i	Kevin A. Williams info@vscguards.com Ph 954-731-5161	Address 3020 North Federal Highway, Bldg. 7C Fort Lauderdale, FL 33306					
Qualifications	MBE						
ltem #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs	
12435-31501-0	1 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

Veterans Security Corps of America, Inc.

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

Attachments

Ft. lauderdale Technical 10.21.20.pdf



TO

CITY OF FORT LAUDERDALE, FL Mr. Stefan Mohammed Procurement Specialist 100 North Andrews Ave. Fort Lauderdale, FL 33301 (954) 828-5351 Smohammed@fortlauderdale.gov.

Bid 12435-315

FROM

Mr. George Beasley, President Veterans Security Corps of America, Inc. 3020 N Federal Highway Building 7C Fort Lauderdale, Fl. 33306 954-731-5161 Email: Info@vscguards.com Submission Date: October 28, 2020 Due Date: October 28, 2020

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TRANSMITALLETTER

October 28, 2020

Mr. Stefan Mohammed Procurement Specialist (954) 828-5351 100 N. Andrews Ave Fort Lauderdale. FL 33301 <u>Smohammed@fortlauderdale.gov</u>.

RE: RFP/Bid 12435-315 Proposal for Armed and Unarmed Security Guard Services

Dear Mr. Mohammed

As proud military veterans, Veterans Security Corps of America, Inc. (VET SEC) is happy to submit our response to the above captioned RFP. (Vet Sec/the Company) is a Fort Lauderdale based Veteran and Minority owned security guard services company providing security guard services in Florida since 2009. As military veterans and former law enforcement and security industry veterans we understand the myriad of threats that faces the City. Vet Sec will protect the City assets from loss, theft, damage, unauthorized use, criminal acts, espionage, sabotage, and terrorism. As partners, Vet Sec will work with the City to mitigate and "prevent" terrorism, active gun violence, workplace violence, trespassing, and theft of City t property. Our primary focus is to control access and to prevent contraband from entering City Facilities.

Vet Sec has read the solicitation in its entirety and understands the requirement is for a licensed security company to provide class C and B level security professionals at 3 different City locations. We understand that the "Stakes" are too high to do business as usual. Therefore, we will be employing our PPE program during every shift change as will be explained throughout our proposal. The company will provide in this proposal our approach to putting a guard on post, how and who we recruit, how we uniform, equip, train, inspect and supervise our employees. In the proposal we introduce the executives who will be supporting Mr. Beasley by managing the day to day elements of the contract and by listening and promptly responding to your concerns. We conclude our proposal by providing our phase-in/out plan and timelines and by providing a transitions plan, all required DPX deliverables and a price that will allow the company to attract and maintain security officers with minimum turnover. Our proposed rate also allows our company to keep our guards gainfully employed through the term(s) of the contract. The following Technical Proposal/ Response demonstrates our clear understanding of the solicitation's technical requirements.

The Company represents that the following proposal is presented to the City without collusion with any other person(s) company or parties submitting a proposal and that it is in all respects submitting this proposal in a fair and in good faith manner without collusion or fraud. The Company represents that the below named and signed person, Mr. George Beasley has the full authority to bind the company and or negotiate with the City on behalf of the Company. (RFP section 4.1.6). Vet Sec also agrees to provide and maintain, at our sole cost and expense for the full duration of the Term, including any extension thereof, as described in in *Article 4: 2.8.G*.

We thank the City for the opportunity to serve the City and look forward to a benefitting partnership. Please feel free to contact me at 954-731-5163, our email is <u>info@vscguards.com</u>.

BidSync

Sincerely,

George Beasley

George Beasley President

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EXECUTIVE SUMMARY RFP 4.2.2

RFP/Bid/Contract Number Bid 12435-315

Mr. George Beasley is the President of Veterans Security Corps of America, Inc. (Vet Sec) is of Afro American decent and sets the vision for the company to include the development of professional standards and operating procedures. Mr. Beasley started his company as a request to provide vulnerability assessment and security surveys for area businesses. Since 1984 Mr. Beasley has grown his professional career, forming the current company in 2009. Through hard work, grit, determination, and dedication, Vet Sec is now becoming one of the fastest growing minority owned security companies in the South Florida Region. Mr. Beasley currently employs more than 150 armed, and unarmed security officers, all certified and trained pursuant to the demands of the current RFP. Mr. Beasley is a military veteran of the U.S. Air Force with an honorable discharge with a military occupation specialty as a military policeman.

Veterans Security Corps of America, Inc. (The company) is a Class "A" (RFP 2.19) company and is physically located in the City Limits of Ft. Lauderdale. Veterans Security Corps of America, Inc. 3020 North Federal Highway Bldg. 7C, Fort Lauderdale, FL 33306, Email: info@vscguards.com Telephone 954-731-5161 Florida License #B1300B7. The Company is a Florida incorporated business, with a "B" Security License) (RFP 3.02) and is duly licensed and insured to perform security guard services consistent with the RFP.

Vet Sec acknowledges all amendments and accepts the conditions of this solicitation without exceptions or omissions and has no lawsuits against the City, or any criminal activities of moral in turpitude nor does any company executive owe any debts or judgements to the City. (2.17.3)

The Company Executives collectively have more than 150 years of security management experience, much of which has been gained in Ft. Lauderdale and the State of Florida while working with other Major Security Firms such as G4/S, Enterprise Security and Veterans Security Corps of America, Inc.

KEY PERSONNEL

Mr. George Beasley. President Mr. Beasley is a former Broward County Deputy Sheriff and has been a local Ft. Lauderdale Business Executive since 1984. Mr. Beasley holds a Florida "MB" security license. Mr. Beasley sets the vision for the company by developing professional standard operating procedures and by having a "Hands On" approach to the business. Mr. Beasley is very active with company performing interactive dialogue with our employees and our clients. It is not unusual for Mr. Beasley to perform quality control evaluations and make unannounced site visits to ensure that we are keeping our commitments.

Mr. Nathaniel Wood Jr, Vice President of Marketing and Business Development, is a Marine Corps, Viet Nam Veteran. He is a business executive with experience in customer service, training, safety, sales and marketing and has worked for a myriad of Nationally renowned security firms in the FPS/DHS and Federal Markets, having managed security contracts in Washington DC. And Fort Lauderdale. Mr. Wood is a long-term Veterans Security Corps of America employee. Mr. Wood maintain office oversight authority in absence of the President. Mr. Wood's is also capable of managing Business Development teams and is a gifted problem solver with a focus on Customer Satisfaction. Mr. Kevin Williams, Business Manager is Co-founder of the company and represents the company in business and financial matters. Mr. Williams holds a Florida "Class MB" license. Mr. Williams is a Graduate of Bethune Cookman College in Daytona Florida and is South Florida educator. None of our employees have been placed on the convicted vendor list. Mr. Williams develop and manage external financial relationships (e.g., banks, insurers, auditors) and assist with operations as needed.

Patty Garrabrant, Accountant, Vet Sec's Comptroller manages the Accounting and Payroll Divisions. As Comptroller she administers Accounting, (AR/AP) and oversees financial analysis, and audits. The comptroller has built a finely tuned accounting and human resource department, fostering a collaborative environment that improves productivity, individual accountability, and team morale. She designs, establishes, and maintains an organizational structure and staffing to effectively accomplish the organizations financial goals and objectives.

Veterans Security Corps of America, Inc. takes no exception or omissions to any terms, conditions or Provisions included in this solicitation and agree to the anticipated contract provisions. We agree to furnish all items upon which prices are offered at the price set opposite each item. Our Proposal is valid for 120 days after solicitation closing date of October 28, 2020

EXPERIENCE AND QUALIFICATIONS 4.2.3

Vet Sec will provide the City of Fort Lauderdale with an effective means for implementing and monitoring the provisions of the City's rules and regulations, policies, procedures and laws. Veterans Security Corps of America, Inc. understands the Threat(s). We understand that the "threat(s)" can be internal, external, cyber, electronic or can come from natural or manmade disasters such as hurricanes, active shooters, or exposure from chemical and biological agents. Over the past 11 years, Vet Sec has incorporated six (6) physical security methods to prevent those threats as will be discussed further in this section.

The company incorporates technology, and quality control to deter, detect, deny, defend, defeat and detain those with nefarious intentions. We have the knowledge, skills, experience, past performance, and a commitment to excellent service to the City of Fort Lauderdale. We have worked side by side with the then Wackenhut Corporation at the Fort Lauderdale Airport, Broward County Court Houses, and the Broward Hospital facilities. Veterans Security Corps of America, Inc. has, over the past 11 years learned how to quickly mobilize personnel and manage assets at various locations throughout the State of Florida. We can rapidly deploy additional support while responding to our customer's concerns. In addition, our training, logistics and quality assurance staff can monitor and assess SO performance, and deliver best in class services

Veteran Security Corps of America, Inc. possesses extensive experience assuming control of armed and unarmed security guard services contracts as evident in our assumption of a Statewide Security Contract and a County Contract and in a myriad of Florida Counties. All the State Contracts are similar in scope and size as the instant City Contract. Vet Sec effectively executes critical task orders with consistency and delivers quality services. This business philosophy has contributed to contract renewals, add-ons, and referrals for new business. Vet Sec experience in assuming responsibility for mission critical support function, minimizes risk and increases the probability of the City being able to meet timelines and help prevent terrorist's attacks. Vet Sec can perform the required services without contract overruns, unscheduled overtime, contract disruptions or premium pay request.

The company, a local company, and has been licensed in the City of Fort Lauderdale to provide security guard services since 2009. (RFP 2.17.1) The company is a veteran owned and operated minority firm and has sufficient financial support, equipment and the organizational structure and "key Staff" sufficient to perform the services of the pursuant to the RFP at an exceptional level and can perform at a high level on day one of the contract. During those 11 years we have earned an excellent professional reputation and score highly effective on our past performance ratings.

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We have been providing our clients with officers that are cross-trained with multiple-jurisdictional training and certifications. This multi-jurisdictional certification philosophy gives THE COMPANY the ability to accept multiple assignments simultaneously, at remote locations.

The company has provided security officers throughout the State of Florida who are fully qualified, trained, vetted, certified, licensed and insured with a mandate to protect our Customer's employees, properties and the general public from nefarious individuals bent on malevolent intentions.

The Company's North American Industry Classification System (NAICS) code is 561612 -- Security Guards and Patrol Services and under that code we employ more than 100 employees. As such, we are well versed in the Federal, State, County(s) and local laws, codes and ordinances. We are prepared to provide valid copies of our security agency licenses upon request.

The Company currently holds strategic partnerships with several State and Local Agencies where we perform armed security services with the same scope, function and magnitude as the instant solicitation as specified in the instant RFP.

The Company is prepared to comply with all applicable laws required to perform security guard and patrol services within the state of Florida. Both organizations are licensed and experienced in providing armed security guard services within the State of Florida.

Veterans Security Corps of America, Inc. is a Fort Lauderdale based company. Veterans Security Corps of America, Incorporated is fully capable of performing the services of the above captioned RFP. The company fully understands that upon notice of award the Company will be responsible for providing the appropriated armed and unarmed security guard (services).

Our business size is less than 5 million dollars per year Vet Sec provides the following services which include physical security, security management, emergency services, administrative support and officer training: Capabilities include Armed Security officer and emergency rinse as well as:

- Patrols (vehicles, fixed, foot and bicycles)
- Investigations
- Command Center and (CCTV) Operations
- Access Control Screening, (electronics, vehicle, and pedestrian)
- X-ray magnetometer and package screening
- Construction Security and surveillance
- Alarm Monitors and Response
- Cargo Protection
- Executive Protection and professional escort service
- Badging operations and management
- Traffic Control
- Parking enforcement
- Security planning and designs
- Special Events, planning and support
- Quality control and inspection programs
- Safety and OSHA inspections
- Mail room operations
- Key and key card control
- Weapons Training by NRA certified Professionals

The Company ensures the City that it willfully carry-out the policies and procedures, guidelines and orders written and given orally and will safeguard the public by ensuring to carry out our six (D) physical security programs. That is to Deter, Detect, Delay, Deny, Defend and Detain any person or organization with nefarious or malevolent intentions towards the CITY. In addition, VSC will provide supervision at multiple levels and at the sight, in the region and by roving supervisors performing no notice, after hour inspections.

We recruit by holding job fairs, word of mouth, through our Web Site, and job search agencies such as Indeed, and Zip Recruiters. All staff must go through a rigorous background investigation, starting with E-Verify and ending with a drug screen before they are placed on post. Also, to off-set turnover we provide excellent pay and benefits to motivate our people to stay with us. These include employee recognition, monetary awards, and promotion from within. All of this represents a "benefit" to our Clients because we consistently provide customer care and low turnover. Veterans' Security Corps of America Inc. will safeguard and ensure the CITY by providing all the Labor, Supervision, Materials, and Equipment, In a First Class and timely, workman like manner.

APPROACH TO SCOPE OF WORK 4.2.4

The City's objective is to ensure the safeguarding and security integrity of The City's personnel, physical property, and its technological and intellectual assets. The company will deliver, implement, administer, and continuously evaluate our performance to support the City. The company will perform our major responsibilities and ensure continuity of service at the three (3) contract locations.

Our culture begins with setting a tone of vigilance, integrity, and professionalism. This tone begins at the top of our key leadership and provides a commitment of our corporate office to support, maintain and provide a continual learning environment at each of our security locations. Our approach to the City's project is to use our law enforcement and security experience and lessons learned. We will employ a proven quality control plan which includes day and night, notice and no-notice site and guard inspections, which gives us the ability to make on the spot correction should that be necessary. We will supply our security staff with all the tools necessary to provide a highly effective security services program.

Vet Sec's first step to providing the highest quality security services, is to understand that our Security Officers are the frontline of our security programs and will serve as the ambassadors to the City. We provide a professional and focused security awareness culture that fosters customer satisfaction. We achieve this most important goal by instilling a professional security behavior culture throughout our organization. The primary goal of our security culture is to create an environment of awareness and allow our security officers to create a more secure environment.

The Second step in our operational approach is safety. Each day we will conduct temperature scans with a portable hand-held scanner. Any officer with a temperature of 111.4 F will not be allowed to work. We will provide additional personal protective equipment (PPE) to include latex gloves, face masks and face shields. An additional company approach to utilize efficient management and supervision to oversee site management and field level supervision. The President of our company designates an area-wide supervisor to represent the President. The President acts as the City's single point of reference in all contract matters. The Area-Wide Supervisor is a non-uniformed position and is available in person or by telephone, text or email twenty-fours per day. In many cases the Contract Manager is contractually directed. There are occasions where the Site Supervisor is the government's single point of contact, but the Contract Manager guarantees the Government a corporate level representation to ensure contract compliance and excellent service delivery.

The Company provides a professional support team that includes professional trainers, quality control Inspectors, Human Resources and benefits, logistics (uniforms) and Pay-Roll. The Company uses a myriad of Technological applications such as "Silver Track" and "Quick Books" to guarantee operational consistency.

Vet Sec understands and agrees to the stipulation of section 4.0 that this contract is for 2 base years, with two option periods. We also understand and agree that the City may add additional Tasks as may be necessary and that Vet Sec agrees to accept these services. Vet Sec has security licenses and permits to conduct business in the

In accordance with proposal sections 3.04 Vet Sec understands and agrees to the established working hours. Vet Sec will provide highly qualified security level C and level B security officers Monday through Friday, including City holidays.

Recruiting and Staffing

The Company possesses significant experience in personnel staffing, to deliver the services required at the City facilities. Our staffing approach has been developed by utilizing the various methodologies that we have designed while successfully staffing a wide variety of security programs with similar scope, size and complexity. All personnel will be required to undergo our comprehensive recruiting and vetting process that ensures only qualified, licensed, and trained individuals perform on the proposed security program. We anticipate that replacement personnel may be required to backfill posts due to attrition during Phase-In or natural attrition throughout the life of the contract.

The challenges in staffing any Security guard services contract is recruiting, on-boarding, training, scheduling, supervision, and management. To consistently ensure that the security posts are filled with highly qualified professionals employ our age - old motto to never stop recruiting the best people available. We understand the importance of consistent recruiting because of the high turn-over and overtime rate(s) associated with the security industry. We have learned that we are never fully staffed. We believe that staffing is never finished. "Today we are fully staffed, next week we are 10 people down". We know from experience that people jump from contract to contract, fail the range, and move out. Even though young and healthy and physically fit, our employees get sick, or fail to meet our high expectations and standards. To combat this, we never stop recruiting qualified candidates.

The company will provide background checks, drug screens, uniforms, and equipment to all accepted personnel, before training begins. The City will have the authority to approve or disapprove any candidate.

Our recruiting system is powered by our web-based CATS-1 applicant tracking system (ATS). CATS-1's pre-hiring solution allows us to automate application tracking, background screening and employee onboarding. We can sort through candidates-for-hire more efficiently, anticipate our retention rates, and integrate the process with our own web and technology tools. We focus on:

- 1. Attracting a large and diverse pool of applicants reflecting community demographics
- 2. Providing easy, clear web-based interface for qualified candidates
- 3. Automatically filtering applicants for basic qualification requirements
- 4. Facilitating management of large active candidate pool
- 5. Reducing transition risks by ensuring we have potential candidates in our pipeline

To expedite the staffing process, we routinely pre-screen candidates who meet basic requirements for SOs. Oftentimes, we can in-process such candidates within a relatively short time.

All personnel assigned to this contract shall be properly trained, qualified, and licensed to perform security services as outlined in Level A, B and C below. No security officer will be assigned to City Property without a thorough background check and the completion of all mandatory in-processing requirements such as background checks, firearms handling assessments, Written/Oral Skills Assessments, Domestic Violence Inquiries, Medical Examination and Drug Screening and Contractor-Provided Training.

The Contractor will provide candidates for review and approval either administratively or personally by the City's' designated representative prior to assigning a security guard All VET SEC personnel will be required to conduct themselves in a professional, respectable manner, observe the doctrines of behavior as a public servant and be polite, courteous, cooperative, and pleasant in the conduct of their duties. Any officer found not performing their duties during their scheduled post can be grounds for dismissal and a replacement officer provided immediately. The Contractor shall be responsible for the appearance, conduct, and supervision of all personnel concerned with the operation of this security officer sthat will be individually assigned to the location. Training will not be billable.

Security Officer Training

Security Officers must have at least 16 hours of classroom training and 8 hours of supervised On-the-Job (OJT), each Security Officer must pass with a satisfactory rating prior to being assigned to post on site, the following Classroom training:

- a. Basic security concepts the role of security
- b. Standards of Performance and Expectations
- c. Legal restrictions on arrest, search, and seizure relative to Security Officers
- d. Safety
- e. Fire Prevention and Control to include control, detection and reporting of fires, including the use of portable fire extinguisher and the control of automatic sprinkler systems (with practical hands on application to be provided)
- f. Procedures to be followed in reporting a violation of the law to a duly constituted law enforcement agency
- g. Access Control
- h. Public Relations and Customer Service Training
- i. Asset Protection
- j. Methods of Patrol
- k. Report Writing
- 1. Incident Reporting
- m. Responding to Emergencies
- n. Policies and Procedures
- o. Drug and alcohol abuse; recognition of common drugs, paraphernalia, and systems of abuse
- p. Telephone courtesy
- q. Sexual harassment
- r. Training in appearance, attitude, conduct, and discipline
- s. Awareness level of Hazardous Material procedures and policies
- t. Post Orders (individual Posts vary in requirements)
- u. Basic First Aid
- v. Adult and child CPR
- w. Conflict Mediation/Reduction
- x. Radio communication skills
- y. Emergency situations

All OJT content will be supervised by the Area-Wide supervisor and will include the following:

- a. Performance post assignments/knowledge of Post Orders
- b. Performance of Special Assignments
- c. Public relations including recognition of public officials, management staff,
- d. City facilities and history
- e. The development of site-specific post test
- f. Patrol Procedures
- g. Benefit: The City benefits because we ensure that everyone is qualified to stand post according to contractual requirements.

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High Standards

The Company's minimum hiring standards include the following.

- a. Citizenship: be a United States citizen, or a lawful permanent resident
- b. Experience: The candidate must have a combination of three (3) years of experience in physical security (as a security officer armed or unarmed)
- c. Education: The candidate must have earned a High School Diploma,
- d. Medical and Physical Standards: The selected officers should provide a reasonable indication of the applicant's or incumbent's ability to remain on his or her feet for long hours, conduct roving patrols, climb and descend stairs and hills, and quickly react/respond to an emergency and should pass a medical, vision, hearing and drug screen examination.
- e. The candidate must be able to articulate, read, write, and comprehend the English Language
- f. Must be free of any known mental or depress or suicidal thoughts
- g. Must have had no felony conviction,
- h. If prior Military, poses an honorable discharge from the military
- i. Must be at least 21 years of age, and be able to protect themselves and others, displaying a strong image of professionalism.

Transitioning Predecessor Employees

In accordance with Department of Labor (DOL) regulations and statutes 29 CFR Part 9 and EO 13495, we intend to offer right of First refusal to all incumbent personnel. All employment candidates, including both incumbent personnel and new hires will be required to successfully complete our recruiting, training, and vetting process. The Staffing and Recruitment Transition Team, led by our Mr. George Beasley will utilize all available resources to identify predecessor employees and work with the training and transition team to produce licensed, trained and qualified security officers. Incumbents are given the right of first refusal and will be advised of their obligations to honor their current work schedule, while fulfilling all mandatory in-processing requirements for the proposed security program.

Recruitment of New Employees

The primary responsibility of the Staffing and Recruiting Team will be to obtain personnel coverage for vacancies to fulfill the minimum staffing requirements during the 90-day transition period pending the anticipated contract start date. Within our internal procedures, there are several steps that must be followed to ensure that we are recruiting only qualified security personnel. Furthermore, our Silver Trac program is equipped with the ability to track officer's credentials such as licenses, training, CPR, First-Aid, AED, infant and Child Care, batons, OC irritants and weapon permits, weapons qualifications, fitness determinations, drug screen results and fit for duty certificates. As an officer enters his/her maturity date for a given certification, license, or qualification, 90/60/30-day parameters are established in the system to automatically notify our PM and training team that their qualifications are due for renewal.

Training and Qualifications

The Company will conduct formal classroom training, along with the required testing and qualifications to ensure both incumbent and new hire personnel are able to demonstrate their proficiency on the applicable course instructions. We will coordinate our efforts with the appropriate City representative to accomplish the requirements.

Although the City requires 8 hours of OJT, Vet Sec, projects that each new hire will need to devote a mandatory minimum of 24 hours towards completing the mandatory pre-employment training requirements including, but not limited to the following:

- Basic
- Weapons Training
- Supervisory Training

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• In Service Training

Vet Sec projects that the predominance of the proposed training will be conducted between transition weeks 1 and 4. We will coordinate our training efforts with the City Manager and the Area-Wide Supervisor. A series of testing and qualifications conducted immediately upon completion of training. Our Training Plan will be updated as needed to reflect changes in scope and task requirements, lessons learned, supervisory input, and regulatory changes. The City Manager will be allowed access to and will approve all changes to the Training Plan prior to implementation. The 4-*hour Refresher Training* will be scheduled annually after the completion of the basic training and written exam. Part-Time and On-Call Security Officers will be relied upon to assist with continuous post coverage during refresher training periods.

We will also use local firing ranges for weapons training and qualification. Our firearms training will include weapons safety, marksmanship, firing and aiming, lowlight and darkness engagement techniques, loading and reloading techniques, grips and shooting positions, use of cover, and force continuums.

Equipment Issuance, Maintenance and Accountability

The Company maintains accountability for all items from the original point of issuance and acceptance, through effective management and accountability until such a time of release of responsibility by authorized means including, but not limited to transfer of ownership, official use, depreciation, or other acceptable means of disposal. Prior to the formal commencement of security services, the Program Operations and Support Team, along with the Area-Wide Supervisor will conduct a detailed inventory of all contractor furnished property including, but not limited to the following:

- Computer and IT-related equipment
- Office furniture / equipment
- Communications Equipment
- Storage Facility (Lockers)
- Security Patrol Vehicles

- Personal Protective Equipment
- Communications Equipment
- Handheld Magnetometer
- Handheld Temperature Scanner
- Supplementary Equipment

All City provided supplementary equipment will be maintained under the direction of the Site Supervisor. Any incidents of stolen, misplaced, damaged, malfunctioning or otherwise compromised governmentprovided items will be promptly reported through written correspondence no later than 24 hours from the time of official notification. Uniforms, Equipment and Accessories, will be purchased from a local uniform supplier.

Site Supervisors provide direct oversight of acquisition, usage, maintenance, repair, replacement and/or disposal of both site-issued and personnel-issued contractor provided equipment.

Weapons and Ammunition:

The Company is skilled in the rules and regulations for providing firearms and ammunition in support of the City contract. Upon successful completion of the prescribed training program and firearms qualifications, armed security personnel will be officially assigned their own weapons as their on-duty service weapon. Officers will have enough magazines and ammunition, along with all other applicable duty gear, to report for their post assignment in duty ready status. We maintain a strict "Firearms Safety and Training Policy" which all armed personnel are required to abide by to mitigate potential liability.

Quality Control (QC)

The Company proposes to utilize our comprehensive Quality Control Plan to ensure the consistency and quality of armed security services provided in support of the city. We pride ourselves on building quality control into every aspect of service delivery. Within our organizational structure, we have identified and assigned our Operations, Mr. George Beasley to serve as our primary Quality Control Program Oversight Manager.

Mr. Beasley is a trained and experienced security manager who will perform unannounced inspections of the proposed Security Program on a regular basis. Mr. Beasley, as vice President of Operations possesses delegated authority to direct the immediate removal and subsequent replacement of non-conforming security personnel, as deemed necessary. The Company may also use a 3rd party, independent service provider. However, Mr. Beasley is accountable and reports his observations directly to the President of the Company. Mr. Beasley will make on the spot resolutions/corrections to operational concerns and apply corrective actions in the most reasonable and expeditious manner, based on the magnitude of a given performance-related problems. Vet Sec supports quality control on a 24 hour per day, 7 days per week basis.

The Vet Sec QC Plan, at a minimum, outlines the areas of inspection, methods of inspection and frequency of inspections performed by our Quality Control Managers (s). Mr. George Beasley will address our methods and techniques for implementing QC processes. He along with Mr. Kevin Williams, will be responsible for inspections and detection of deficiencies. They will determine how deficiencies and customer complaints are resolved. They will determine the root-cause of any deficiencies and develop remedies and strategies to mitigate those same failures in the future. The following paragraph shows how corrective actions will be monitored and performed and what mitigation strategies we will use to measure our QC and explains how we will resolve complaints.

The primary purpose of the QC Program is to:

- Rapidly detect performance that falls below the acceptable quality standards through in-process quality control steps, customer feedback, and analysis of performance metrics trends.
- Recommend, enforce, and evaluate the results of periodic process corrections.
- Provide a structured process to identify and track operational non-conformances or quality discrepancies, modify those processes to prevent recurrence, and implement follow-up steps to measure process improvement.
- Complement existing City quality management systems with interoperable, overlapping, but not conflicting, quality control practices for all contract security functions.
- Establish a permanent written record of QC inspections and demonstrate follow up activities to correct observed deficiencies in acceptable standards of performance
- Ensure customer satisfaction and compliance with the requirements of the contract

The Company's Quality Control Plan (QCP) includes a detailed inspection system to ensure that the proposed security program meets and/or exceeds the basic requirements.

Safety

Vet Sec security officers are trained to identify safety hazards while they are on patrol. There are four things that the guards are particularly looking for. However, there are ten (10) most common safety problems that they have been trained to identify. All safety hazards will be addressed by prompt notification to the engineering department and then to the Contract Representatives.

Patrol Observations and Reporting

Security officers will immediately report any of the below vulnerability issues with a telephone call, followed up with an incident report. Notifications are made immediately. Incident reports are provided to the City not later than 0800 the next morning or within one (1) hour during business hours. All reports will provide Who, What, Where, When and Why and provided in a narrative clear and concise report.

The following is what each Vet Sec Security Officer is looking for while on duty.

- Is there anything found, while on patrol, at the job site that if not corrected immediately could lead to major loss of life?
- Is there anything, found, while on patrol, at the job site, that if not corrected immediately could lead to major loss in vital utilities or services
- Is there anything found at the work site, while on patrol, that if not corrected could lead to major property damage
- Is there anything that is out of the ordinary that requires a response from maintenance?

Safety Rule Violations

Security officer on patrol are taught to look for the following safety violations and report same to maintenance.

- Poor housekeeping, rubbish, and trash
- Blocked stairwells
- Blocked fire extinguishers
- Makeshift ladders or ladders with broken rungs or frayed footings
- Improperly stored chemicals
- Poor Lighting
- Chemical spills
- Slippery and wet floors
- Failure to wear eye protection
- Frayed Wiring
- Overloaded electrical sockets

Safety Training

The Program Manager will ensure that employees receive safety training. Safety training provides employees with the tools to differentiate between safe and unsafe practices, situations, and conditions. Security Officers will be encouraged to perform their job assignments in a safe manner. Training leads to a reduction or elimination of accident/injuries, as well as heightened job satisfaction. This procedure establishes the requirement that all employees receive safety training when they are hired, prior to performing job tasks.

Our employees will be trained to identify and report all possible safety hazards. There are four (4) critical vulnerability concerns and eleven ten (11) safety problems that our officers must be able to identify. All safety hazards will be reported promptly to the engineering department. In some cases, our officers will make immediate and on the t corrections such as unblocking stairwells, unblocking fire extinguishers, reporting slippery conditions, calling for slip proof rugs, unplugging frayed wires or overloaded sockets, removing projecting eye level objects and taking out of service (removing) broken chairs are but a few things that patrol officers and safety inspectors can do to help prevent accidents.

Safety Inspections

Vet Sec will help prevent personal injuries by conducting safety inspections at all Account facilities no less than quarterly. We will document safety violations by taking photos of flagrant violations, completing inspection forms, halting dangerous activities, and immediately reporting all serious violations. The program manager will conduct safety assessments on new or first-time activities and put in the necessary safety parameters to ensure an accident free work environment.

Fire Prevention and Hazardous Materials

Security officers are taught to identify fire hazards, where and how to shut off sprinkler systems and the types of sprinkler heads and what to do if they observe a leaking sprinkler head. Safety is covered in all our training classes. The Manager is trained in industrial safety, fire safety, hazardous materials shipping, handling, storage, disposal and industrial hygiene monitoring. Vet Sec security officers are taught to identify fire hazards, where and how to shut off sprinkler systems, the types of sprinkler heads and what to do if they observe a leaking sprinkler head.

Lead Abatement

Our Management Team established a lead abatement program for our fire arms instructors as a preventive measure from excessive exposure to lead, which includes an annual blood test, along with training on the importance of hand washing and changing of clothes after conducting a course of fire. While training at the firing range, hand washing after firing and hearing and eye protection during firing are required and enforced.

Blood / Air - Borne Pathogens

Vet Sec will establish blood borne pathogen program that reminds security professionals of the dangers associated with meeting body fluids from other people. Employees are encouraged to use personal protective clothing when they come in close contact with other human beings. We issue blood borne pathogen kits (worn on a belt pouch) which includes rubber gloves, face shields and sanitary wipes.

Personal Protective Clothing

Personal protection equipment (PPE) will be issued to security officers, mobile patrol officers, rovers and Emergency Response Team (ERT) Members. PPE includes helmets, face shields, protective vests, safety shoes, latex gloves, gas masks, hearing plugs/muffs and eye goggles at a minimum.

The Vet Sec Area-Wide Supervisor will aggressively implement an accident prevention plan by working with all stakeholders, from the Vet Sec Owners to the Security Officer on post; We will take every step to ensure a secure and safe work place. Vet Sec security officers are taught to identify hazards, where and how to shut off sprinkler systems and the types of sprinkler heads and what to do if they observe a leaking sprinkler head.

SUPERVISORY PLAN

The purpose of this supervisory plan is to ensure consistency in our operations. The Vet Sec Supervisory Plan allows supervisors the ability to prevent, respond and react to developing situations. The Vet Sec supervisory plan consists of an Area-Wide Supervisor and a Site Supervisor/lead person. The Area Supervisor visits the sites continually throughout the week, spending additional time at certain buildings due to their higher concentration of post hours.

Supervisors serve as the primary point of contact for the building managers assigned to their locations and are responsible for the safety and proper conduct of all assigned personnel. The Area- Wide Supervisors and Roving Supervisors will operate on staggered work schedules and have the autonomy to revert to serving as a back-up based on staffing needs. They will not serve in both capacities simultaneously.

Each supervisor will remain flexible and, based on specific requirements, is available to assist other supervisors in emergency or unplanned events; or to assist the City with any extraordinary concerns. The Account Manager is the overall senior person responsible for contract operations. This is a non-uniformed position with responsibilities for training, quality control and administrative functions such as time keeping, records management and training. The Account Manager is the Key Person with overall responsibility to accept changes and work orders for the Vet Sec. We will hire the Incumbent Account Manager upon an

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award based upon his or her right to refuse an offer from Vet Sec. We believe that hiring the existing account manager enables Vet Sec to hit the ground running with minimal impact on operations, no more apparent than a shift change on day one.

The Area-wide supervisor is responsible to ensure that all posts are covered each shift at all locations. To support this effort, Vet Sec depends on our technology-based manpower program called "*Silver Trac*". This program mitigates open posts by using a call-in process that documents when officers arrive at post and tracks his movement throughout the shift. If a scheduled officer does not sign in for duty, a notification is sent to his or her designated supervisor and the supervisor will ensure coverage by dispatching another officer or by filling the post themselves until a replacement arrives. Supervisors will immediately dispatch the first available reserve force (we maintain a 10 % reserve/back-up force), which works part-time on-call basis. The benefit to the City is there is never a security breach caused by an unattended post.

Vet Sec proposes to employ a total of two (2) full-time equivalent Supervisors. One supervisor is a Rover and swing-shift supervisor to ensure adequate coverage in case of a regular supervisor's absence. All supervisors will have the rank of Sergeant. This guarantees supervision at each location.

The Area-Wide Supervisor "Captain" will be located out of the Ft. Lauderdale facility for direct command and control and immediate communications with the City Managers. The Area-Wide supervisor will be assigned to oversee the day-to-day security operations of the 3 facilities and will perform both operational and administrative functions in support of the specific facility. Benefit: The city will have no delay or down time in getting general, specific or special orders to the field. We have chosen Mr. Kevin Williams as the Vet Sec Area-Wide Supervisor. Mr. Williams will supervise the widespread geographic location of the City buildings, and posts; and will maximize the contact between and among the security officers. Mr. Williams is an individual with 10 years of security experience in quality control, supervision, inspections and account management experience. The City must formally approve Mr. Williams as the area –wide security manager before assignment.

Site Supervisors Duties

- The site supervisors are required to make (two) daily inspections of each post during their tour of duty. One inspection will be prior to the shift and will include a visual review of the officer's uniform, mental condition, and professional and personal appearance. Every officer will project a military and police protocol. One inspection will be conducted during the middle of the shift to ensure post integrity and another inspection will occur at the end of their tour of duty where the site supervisors will conduct another inspection that will include the review paperwork and incident reports. Reports will be checked for neatness and accuracy.
- Site supervisors will always ensure that the Security Officers (SO)s have current commissions on their presence and are proficient in access control procedures related to entry/exit procedures of their assigned site and respective post.
- The site supervisor will ensure that SOs abide by the standards detailed for their post
- In the event of an emergency during any given shift, the site supervisor will immediately rend and oversee all appropriate efforts to resolve the emergency. And stay at the site until the arrival of qualified City employee. The site supervisor may act as the on-scene incident commander.
- Early Arrival: Site supervisor(s) are required to report for duty fifteen (15) minutes prior to their shift to receive security briefings related to the departing and arriving shifts
- Take necessary steps to ensure that all posts are properly covered

- Ensure that SOs are on time and at their duty location at the posted times according to their schedules. The site supervisor will be properly attired in the proper uniform, with all appropriate equipment for their post (s). The site supervisors will be able to schedule the work force, administer discipline and have excellent written and oral communication skills.
- Patrol on foot or in a marked patrol vehicle, to detect, investigate and report unusual situations, such as open doors, broken windows, power failures, malfunctioning lights and fire or safety hazards. Perform special police duties protecting all CITY properties and prevent vandalism, theft, and sabotage.
- Maintain proper radio/telephone communications with the designated CITY officials, supervisors, and company headquarters, if appropriate. Write a report of any unusual incidents occurring on the shift and submit it to CITY not later than the next tour of duty.
- Perform the above listed duties at the various CITY facilities on variable shifts. SOs may work extended hours during inclement weather and as necessary.
- Perform other related security duties as may be required by the security manager.

Staffing/Scheduling

Vet Sec understands the requirement of this project is to have 8 to 10 qualified security officers to support the 3 facilities that the city of Fort Lauderdale operates. Our corporate HR staff works alongside the Area-Wide Supervisor to keep a labor mix of 85% FT-15%PT available for regular post hours and unforeseen emergency hours. We process new hires through the electronic employment eligibility verification system (E-Verify), thoroughly pre-screening all security candidates; as a result, we maintain a 95% approval rating, and security clearance/suitability requests for prospective employees.

To maintain a PT reserve force of 15% we strive to employ former law enforcement and/or military retirees that wish to work less than a normal 40-hour week; and thus fill in for relief work, emergency hours, augment the normal 40-hour schedule and make up our reserve force. This model provides a reliable resource pool to support City Facilities.

Scheduling, Electronic Timekeeping

Vet Sec recognizes the importance of accurate time keeping. Whereas Vet Sec will provide written tie sheets as back-ups, all time will be done electronically to verify and record the actual hours worked by personnel performing Services under this agreement. Vet Sec uses Silver Trac time keeping system. The silver Trac scheduling system allows the Company and Supervisors to change schedules as necessary and monitor the officers' whereabouts throughout the shift.

Shift Work on the City Facilities will be 8 hours. Officers will report for work at 0700 to 1500, 1500 to 2300 and 2300 to 0700 military time(s). Officers will be afforded 2 -15 minute and one 30 min meal break each shift.

Uniforms and Equipment 4.2.4

Vet Sec will provide all personnel assigned to this Contract with professional grade uniform and equipment necessary to perform the protective services and duties as required. We agree to and understand that all uniforms will be approved by CITY. At a minimum we will issue the following:

Uniforms	Site Supervisor	Armed Security guard	Unarmed Security Officer	Part Time Security Officer
Black - SS Shirts;				
Black- LS Shirts;				
Black - 8" Waterproof Wind Breaker	Ŏ			
Black - Inner Belt	Ŏ	Ŏ		Ŏ
Black - Duty Belt	Ŏ			Ŏ
Black - Belt Keepers (Set of 4)				
Baton Heat 21", Collapsible for non-lethal force				
Black Baton Holder				
Silver/Gold Nameplate: FIRST INITIAL, LAST NAME				
Black Ball Cap (Closed);				
2 "D" Cell Mag Lite				
Black Nylon Flashlight Ring Holder; w/snaps				
CPR Kit (Inc.: Gloves, Micro shield & Holder)	Ò			
Silver Security Officer Badge (w/Liberty & Justice)		Ŏ		
Photograph Identification Cards (First Name, Last Name, Company Name,				
date of commission class completion and an updated photograph)				
Cell Phones /Two-way Radios w/ multi-unit chargers				
Security Patrol Wand (Guard Matrix/Tour System)				
Vehicles				
Golf Cart, Electric/W/ lights and cover				
Uniform Provisions		-		

Uniform Provisions

Armed Security Officers Only

Weapons and Related Equipment Provided by Officers

Black Magazine Holder

Black Nylon Holster

9mm semi-automatic the weapon will be carried "Hot" Round in the chamber

Ammunition Officers will carry two 17 round magazines and one full 17 Round magazine in the weapon

	15-Day Transition Tasks	DAYS 1-4			DAYS 5-8				DAYS 9-13								
AY	DESCRIPTION	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	Contract Award	٠															
2	Order/purchase new uniforms and accessories.		•														
3	Weekly Status Meetings with City		•	٠	٠	•	٠	٠	٠	٠	٠	٠	٠	٠	٠	•	•
4	Meet new employees, hold meet and greet, discuss schedules		•	•	•												
5	Schedule training for CPR, first aid, AED		•														
6	Start developing Post Orders		•														
7	Transition Plan Submitted to City Manager		•														
8	Employee orientation, Customer Service, Professionalism		٠	٠	٠	٠								٠	•		
9	Review Post Locations for Post Order Development			•	٠	•	٠	•	٠	٠							
10	Identify and Hire Security Officers			٠	•	٠	•	٠	•								
11	Interview and hire Supervisors		•	٠	٠												
12	Submit Key Personnel Resumes to COR for approval		•	٠	٠	٠											
13	Obtain Local Jurisdictional Licenses/Permits/Tax No's. etc.																
14	Provide City Manager with legible copy of all employee and supervisor licenses by contract start up		•	•	•	•	•	•	•	•	•	•	•	•	•		
15	Submit Insurance Certificate		٠														
15	ID Cards and Credentials accomplished on employees		٠	٠	٠	٠	٠	٠	٠	٠	٠	٠	٠	٠	٠	٠	
15	NEW HIRES MUST PASS MEDICAL STANDARDS		٠	٠	٠												
15	Order 2-week supply of PPE materials (1. masks, 2. gloves, 3. sanitizer)		•	•													
15	Operational Readiness Review - review status of all task and objectives									•				•			
16	Formally Begin Service																

REFERENCES 4.2.5

Contract Number: 92121500-20-1		Project Award Date: March 03, 2020			
Technical Point of Contact: Jeff Eagan <u>jeff.eagan@em.myflc</u> (850) 591-4699	rida.com	Complete Address of Entity: 2702 Directors Row, Orlando FL 32809			
Facility Location: 2702 Directors R 32809	Row, Orlando FL	Facility Types: State Emergency Services (Total Est. Annual Cost \$2.7 million)			
Description of Work:	and safeguard for and assets from le espionage, sabota effective means for State Facilities. equipment, transp provide security se Vet Sec implem	Security Officer services to increase physical security State of Florida employees, facilities, and property oss, theft, damage, unauthorized use, criminal acts, ge, and terrorism. We provide the State with an or implementing and monitoring the provisions for Vet Sec furnishes all labor, supervision, materials, portation, training, and management necessary to ervices in accordance with the contract requirements. nents all necessary scheduling, personnel, and procedures to ensure timely accomplishment of all quirements.			
Complexity of Operations:	The complexity of the State contract requires coordination and implementation of standard security protocol over a very large geographic area with over 20 security and approximately 26,208 hours annually.				
Unique Contract Requirements:	Vet Sec was awarde	ed a 5-year contract in 2019.			
Outstanding Achievements:					

Brevard County Waste Management Contract Number: B2-18-64 Technical Point of Contact: Richard Dees <u>richard.dees@brev</u> (321) 633-1888 Facility Location: 2250 Adamson Rd. Cocoa, FL 3292	<u>ardfl.gov</u>	Project Award Date: August 2015 Complete Address of Entity: 2725 Judge Fran Jamieson Way, Bldg. C Viera, FL 32940 Facility Types: Waste Disposal (Total Est. Annual Cost \$208,000)			
Description of Work:	guard services. The week, 365 days accounting/payroll s the assigned Proje licensed security g management neces illegal, or threaten facilities, information	Sec has a highly sensitive requirement to provide professional security d services. The Posts are manned 8-12 hours a day, seven (7) days a k, 365 days a year. Vet Sec provides administrative support bunting/payroll support and proven internal control processes, including assigned Project Manager. Vet Sec provides a qualified, trained and used security guard force, along with the supervision and project agement necessary to serve as a 24-hour deterrent against unauthorized al, or threatening activities directed toward the employees, visitors ties, information, and programs.			
Complexity of Operations: Unique Contract Requirements:	scheduling part-time	bove and beyond to fulfill the contract requirements by also e employees to fulfill specific post orders, Vet Sec utilizes ce that serves to provide relief for SOs throughout the day			

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City of Fort Lauderdale

	because our contract prohibits roving patrol officers from providing relief breaks.
Outstanding Achievements:	

Plaza on the University						
Contract Number N/A		Project Award Date: August 15, 2015				
Technical Point of Contact:		Complete Address of Entity:				
Gloria Middleton <u>Gmiddleton@am</u>	ericancampus.com	1201 University, Tampa, FL 32874				
(321) 246-0772						
Facility Location:		Facility Types: University				
1201 University, Tampa, FL 32874		(Total Est. Annual Cost \$307,000)				
Description of Work:	guard services at the week, 365 days accounting/payroll set the assigned Projection licensed security of management necess illegal, or threaten facilities, information	Ity sensitive requirement to provide professional security the Posts are manned 24 hours a day, seven (7) days a a year. Vet Sec provides administrative support, support and proven internal control processes, including ct Manager. Vet Sec provides a qualified, trained and guard force, along with the supervision and project sary to serve as a 24-hour deterrent against unauthorized, ing activities directed toward the employees, visitors, h, and programs at the following locations:				
Complexity of Operations:		pove and beyond to fulfill the contract requirements by				
Unique Contract Requirements:	utilizes a Breaker R	-time employees to fulfill specific post orders, Vet Sec elief Force that serves to provide relief for SOs/SPOs because our contract prohibits roving patrol officers from ks.				
Outstanding Achievements:						

BidSync

MINORITY /WOMEN (M/WBE) PARTICIPATION 4.2.6

Veterans Security Corps of America is a minority owned Veteran Owned company, licensed to perform security guard services in the City of Ft. Lauderdale. Agency : Florida Department of Agriculture License No. B1300B7 The Company, Incorporated 2009 Web Site: www.vscguards.com Emails: info@vscguards.com

Telephone numbers: 954-731-5161 Fax numbers: 954-652-1197

The Company certifies that it will not be using sub - contractors for this project. the Company acknowledges the complexities associated with this transition plan. A successful transition consists of seamlessly implementing new procedures with no disruption to the existing program. We will carefully coordinate our phase-in activities with City representatives. It is our goal to successfully accomplish this transition with all ongoing operations and projects continuing with minimal disruptions.

Sub-Contractors: 4.2.7 None

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l If	PORTANT: If the certificate holder SUBROGATION IS WAIVED, subject is certificate does not confer rights to	to the te	orms and conditions of th	e policy, certain p	olicies may			
PRO	DUCER		7-242-9600	CONTACT Central	Insurance A	lgency	-	
93 E	tral Insurance Agency, Inc. East Main Street			(MC, NO, EXU.	42-9600	FAX (A/C, No):	877-2	43-8995
	ithtown, NY 11787 Inge Gavaris			E-MAIL ADDRESS: Certifica	tes@ciains	ures.com		J
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				INSURER A : Steadfa	ast Insuran an Guarant			26247
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Am 302	rica, Inc. D North Federal Highway J 7 Suite 2A Lauderdale, FL 33311		-	Zurich		ns. Co of IL		27855
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	ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH						O ALL	The Terms,
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	X Error & Omissions						\$	1,000,000
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	AND EMPLOYERS LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE		WC 0169936 00	04/04/2020	04/04/2021	E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory In NH)	N/A				E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT		1,000,000
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<u></u>				CANOPI 1 47101				
UE			PROOF-2	CANCELLATION				
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Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Florida Profit Corporatio	
And the second se	CORPS OF AMERICA, INC.
Filing Information	
Document Number	P09000096833
FEI/EIN Number	01-0950649
Date Filed	11/30/2009
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	09/30/2013
Principal Address	
3020 North Federal High	way, bldg, 7
"C"	
Fort Lauderdale, FL 333	06
Changed: 01/18/2020	
Mailing Address	
3020 North Federal High	way, bldg, 7A,
"c"	
Fort Lauderdale, FL 333	06
Changed: 03/02/2019	
Registered Agent Name	& Address
Beasley, George Brinson	n
3020 North Federal High	nway, bldg, 7A,
"c"	
Fort Lauderdale, FL 333	06
Name Changed: 01/18/2	2020
Address Changed: 03/0	2/2019
Officer/Director Detail	
Name & Address	
Title President	
Beasley, George Brinso	

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Detail by Entity Name

3020 North Federal Highway,	Bldg. 7
"C"	

Fort Lauderdale, FL 33306

Title President

10/23/2020

Beasley, George Brinson 3020 North Federal Highway, Bldg. 7 "C" Fort Lauderdale, FL 33306

Annual Reports

Report Year	Filed Date
2018	03/11/2018
2019	03/02/2019
2020	01/18/2020

Document Images

01/16/2020 - ANNUAL REPORT	View image in PDF format
03/02/2019 - ANNUAL REPORT	View image in PDF format
03/11/2018 - ANNUAL REPORT	View image in PDF format
01/07/2017 - ANNUAL REPORT	View image in PDF format
01/08/2016 - ANNUAL REPORT	View image in PDF format
03/12/2015 - ANNUAL REPORT	View image in PDF format
04/01/2014 - ANNUAL REPORT	View image in PDF format
09/30/2013 - REINSTATEMENT	View image in PDF format
11/30/2009 - Domestic Profit	View image in PDF format

Form **W-9** (Rev. October 2018) Department of the Treasury Internal Revenue Service

1 Name (as shown on

Request for Taxpayer Identification Number and Certification

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

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

your income tax return)	Name is required on this line: do not leave this line blank	

	VETERANS SECURITY CORPS OF AMERICA, INC. 2 Business name/disregarded entity name, if different from above	<u> </u>						
pe. ons on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check onl following seven boxes. □ Individual/sole proprietor or single-member LLC	ly one of the certain entities, not indi instructions on page 3): Trust/estate Exempt payee code (if a	viduals; see					
Print or type. Specific Instructions	 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner. 							
Spe	Other (see Instructions) ► 5 Address (number, street, and apt. or suite no.) See instructions.	(Applies to accounts maintained ester's name and address (optional)						
See								
	6 City, state, and ZIP code							
	DEERFIELD BEACH, FL 33064							
	7 List account number(s) here (optional)							
Par	Taxpaver Identification Number (TIN)							

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

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

Social security number										
			-			-				
Or Employer identification number										
0	1	_	0	9	5	0	6	4	9	

Part II Certification

Under penalties of perjury, I certify that:

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

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here	Signature of U.S. person ►	Peorte B Bearter	Date > 10/23/2020
~			

General Instructions

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

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

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, later.

Cat. No. 10231X

DPX Form

Supplier Response Form BID/PROPOSAL CERTIFICATION

<u>Please Note</u>: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through <u>www.BidSync.com</u> 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 <u>http://www.dos.state.fl.us/</u>).

		tration) VETERANS SECURI		RPS OF /	M * EIN (Optional): 01-0950649		
City: FORT	LAUDERD	DALE * Stat	te: FL		Zip: 333 (9 6		
Telephone	No.: GUARDS	954-731-5161	*	FAX	No.:	954-652-1197	*	Email:
Total Bid Disc	ount (sec t	after receipt of Purchase Ordention 1.05 of General Condition alifies for MBE / SBE / WBE (sec	is):	· · · · · · · · · · · · · · · · · · ·		····· ···· · ·		

<u>ADDENDUM ACKNOWLEDGEMENT</u> - 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
1	10/09/2020	2	10/27/2020		· · · · · · · · · · · · · · · · · · ·
					· · · · · · · · · · · · · · · · · · ·

<u>VARIANCES</u>: 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.

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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

10/27/2020

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:

GEORGE BEASLEY Name (printed)

.

10/27/2020 Date

Signatury B. Dowley

PRESIDENT Title

Revised 4/28/2020



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

VETERANS SECURITY CORPS OF AMERICA, INC. * Company Name

GEORGE BEASLEY

Name (Printed)

Hearpe B. Bouley

10/26/2020

PRESIDENT * Title

Signature

Date

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.

VE BAD uthorized Signature

GEORGE BEASLEY, PRESIDENT *
Print Name and Title

10/26/2020 Date

SECTION VI - COST PROPOSAL PAGE

Proposer Name: VETERANS SECURITY CORPS OF AMERICA, 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 **<u>roving</u>** Security officer in accordance with the Scope of Services Section of this RFP.

Level A - Base Level	\$ <u>15.56</u> per hour X 1 hour = \$ <u>15.56</u>
Level B- Mid Level	\$ <u>20.54</u> per hour X 1 hour = <u>\$ 20.54</u>
Level C – High Level	\$ <u>20.54</u> per hour X 1 hour = \$ <u>20.54</u>

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

Vehicle(Golf Cart) \$1.00 per hour

Fiveash Regional Water Treatment Compound Hours: 24/day X 365 days = <u>8,760 hours per year</u>

<u>Total Cost per year:</u> Level C Roving/hr. \$20.54 & Veh/hr \$1.00 X 8,760 = \$188,690.40

If the City wished to have a **<u>non-roving</u>** 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>15.56</u> per hour X 1 hour = \$ <u>15.56</u>
Level B- Mid Level	\$ <u>20.54</u> per hour X 1 hour = \$ <u>20.54</u>
Level C – High Level	\$ <u>20.54</u> per hour X 1 hour = \$ <u>20.54</u>

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

Total Cost per year: Level B Non-Roving/hr. \$20.54 X 4160 = \$85,446.40

City Hall: 2080 hours per year (1 guard)

Total Cost per year: Level C Non-Roving/hr. \$20.54 X 2080 = \$42,723.20

GRAND TOTAL (3 Locations) \$316,860.00 /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>23.72</u> per hour X 1 hour = \$ <u>23.72</u>
Level B- Mid Level	\$ <u>23.72</u> per hour X 1 hour = \$ <u>23.72</u>
Level C – High Level	\$ <u>37.84</u> per hour X 1 hour = \$ <u>37.84</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:

GEORGE BEASLEY

Name (printed)

10/27/2020

Date

E B, Beaslus

PRESIDENT

Title

Supplier Response Form E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: 12435-315

SECURITY GUARD SERVICES

Project Description:

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: VETERANS SECURITY CORPS OF AMERIC/

Authorized Company Person's Signature: Hearge B. Beasley

Authorized Company Person's Title: PRESIDENT

Date: 10/26/2020

9/15/2020
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: <u>https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?</u> nodeld=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:

- 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.
- 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 reaffirm 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)	VETERANS SECURITY CORPS OF AM	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 and a complete list of full-time employees and evidence of their addresses shall be
	Business Name	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)	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.
		requests a Conditional Class B classification as defined in the City of Fort Lauderdale

		City of Fort Lauderdale	12435-315
10/26/2020		DPX Form	
(5)	· · · · · · · · · · · · · · · · · · ·	Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within	
	Business Name	10 calendar days of a formal request by the City.	
(0)		is considered a Class D Business as defined in the City of Fort Lauderdale Ordinance	
(6)		No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.	
	Business Name		

BIDDER'S COMPANY: VETERANS SECURITY CORPS

AUTHORIZED	GEORGE BEASLEY	PRESIDENT		
COMPANY PERSON:	*		*	
	PRINTED NAME	TITLE		
SIGNATURE:	Beerge B. Beathy	DATE:	10/26/2020 *	

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DPX Form

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	RELATIONSHIPS		
nan - 19 mil 19 mil 19 Malaka wakawa wa mango na 2019 mil 19 mila kataka kata kata kata kata ng Katalang Katala	a and a community consists consistent we can be a community of the constant of the constant of the constant of		
	No		
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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.

White B. Brank thorized Signature

GEORGE BEASLEY Name (Printed)

PRESIDENT Title

10/26/2020 Date



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 disadvantage 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.

City of Fort Lauderdale

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. Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, 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,

Rev. 2/2020

Page 1

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.

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- 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.

- 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 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 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

City of Fort Lauderdale

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 <u>ADDITIONAL INSURED for General Liability Insurance</u> 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.

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- 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 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.

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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

RELATIONSHIPS

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.

Authorized Signature

Title

Name (Printed)

info@vscguards.com Date

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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.
- 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.

George B. Beasley Authorized Signature George B. Beasley-President Print Name and Title

info@vscguards.com 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

Veterans Security Corps of America, Inc Company Name

George B. Beasley Name (Printed)

10-12-2020 Date

George B. Beasley Signature

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? nodeld=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.

Veterans Security Corps of	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
America, Inc Business Name	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 <u>or</u> a complete list of
Veterans Security Corps of America, Inc Business Name	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.
America, Inc. Business Name	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
Veterans Security Corps of America, Inc. Business Name	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
Veterans Security Corps of America, Inc. Business Name	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.
N/A 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.
	America, Inc Business Name /eterans Security Corps of America, Inc Business Name /eterans Security Corps of America, Inc. Business Name

BIDDER'S COMPANY: Veterans Security Corps of America, Inc.

AUTHORIZED PERSON:	COMPANY	George B. Beasley		President	
	PRINTED NAME			TITLE	
SIGNATURE:	George B. Beasley	,	DATE:	10-12-2020	

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: Bid #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: Veterans Security Corps of America, Inc.

Authorized Company Person's Signature: George B. Beasley

Authorized Company Person's Title: **President**

Date: 10-12-2020

9/15/2020

BID/PROPOSAL CERTIFICATION

<u>Please Note</u>: 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) Veterans Security Corps of America, Inc.EIN (Optional): 010959649

Address: 3020 North Federal Highway

City: Fort Lauderdale State: FloridaZip: 33311

Telephone No.: 19548682849FAX No.: 954-652-1197Email: info@vscguards.com

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

Total Bid Discount (section 1.05 of General Conditions):

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

<u>ADDENDUM ACKNOWLEDGEMENT</u> - 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
Addendum # 1	10-09-2010				

<u>VARIANCES</u>: 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.

N/A

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:

George B. Beasley Name (printed)

10-12-2020 Date George B. Beasley Signature

President Title

Revised 4/28/2020