
Submission of Employee Roster				
Instructional Training				
Work Schedule Developed				
Issue and/or Refit Uniforms				
On-Site Training				
Final Plan Review				
Start Service				

We do not see this project as being one that warrants concerns, but we always take precaution, nevertheless. Please find the contact information below for the key team members who will be involved in the transition plan:

Security Officer Staffing

Security excellence can only result from exceptional recruiting, training, and skill. Therefore, the quality of any security company is first illustrated by its policies on personnel selection. Through an innovative recruiting process, each potential security guard is closely evaluated. We diligently strive to employ only the highest caliber of men and women who are best suited to the position and post assignment. Our requirements include, but are not limited to the following:

- 21 years of age or older
- Able to speak, understand, read, and write the English language sufficiently
- Not have been convicted in any jurisdiction of any felony
- Not be required to register in this or any other state as a sex offender
- Have no outstanding warrants

- Not have been declared by any court of competent jurisdiction incompetent
- Not be suffering from intoxication, alcohol dependency, or from narcotics addiction or dependence
- Not have been discharged from the armed services of the United States under other than honorable conditions
- Skilled in effectively and tactfully communicating with a wide variety of people in sensitive situations
- A minimum of six (6) months previous experience
- Must be able to physically perform the specific requirements of the post
- Maintain a neat and well-groomed appearance at all times
- Have ability to exercise good judgment
- Have ability to maintain a high level of performance
- Shall not carry a weapon of any kind

Background Checks

A & Associates fulfills national and local background checks on all Security Officers before they are assigned to work. This background check includes a thorough criminal history check, including registered sex offender status, prior employment history check, inclusive of reasons for dismissals, if any, and level of education. In addition, we will also verify the authenticity of Security Officer licenses issued by the Florida Department of Agriculture and Consumer Services, Division of Licensing.

Training

A & Associates realizes that continuous, effective training is the key to provide a quality service to our customers. We will work extremely hard to have the lowest turnover rate possible through actively monitoring and training Security Officers via training sessions, informational updates regarding the site, on-site collaboration with management and by abiding the Standard Operating Procedures established for the City. Our Security Officer's pride and morals will be high, thus increasing their extraordinary performance.

To assure the superiority and receptiveness of A & Associates Security Officers, we require continuous effective in-service training. Officers are given vigorous on-the-job specific guidance as each location specifications may differ. Our officers are carefully taught how to fulfill their responsibilities. They are required to complete training sessions each month with the Project Manager and Supervisors to evaluate the Security Officer's performance for continuous service. In addition to the state training required for security guard licensure, our guards will receive specific training that enhances their interaction with the public in a manner that is professional, friendly, courteous, and diplomatic.

Security Officers are continually educated on the following pertinent subjects:

- Human and public relations
- Weapons of mass destruction
- Ethics and professional conduct
- Harmful chemical agents

- Effective communication
- Control zones
- Assisting law enforcement
- Threat of terrorism
- Crime prevention
- Appropriate use of force
- Life safety
- Report writing
- Evacuation
- Criminal law and liability
- De-escalation procedures
- Civil law and liability
- Detection and monitoring equipment
- Patrols and fixed posts
- Emergency medical services
- Emergency response situations
- Physical security
- Fire protection
- Dealing w/ difficult people
- Investigations
- Force Protection
- New on post duties
- And many more...

We believe that a company's attitude towards the importance of training and development of its security personnel sets the climate for that company. At A & Associates, training and personal development are a few important functions of our security operation. Recognizing that officers must be employed with above average training and experience to deliver our quality service is a fact our firm cannot deny. Specific on-the-job training is mandatory before post assignment. The training is determined by post duties and responsibilities. Specific themes for training depend on the current needs of the customer.

Service Hours

The hours of operation for the Broward-based office are Monday to Friday from 7:30 AM to 5:30 PM. A & Associates operates a 7 days per week, 24 hours per day, and 365 days per year Dispatch Center. This ensures the "after hour" concerns of our customers are handled by a trained dispatcher. All supervisory and management personnel can be contacted at any time through radio or cell phone. Our Dispatch Center helps ensure the safety of our Security Officers on duty through a schedule of prearranged check-in calls and ready links for emergency assistance. This dispatch system also helps Security Officers "No Shows" as all officers are required to call into the communication center upon arrival for the scheduled duty. Should a replacement Security Officer be needed, the dispatcher begins the appropriate process immediately.

Uniforms

A & Associates will equip each Security Officer with a complete, distinctive uniform approved by the City and suitable for both summer and winter operations. We understand uniformed Security Officers are an efficient method to create a safe environment for the City. Security officers assigned to locations under this agreement will make sure uniform clothing is cleaned and pressed before reporting to work. Employees are trained to maintain good personal hygiene and grooming on a daily basis and wear the uniform so as not to detract from their overall professional appearance. In addition, Security Officers will not deviate from A & Associates uniform and grooming requirements. Employees who report to work and fail to wear the approved attire will not be allowed to work. The uniform is a professional uniform

commanding awareness and attention as well as providing patrons with a sense of security. This apparel also facilitates a pungent visual presence to avert criminal activity and allows our officers to act in a highly visible capacity. All Security Officers are required to maintain the uniform and all related dressing accessories and not use such items for recreation or off duty purposes.

The security guard uniform is a professional uniform commanding awareness and attention as well as providing patrons with a sense of security. This apparel also facilitates a pungent visual presence to avert criminal activity and allows our officers to act in a highly visible capacity.

Security Guard Tour System

As a part of our innovative technology utilization, we employ the Guard Patrol Tour System as a tool to track our security guard patrolling duties. This system features memory chip technology in the extremely durable scanner. The remote scanner records the date, time and tag ID when bought in contact with a button tag. It also includes software to download and generate reports, which will be printed and submitted to the City. This will easily allow us to fulfill all outlined timekeeping requirements and produce electronic documentation as proof of roving and patrolling.

Identification Cards for Security Personnel

A & Associates obliges Security Officers to carry and have clearly displayed a photo identification card at all times when performing security guard services at the City facilities. ID badges are worn on the outer garment at all times. In addition, ID badges include the company name and license number, Security Officer name and license number, a photograph of the employee and the signature of the agency and Security Officer.

Communication Equipment

A & Associates makes certain that Security Officers can effectively communicate while providing services to customers. We equip Security Officers with an eight-channel, two-way radio with sufficient range for communication between all parties. Radios, batteries, and chargers will be maintained and replaced (as needed) by A & Associates at no additional expense to the City. In addition, the Project Manager and Supervisors will be required to carry a smart phone at all times while working on this project. They will answer all calls from the City as promptly as possible and calls will never be forwarded to an automatic voicemail system.

Prompt and accurate communication is essential to our success in fulfilling the security guard requirements outlined in the RFP.

Post Orders

A & Associates will collaborate with the City to establish post orders for each location requiring Security Officers. Post Orders shall serve as the specific security requirements of a City location requiring guard coverage. Post Orders will include the following information:

- The work schedule along with names and contact numbers for Security Officers fulfilling work schedule
- A list of vehicles and all other equipment required
- A description of the location of Security Officer posts
- A description of required procedures for logging or recording exiting or entering persons
- A description of the geographical locations where the City desires service to be performed
- Any other specific instructions as to the particular location involved
- A & Associates will not change Post Orders without permission by the City. In the event the City amends any part of the existing Post Orders, Security Officers will adjust immediately.

Response Time

A & Associates will ensure upon receiving a call from the City or requiring the Project Manager's attention, the Project Manager shall respond within thirty (30) minutes by way of telephone and be on-site at the City location within one (1) hour of the official notification. We are equipped to provide additional Security Officers to fill new post within four (4) hours following the receipt of notification by the City.

Emergency Response and Reporting

A & Associates will ensure that security personnel submit an approved written shift report (Daily Activity Log) for each shift worked. The Daily Activity Report includes a log of activity occurring during the tour of duty. Particular notes are always made for unusual incidents and activities.

In addition, all security personnel will be trained on the preparation and completion of an incident report. An incident report is a report describing any extraordinary event or unauthorized activity occurring during an employee's shift that affects or might reasonably be expected to affect the security or safety of the City facilities, the property located thereon, or any person at the City facility. A & Associates will immediately contact the City, local law enforcement or any other appropriate agency regarding any incident involving injury, fire, or criminal activity, or threats thereof. Any incident, whether emergency or otherwise, will be reported in a written Incident Report to the City within 24 hours immediately following the incident.

Level of Assistance Expectations

A & Associates contain 100% responsibility for supervising and managing Security Officers performing services for customers. We will implement the level of management and administrative activity necessary to ensure that each Security Officer is performing duties in a safe and efficient manner and each location is staffed in accordance with the City requirements. The City will never be obligated to exercise any supervisory authority over Security Officers. A & Associates will always have sufficient Supervisors so that the ratio of Supervisors to Security Officers on each shift is adequate to provide satisfactory coverage. All Supervisors are trained

as Supervisors and exceed the hiring qualifications required of Security Officers. In addition, Supervisors have previous managerial experience in the commercial guard service industry or contains an acceptable equivalent such as police officer, law enforcement, or military experience.

Supervisory personnel will make random unannounced inspections on various shifts. They will remain keen on deflecting impending issues that have the potential to bubble to the surface and create dispute. Through our high standards of professionalism, Supervisors will work to rectify conflicts and correct flaws immediately. A & Associates actively implements measures aimed at improving our premiere Security Officer program. Our security management team has a comprehensive understanding of the principles, practices, and standards of safety, known as industry best practices, that are applied to facilitate successful security program execution. With this leverage, rest assured A & Associates can satisfy your security guard needs. As you can see, we bring innovation, competency, and extraordinary talent to the table.

Manpower and Support Plan

A & Associates has offices strategically placed in different large cities within the State of Florida. This has allowed us to recruit and grow a database of over five hundred (500) professional armed and unarmed security guards.

Drug Free Workplace

Prior to employment, all personnel hired are drug tested. Subsequent drug testing, whether at random or for reasonable suspicion, is also conducted by A & Associates. In addition, we will make sure that drug testing services are available during both day and evening shifts. An employee or applicant testing positive for drugs will be dismissed and not be permitted to work at any the City facility.

Weapon Free Workplace

In order to ensure a safe environment for employees and customers, A & Associates prohibits the wearing, transporting, storage, or presence of firearms or other dangerous weapons in our facilities or on customer property. Any employee in possession of a firearm or other weapon while on our facilities/property or while otherwise fulfilling job responsibilities may face disciplinary action including termination. Possession of a valid concealed weapons permit authorized by the State of Florida is not an exemption under this policy.

Security Agency Deliverables

A & Associates will agree to meet or exceed the City expectations for said security guard needs. All stated requests and requirements will be complied with 100%. We have customized our security solutions to ensure the best possible services are delivered. As a response to the site requirements, A & Associates is prepared to:

- Furnish a stable, trained, uniformed, Security Officer for the site locations. The security personnel will be employees of A & Associates. We will pay all wages, expenses, payroll taxes, federal and state unemployment insurance, and other similar expenses for our

employees. We will comply with all federal state and local employment laws, rules, regulations, ordinances relative to such employees, including with limitation wage and hour laws, workers compensation laws, immigration laws, equal employment opportunity laws, and occupational health and safety laws

- Ensure all personnel assigned to this project possess all personal permits, licenses, ratings, certifications, accreditations, and other credentials as required by the City, OSHA, and the State of Florida. Security officers working under this project will, at all times, while on duty, have in their possession a valid State of Florida Class D Security Officer License and Identification Card
- Make certain Security Officers on duty conduct themselves at all times with a professional, friendly, and helpful attitude
- Provide security personnel the appropriate uniforms, supplies and equipment necessary to perform the services required by the project. Security Officers will always demonstrate a professional appearance in the designated uniform. A Security Officer badge will be worn on the outer most garment at all times while on duty
- Complete comprehensive training, to meet or exceed the City requirements, for every Security Officer, within a 30-days of the Super Bowl
- Provide necessary supervision of employees assigned to work with the City. A & Associates will provide training in supervisory techniques for all supervisory personnel assigned to the project
- Assign a Site Supervisor to act as the lead Security Officer and be the primary line of communication between A & Associates and the City. The Site Supervisor will maintain the schedule and ensure that all shifts are covered. The Site Supervisor will work with the City to make scheduling recommendations if the need arises
- Provide ongoing, attentive, and responsive local and corporate management support. The management team that will be responsible for this project and will include, but not be limited to, the President, Vice President, Controller, General Manager, HR Manager, Training Instructor, Field Supervisors and Office Clerks
- Develop and utilize forms and records as necessary to meet the requirements of the project
- Ensure Security Officers will log and report all unusual events during their shift. Officers will be expected to take adequate measures to protect the City employees, visitors as well as property and aid in the event of any emergency situation

- Develop comprehensive post orders, and require that all personnel adhere to and execute the post orders at all times

REFERENCES

A & Associates specializes in recruiting and staffing security guards for government agencies and special events throughout the State of Florida. We maintain a substantial list of clients, more-than-often serving as the exclusive security guard provider for these partners. Our ability to retain these clients and add to the list of satisfied customers is due to our functional and industry experience, keen knowledge of evidence-based practices and ability to address issues swiftly to ensure a quality security guard staffing service is provided.

With decades of experience working with elite Florida agencies, including Broward County, A & Associates has knowledge of the requirements to successfully place and support hundreds of security guard placements.

Safe Management, FL

A & Associates trained and assigned private security guards to work at the 2010 and 2019 Super Bowl and Pro Bowl related events.

The City of Delray Beach, FL

A & Associates works with this municipal in which we create and implement security guard services for the government Recreation Center and for large special events. During such special events, we serve as customer service ambassadors and security guards for the City.

The School District of Palm Beach County, FL

A & Associates designs emergency response tactics for this school district. Additional security guard activities include roving and patrolling, fire watch responding, manning stationary post, monitoring of surveillance cameras and report writing.

Orange County Public Schools, FL

A & Associates works with this large educational institution to provide access control, crowd control, relief, and emergency security guard services. We employ over seventy-five (75) guards for the various district needs.

BE&K Construction at the Solid Waste Authority, FL

A & Associates served as the on-site security agency during the creation and construction of a \$770M power plant at the Solid Waste Authority.

The City of West Palm Beach, FL

A & Associates contracted with the City of West Palm Beach Police Department, City of West Palm Beach CRA and NCCI to offer community policing in a high-crime neighborhood.

Please note our reference contact information below:

Reference No. 1

Client Name: Broward County BOCC
Contact Name: Dylan Kennedy, Purchasing Agent
Mailing Address: 115 S. Andrews Avenue, Room 212
Fort Lauderdale, FL 33301
Telephone Number: 954-357-9707
Email Address: DYKENNEDY@broward.org

Reference No. 2

Client Name: Orange County Public Schools
Contact Name: Kevin Ballinger
Mailing Address: 6501 Magic Way
Orlando, FL 32809
Telephone Number: 407-317-3700 EXT. 202-5433
Email Address: kevin.ballinger@ocps.net

Reference No. 3

Client Name: The School District of Palm Beach County
Contact Name: David Sherpitis
Mailing Address: 3300 Forest Hill Boulevard
West Palm Beach, FL 33406
Telephone Number: 561-723-9169
Email Address: David.Sherpitis@palmbeach.k12.fl.us

Reference No. 4

Client Name: Cooper Construction and Management Services
Contact Name: Mrs. Veronica Cooper, VP
Mailing Address: 354 Hiatt Dr #14
Palm Beach Gardens, FL 33418
Telephone Number: 561-588-5222
Email Address: vcooper@coopercmc.com

MINORITY/WOMEN (W/MBE) PARTICIPATION

The A & Associates minority business designation is founded on the notion that many barriers exist to being a member of a minority group running an enterprise and competing with large, fully networked businesses owned and operated by non-minorities. Being a certified legitimate minority-owned business has positioned our Security Agency for targeted opportunities that level the playing field.

A & Associates is the prime source for identifying, recruiting, and employing diverse talent. As a minority owned firm, our objective is to seek experienced diverse professionals and connect them with organizations that promote diversity while maintaining conformity with the Equal Employment Opportunity Commission. Moreover, our active role in supporting diverse recruiting initiatives will ensure the City has access to a diverse pool of the highest qualified candidates. Our company is certified as a Minority Business Enterprise through the following certification agency:

- THE STATE OF FLORIDA OFFICE OF SUPPLIER DIVERSITY

Please find our certifications on the following page for the City to review.

A & ASSOCIATES RESPONSE TO
THE CITY OF FORT LAUDERDALE, FLORIDA
RFP NO.: 12435-315 FOR SECURITY GUARD SERVICES

Economic Development & Diversity Compliance

THIS CERTIFICATE IS AWARDED TO

A & Associates, Inc.

FOR HAVING SUCCESSFULLY MET THE PRESCRIBED STANDARDS SET FORTH BY THE
SUPPLIER DIVERSITY OUTREACH PROGRAM OF
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR

CERTIFICATION

Small/Minority Business Enterprise (S/MBE)

African-American

ON THIS DAY: **May 08, 2020**

Robert M. Ballou

Robert M. Ballou

Officer, Economic Development & Diversity Compliance



CERTIFICATION #: WS2287265539

Expiration Date: May 07, 2022

A & ASSOCIATES RESPONSE TO
THE CITY OF FORT LAUDERDALE, FLORIDA
RFP NO.: 12435-315 FOR SECURITY GUARD SERVICES

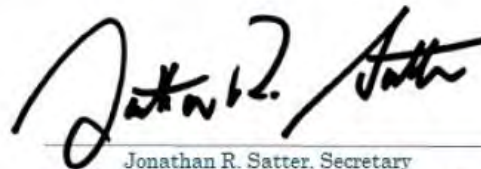
State of Florida

Minority Business Certification

A & Associates

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

03/05/2020 to 03/05/2022



Jonathan R. Satter, Secretary
Florida Department of Management Services



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

SUBCONTRACTORS

Please accept this statement as confirmation A & Associates does not plan to subcontract any portion of this contract to another firm. As a certified Small/Minority Business Enterprise, we intend to self-perform 100% of the work required under this RFP.

CONCLUSION

This proposal shall serve as the official response to the City's request for proposals for Security Guard Services and constitutes the agreement between parties. It may be modified by both parties, fittingly.

Contract Administrator – Contact Information

Signature of Preparer: _____

Printed Name of Preparer: Ms. Evelyn Looney

Job Title: Vice President

Date of Execution: 10/27/2020

REQUIRED FORMS

Please find the following, fully executed, forms attached to the end of our response for the City to review:

- Proposal Certification
- Cost Proposal
- Non-Collusion Statement
- Non-Discrimination Certification Form
- Local Business Preference (LBP)
- Contract Payment Method
- Sample Insurance Certificate
- W-9 for Proposing Firm
- Active Status Page from Division of Corporations – Sunbiz.org

**PLEASE NOTE ALL FORMS ON BIDSYNC WERE
FILLED OUT AND ALSO SUBMITTED ONLINE.**

Supplier Response Form**BID/PROPOSAL CERTIFICATION**

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) A & ASSOCIATES, INC. * EIN (Optional): 80-0668811

Address: CORP OFFICE: 951 SANSBURY'S WAY *

City: WEST PALM BEACH * State: FL * Zip: 33411 *

Telephone No.: 888-402-2950 * FAX No.: 888-402-2951 * Email: MS. EVELYN LOONEY *

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): 1

Total Bid Discount (section 1.05 of General Conditions): 0

Check box if your firm qualifies for MBE / SBE / WBE (section 1.09 of General Conditions): ☒

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
<u>1</u> *	<u>10/09/2020</u> *				
<u>2</u>	<u>10/27/2020</u>				

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

NONE

*

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This

limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

MS. EVELYN LOONEY *
Name (printed)

10/27/2020 *
Date


MS. EVELYN LOONEY *
Signature

VICE PRESIDENT *
Title

Revised 4/28/2020

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **Elooney**

Password *

[Save](#)

[Take Exception](#)

[Close](#)

* Required fields

SECTION VI - COST PROPOSAL PAGE

Proposer Name: A & ASSOCIATES, INC.

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor shall quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

Cost per hour to provide a roving Security officer in accordance with the Scope of Services Section of this RFP.

Level A - Base Level	\$ <u>14.00</u> per hour X 1 hour = \$ <u>14.00</u>
Level B- Mid Level	\$ <u>14.75</u> per hour X 1 hour = \$ <u>14.75</u>
Level C – High Level	\$ <u>15.50</u> per hour X 1 hour = \$ <u>15.50</u>

Cost per hour to provide a vehicle (golf cart) for the roving Security Officer in accordance with the Scope of Services Section of this RFP.

Vehicle(Golf Cart) \$ 0.15 per hour

Fiveash Regional Water

Treatment Compound Hours: 24/day X 365 days = 8,760 hours per year

Total Cost per year: Level C Roving/hr. \$ 15.50 & Veh/hr \$ 0.15 X 8,760 = \$ 20,367.00

If the City wished to have a non-roving Security Officer at one of the specified facilities or comparable City facility, give the cost per hour for a schedule similar to that specified in the Scope of Services of this RFP and in accordance with the Scope of Services Section of this RFP.

Level A - Base Level	\$ <u>14.00</u> per hour X 1 hour = \$ <u>14.00</u>
Level B- Mid Level	\$ <u>14.75</u> per hour X 1 hour = \$ <u>14.75</u>
Level C – High Level	\$ <u>15.50</u> per hour X 1 hour = \$ <u>15.50</u>

9-10/27/20

Department of Sustainable Development: 4160 hours per year (2 guards)

Total Cost per year: Level B Non-Roving/hr. \$ 14.75 X 4160 = \$ 61,360.00

City Hall: 2080 hours per year (1 guard)

Total Cost per year: Level C Non-Roving/hr. \$ 15.50 X 2080 = \$ 32,240.00

GRAND TOTAL (3 Locations) \$ 113,967.00 /ANUALLY

If the City wished to have a temporary or emergency non roving Security Officer at one of the specified facilities or comparable City facility give the cost per hour for a reduced schedule such as less than 8 hours per shift and less than 40 hours per week and in accordance with the Scope of Services Section of this RFP.

Level A - Base Level	\$ <u>14.00</u> per hour X 1 hour = \$ <u>14.00</u>
Level B- Mid Level	\$ <u>14.75</u> per hour X 1 hour = \$ <u>14.75</u>
Level C – High Level	\$ <u>15.50</u> per hour X 1 hour = \$ <u>15.50</u>

Proposers note: The cost per hour shall be for specified shift time on the site or security route. The City will not pay for any travel or down time for officers or vehicles.

For evaluation purposes, each level of potential service will be multiplied by one and added to the total annual cost for all services.

Submitted by:

MS. EVELYN LOONEY

Name (printed)

10/27/2020

Date

Signature

VICE PRESIDENT

Title

Supplier Response Form**NON-COLLUSION STATEMENT:**

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

N/A - NONE

RELATIONSHIPS

N/A - NONE

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

MS. EVELYN LOONEY
Authorized Signature

VICE PRESIDENT
Title

MS. EVELYN LOONEY
Name (Printed)

10/27/2020
Date

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **Elooney**

Password *

Save

Take Exception

Close

* Required fields

Supplier Response Form**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.



MS. EVELYN LOONEY
Authorized Signature *

MS. EVELYN LOONEY, VP
Print Name and Title *

10/27/2020 *

Date

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Username **Elooney**

Password *

Save

Take Exception

Close

* Required fields

Supplier Response Form**LOCAL BUSINESS PREFERENCE**

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this bid/proposal, as applicable to the local business preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26,

- (1) Business Name
- (2) Business Name
- (3) A & ASSOCIATES, INC.
Business Name
- (4) Business Name
- (5) Business Name
- (6) Business Name

Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

BIDDER'S COMPANY: A & ASSOCIATES, INC. *

AUTHORIZED
COMPANY
PERSON:

MS. EVELYN LOONEY *

VICE PRESIDENT *

PRINTED NAME

TITLE

SIGNATURE:

MS. EVELYN LOONEY *

DATE:

10/27/2020 *

Please enter your password below and click Save to update your response.

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By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **Elooney**

Password *

* Required fields

Supplier Response Form**CONTRACT PAYMENT METHOD**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☒ MasterCard

☒ Visa

A & ASSOCIATES, INC. *

Company Name

MS. EVELYN LOONEY *

Name (Printed)

10/27/2020 *

Date


MS. EVELYN LOONEY *

Signature

VICE PRESIDENT *

Title

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

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Username **Elooney**

Password *

Save

Take Exception

Close

* Required fields



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/14/2020

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

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

PRODUCER A & A Insurance Services Int, Inc. 951 Sansburys Way Suite 204 West Palm Beach FL 33411	CONTACT NAME: MEGAN LUCHEY PHONE (A/C, No, Ext): (561) 366-9005 FAX (A/C, No): E-MAIL ADDRESS: MEGAN@AAINSURANCES.COM <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: EVEREST NATIONAL INSURANCE COMPANY</td> <td>10120</td> </tr> <tr> <td>INSURER B: PROGRESSIVE EXPRESS INSURANCE COMPAN</td> <td>10193</td> </tr> <tr> <td>INSURER C: EVEREST NATIONAL INSURANCE COMPANY</td> <td>10120</td> </tr> <tr> <td>INSURER D: UNITED WISCONSIN INSURANCE COMPANY</td> <td>29157</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: EVEREST NATIONAL INSURANCE COMPANY	10120	INSURER B: PROGRESSIVE EXPRESS INSURANCE COMPAN	10193	INSURER C: EVEREST NATIONAL INSURANCE COMPANY	10120	INSURER D: UNITED WISCONSIN INSURANCE COMPANY	29157	INSURER E:		INSURER F:	
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INSURER D: UNITED WISCONSIN INSURANCE COMPANY	29157														
INSURER E:															
INSURER F:															
INSURED A & Associates, Inc. 951 Sansburys Way Suite 203 West Palm Beach FL 33411															

COVERAGES**CERTIFICATE NUMBER: 001****REVISION NUMBER: N/A**

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 WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			91ML000195-191	05/02/2020	05/02/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000
	<input checked="" type="checkbox"/> HIRED AUTO LIABILITY						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> NON-OWNED AUTO LIABILITY	Y	Y				PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						FIRE LEGAL LIABILITY \$ 200,000
B	AUTOMOBILE LIABILITY			01540783-0	12/16/2019	12/16/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS	Y	Y				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							PIP COVERAGE \$ 10,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			91CU00088-191	05/02/2020	05/02/2021	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y				AGGREGATE \$ 5,000,000
	DED RETENTION \$						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC509-00115-020-SZ	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY E&O	Y	Y	91ML00195-191	05/02/2020	05/02/2021	AGGREGATE 2,000,000 OCCURRENCE 1,000,000 CRIME 500,000

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

CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED FOR LIABILITY EXCEPT PROFESSIONAL LIABILITY.

CERTIFICATE HOLDER**CANCELLATION**

Broward County Board of County Commissioners
 115 South Andrews Avenue
 Fort Lauderdale, Florida 33301

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

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. A & ASSOCIATES, INC.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) 951 SANSBURY'S WAY	Requester's name and address (optional)
6 City, state, and ZIP code WEST PALM BEACH, FL 33411	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
8	0	-	0	6	6	8	8	1	1

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of
U.S. person ▶

Evelyn Gooney

Date ▶

10/27/2020

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /**Detail by Entity Name**

Florida Profit Corporation

A & ASSOCIATES, INC**Filing Information****Document Number** P10000100835**FEI/EIN Number** 80-0668811**Date Filed** 12/14/2010**Effective Date** 01/01/2011**State** FL**Status** ACTIVE**Principal Address**951 SANSBURY WAY
WEST PALM BEACH, FL 33411

Changed: 01/17/2015

Mailing Address951 SANSBURY WAY
WEST PALM BEACH, FL 33411

Changed: 01/17/2015

Registered Agent Name & AddressWAYNE M. RICHARDS, P.A.
951 SANSBURY WAY
WEST PALM BEACH, FL 33411

Name Changed: 01/17/2015

Address Changed: 01/17/2015

Officer/Director Detail**Name & Address**

Title President

LUCHEY, GAIL
951 SANSBURY WAY
WEST PALM BEACH, FL 33411

Title VP

LUCHEY, ANDREW
951 SANSBURY WAY
WEST PALM BEACH, FL 33411

Title Secretary

LOONEY, EVELYN
951 SANSBURY WAY
WEST PALM BEACH, FL 33411

Annual Reports

Report Year	Filed Date
2020	02/03/2020
2020	05/10/2020
2020	05/15/2020

Document Images

06/24/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
05/15/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
05/10/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
02/03/2020 -- ANNUAL REPORT	View image in PDF format
03/28/2019 -- ANNUAL REPORT	View image in PDF format
01/13/2018 -- ANNUAL REPORT	View image in PDF format
02/19/2017 -- ANNUAL REPORT	View image in PDF format
01/12/2016 -- ANNUAL REPORT	View image in PDF format
01/17/2015 -- ANNUAL REPORT	View image in PDF format
01/10/2014 -- ANNUAL REPORT	View image in PDF format
08/09/2013 -- Off/Dir Resignation	View image in PDF format
08/09/2013 -- Off/Dir Resignation	View image in PDF format
01/23/2013 -- ANNUAL REPORT	View image in PDF format
01/06/2012 -- ANNUAL REPORT	View image in PDF format
12/14/2010 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

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1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 **BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

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- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful

performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

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4.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of

the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

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- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

- 5.18 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 **PUBLIC RECORDS:**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
N/A - NONE	N/A - NONE

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

MS. EVELYN LOONEY
Authorized Signature

VICE PRESIDENT
Title

MS. EVELYN LOONEY
Name (Printed)

10/27/2020
Date

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

MS. EVELYN LOONEY
Authorized Signature

MS. EVELYN LOONEY, VP
Print Name and Title

10/27/2020
Date

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☒ MasterCard

☒ Visa

A & ASSOCIATES, INC.

Company Name

MS. EVELYN LOONEY

Name (Printed)

10/27/2020

Date

MS. EVELYN LOONEY

Signature

VICE PRESIDENT

Title

LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this bid/proposal, as applicable to the local business preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

- | | | |
|-----|--|---|
| (1) | Business Name | is a Class A Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt <u>and</u> a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City. |
| (2) | Business Name | is a Class B Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt <u>or</u> a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City. |
| (3) | A & ASSOCIATES, INC.
Business Name | is a Class C Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City. |
| (4) | Business Name | requests a Conditional Class A classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City. |
| (5) | Business Name | requests a Conditional Class B classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City. |
| (6) | Business Name | is considered a Class D Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration. |

BIDDER'S COMPANY: **A & ASSOCIATES, INC.**

AUTHORIZED PERSON:	COMPANY	MS. EVELYN LOONEY	VICE PRESIDENT
		PRINTED NAME	TITLE
SIGNATURE:	MS. EVELYN LOONEY	DATE:	10/27/2020

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: **12435-315**

Project Description: **SECURITY GUARD SERVICES**

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: **A & ASSOCIATES, INC.**

Authorized Company Person's Signature: **MS. EVELYN LOONEY**

Authorized Company Person's Title: **VICE PRESIDENT**

Date: **10/27/2020**

9/15/2020

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) **A & ASSOCIATES, INC.** EIN (Optional): **80-0668811**

Address: **CORP OFFICE: 951 SANSBURY'S WAY**

City: **WEST PALM BEACH** State: **FL** Zip: **33411**

Telephone No.: **888-402-2950** FAX No.: **888-402-2951** Email: **MS. EVELYN LOONEY**

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**): **1**

Total Bid Discount (**section 1.05 of General Conditions**): **0**

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**): ☒

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
1	10/09/2020				
2	10/27/2020				

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

NONE

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

MS. EVELYN LOONEY

Name (printed)

10/27/2020

Date

MS. EVELYN LOONEY

Signature

VICE PRESIDENT

Title

Revised 4/28/2020