

American Security and Investigations

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

American Security and Investigations

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

Attachments

Ft Lauderdale Proposal V2 10-28-20.pdf



Proposal for Security Patrol Services for



City of Fort Lauderdale Public Works RFP 12435-315



Submitted by:

Tom Harman

Security Solutions Specialist

October 28, 2020

American Security & Investigations, L.L.C.



October 28, 2020

Stefan Mohammed
Procurement Specialist
Fort Lauderdale Public Works

Dear Stefan:

Thank you for this opportunity to present our proposal to provide armed security services to City of Fort Lauderdale Public Works.

We understand that the number one concern for our clients is keeping employees, visitors and guests safe within their communities. Each year, American Security & Investigations (ASI) protects and secures multiple communities across our national footprint. Locally, you'd be supported out of our Winter Park office. As a partner with ASI, you'll benefit from the expertise developed from similar programming that we've led and serviced for over 60 years.

Our proposal addresses in detail the areas of our company that serve to differentiate us from our competition:

1. Staffing, Cross-Trained Backup Officers and Special Event Coverage
2. Essential Communication as Partners
3. Customer Service approach to Security

As you read through our program, you will find that we have a comprehensive approach with a focus on understanding your unique goals and expectations. After reviewing our proposal we'd welcome any questions and feedback. We look forward to the opportunity to meet with you to review our program and continue through the process.

Sincerely,

Tom Harman, Security Solutions Specialist
American Security, LLC



Executive Summary

For more than half a century, ASI has operated through our mission of “Excellence Throughout, By Commitment from Within.”

As a business leader in the security industry throughout Central and Northeast Florida’s surrounding areas, we pride ourselves in being highly engaged security practitioners and professionals who are firmly committed to providing our clients with the best security services and customer experience available in the industry. Our areas of focus to meet the major objectives for this contract are as follows:



- **Professional Security Consultant** – Through our differentiating layers of local management, ASI sets the standard in terms of accountability to our clients. Driving budgets, assisting in capital project consultation, guiding compliance measures and owning investigations will be our focus.
- **Employee Development & Supervision** – The core of what we offer are career paths within our industry, and most importantly within our organization. Through servant leadership and an empowered culture, we guide and teach employees to succeed at the hands of our clients, delivering best-in-class solutions in security management, day in and day out.
- **The Recruiting Engine** – Our collective success is driven through the employees we recruit and train to place into your account. The highest priority, when sourcing candidates, will be made to identify professional, self-reliant and discretionary decision makers as officers.
- **Tools of the Job** – We’ll provide the platforms and administrative tools to allow the staff at your building to be fully supported through all areas of the client and operational roadmap.

Backed and supported by Marsden Holdings, a national facility services provider based out of St. Paul, Minnesota, American Security & Investigations strives for nimble business continuity execution and delivers a commitment to our employees that is unmatched in our industry, today.

Through our commitment from within, we’re able to deliver excellence, throughout.



Experience and Qualifications

Human Resources & Recruiting

Our Human Resource and Recruiting Managers at American Security are responsible for screening and hiring a talent-ready workforce. Our team will guide sourcing efforts, conduct initial interviews and carefully screen and vet all candidates before being transitioned into our localized training programs.

Jennifer Finkleson, Director of Talent Acquisition for ASI, leads our team of dedicated



professionals. Jen brings over twenty years of recruiting experience from both Fortune 100 & Fortune 500 companies. Her educational background in Human Resources enables her to communicate and program, effectively, the needs of ASI through various departments and stakeholders.

Jen supports two active, full-time Recruiting Managers that are dedicated solely to ASI.

Because of the enabled bandwidth, Jen also supports up to two active Recruiting Coordinators who assist in the timeline for any new candidates.

ASI guarantees that everyone on Jen's team has taken the time and energy to ensure everyone is trained and compliant with the most current employment laws and HR best practices.

In conjunction with our Human Resources Department, our team has developed comprehensive employment practices and procedures throughout the company, especially in the area of hiring. ASI's hiring practices continue to improve simply by leveraging the latest and most current market technologies along with decades of real-world experience from the team. We're continually evolving to accommodate changing labor, political and economic environments. Our customers recognize and value this as a competitive advantage and acknowledge American Security & Investigations leadership in this area.

Recruiting

As a part of the ASI differentiation, members of our recruiting team invest themselves into learning each post, shift, and client site so we can actively seek and source the "right fit" employees. This is how we optimize our process. When we make a hiring recommendation to our client, each new hire will have been screened and interviewed by as many as four managers throughout the onboarding process. In order to identify and source the best candidates available, we utilize numerous different recruiting resources.



- Career websites (ex. Indeed) and social media channels (ex. LinkedIn, Facebook, Instagram)
- Vertical specific career fairs and open houses
- Police/Fire/Rescue squads
- Colleges, Universities and Schools
- Former Military and Guard and/or Reserve Events
- Internal ASI website
- Employee referrals
- Professional trade associations

Specialized Hiring Process

Providing security and safety processes and procedures is sensitive in nature. Our team follows an extensive and specialized hiring process for each new candidate to ensure they'll be able to deliver to the demands of our clients and the jobs at hand. If at any step in the onboarding process a new candidate doesn't advance, they immediately are notified and exited from the process.

American Security & Investigations Hiring Timeline	
Application Review & Assessment	Careful analysis focuses on employment history and stability. The application includes a questionnaire utilized to assess writing skills and determine whether an applicant's personal character is in-line with the company's values.
Interviews	The initial in-person interview assesses punctuality and appearance and clarifies points of the candidate's application. Multiple interviews may be conducted, and candidates progressing beyond this level will attend our orientation and training programs.
Education and Employment Verification (Reference Checks)	ASI verifies high school diplomas/GED or highest degrees obtained, a minimum of two previous employers, including military DD214 and current employer (after an offer is extended).
Electronic I-9	Employment verification must be completed for all ASI employees to present proof of citizenship or authorized alien status.
Personality Assessment	Testing involves personality and character-related questions to assess their personal integrity, drive, maturity and people skills, and evaluate whether they are a good fit for our organization.



American Security & Investigations Hiring Timeline	
Criminal Background Checks	Our stringent pre-hire standards include: no felony convictions, no major misdemeanors, and no arrests with prosecution pending and no dishonorable discharge (where permitted by state law).
Social Security Checks	As an additional measure of precaution, we run Social Security checks on each candidate to verify their identity.
Pre-employment Drug Testing	All ASI candidates, as permitted by law, undergo a five-panel drug test prior to hire to screen for marijuana, cocaine, amphetamines, morphine and PCP. Preferred five-panel testing is either on-site urine or oral fluid (depending on state and contractual requirements). In states that do not allow on-site urine or oral fluid testing, we offer Intercept, an oral fluid device administered on-site with the results conducted by the lab. On-site ten-panel tests, off-site five-panel or ten-panel tests, hair follicle and alcohol testing are available.
Motor Vehicle Report	Officers designated to drive a vehicle are subject to Motor Vehicle Report checks and on-site training before they can operate a company or client issued vehicle.
<i>Out of all the candidates for employment who apply with our Company, only 18% are selected – a relative hiring average of one individual chosen out of every five applicants. This is highly reflective of our emphasis on high-quality recruiting sources and uncompromising screening and background investigation standards.</i>	

Minimum Hiring Standards

Prior to assignment and as candidates begin the hiring process; the personal requirements/qualifications a security officer must possess include the following:

- Must be a citizen of the United States
- Must be a minimum of 18 years of age (depending on facility and job requirements)
- Must have a minimum of one year of experience as a contract security officer or equivalent
- High School Diploma or its equivalent
- No criminal history
- Worthy background references
- Meet our physical requirements analysis which includes: Ability to walk, stand, sit, stoop/bend, kneel, climb stairs and lift up to 50 pounds
- Clearly speak, write, read and understand English



- Conform to Company dress code
- Remain calm and self-controlled in a variety of situations which includes those which may be stressful or emergencies
- Pass a pre-employment drug screen and probable cause drug screen
- Meet all client and site security standards and requirements
- Meet all state law requirements for security officers

Depending upon specific on-site or job requirements, applicant may need:

- Valid driver's license and meet our driving record requirements covered in our Vehicle Driving Policy
- Department of Defense security clearance
- Meet qualifications to carry a firearm
- Prior military or law enforcement experience is preferred, although it is not required



Local Management

Ray Monson, Regional Vice President



Our day to day team is led by Ray Monson, Regional Vice President. Ray brings extensive business & financial acumen with service industry-related management experience.

Ray's day to day role is to provide high-level support to all clients, specifically our partners whom we've identified as sharing a vision of operational forward thinking, technological strategy and other specialty needs that may arise.

Israel Otero, Regional Director of Operations



Israel Otero Jr. has over 30 years of diverse security operational and sales management experience in the Nuclear Critical Infrastructure, Aviation, Maritime, Governmental and Commercial security sectors. His emphasis is to provide quality customer service, operational excellence, employee engagement and client partnership management. As a values service driven leader, Israel has always had a passion for serving his clients and employees based on the principles of trust, integrity, authenticity, urgency, transparency, and servant leadership. He previously held senior and executive management positions in the Southeast, Southwest, and Northwest for International and Regional Security Service providers. He attended Olympic College and is a graduate of the Washington State Criminal Justice Training Center. He is a disabled Marine Corps veteran, who is an active member of American Society for Industrial Security, International Facility Manager's Association, International Association for Healthcare Security and Safety, The International Association for Counterterrorism and Security Professionals, DAV, American Legion, VFW and The Marine Corps League.

**Amanda Rock. Director Human Resources**

Amanda Rock is our Director of Human Resources for American Security and Investigations. She comes to us with 20+ years of Human Resources experience in Leadership Development, Talent Management and Organization Design. She has worked in the Medical Device, Insurance and Telecomm industries driving change and supporting growth globally and nationally.

Her philosophy is to ignite the spark inside of all of us to achieve our potential. She obtained her Bachelor's degree in Business Administration at the University of Nebraska-Lincoln and carries the Senior Professional HR Certification.

ASI's operational structure offers a distinct advantage over many of our competitors, where our clients are supported by multiple operational leaders, from variable levels within the client ecosystem.

Training Programs & Bios

Training begins the first day an officer is employed with ASI. Our comprehensive program is designed to result in every security officer not only getting exceptional initial training, but also receiving regular ongoing training to help them continually improve the performance of their assigned duties and advance as a security professional.

Best Practice for Training Resources

To enhance retention of training material and to make it more interesting and more convenient; we have created an online learning academy that serves as a resource for interactive training for all officers, supervisors, and managers.

- Learning Management System (LMS).
- Allows clients and managers to view all completed and planned training
- Automatically enrolls officers in site specific and company required training
- Post Orders and policies are assigned to officer's home page for review
- 65 online courses that can be combined to create customized learning tracks for your facilities

Lobby Ambassador/ Concierge Training Program

Specific to locations high level of visitors; we include our widely recognized "Lobby Ambassador" training program. This proprietary program was designed by our leading Account Managers and Site Supervisors exclusively for our Security Officers, with the goal of creating a



memorable customer experience. The program focuses on teaching aspects of standards, including:

Concierge Service Standards

- Greet, smile, and make eye contact with all employees and visitors
- Be visible and available at all times and greet all approaching employees/visitors
- Refrain from sitting when greeting employees and visitors
- Acknowledge all employees and visitors with a warm salutation upon their departure
- Always look for opportunities to assist employees and visitors
- Always ask visitors if they require assistance with directions
- Offer leasing contact information to guests interested in speaking with leasing managers
- When interacting with employees or guests:
 - Position yourself to always face the individual
 - Do not point, use an open palm to show directions and escort individual when possible
 - Practice proper phone and radio etiquette
 - Do not chew gum, smoke, text, make personal calls or eat in view of the employees or guests
 - Ensure your work area is clean and properly maintained
 - Ensure your jacket and/or uniform is always buttoned, and hands are at your side or neatly folded in front of you

ALWAYS LOOK FOR WAYS TO EXCEED OUR CLIENT'S EXPECTATIONS....

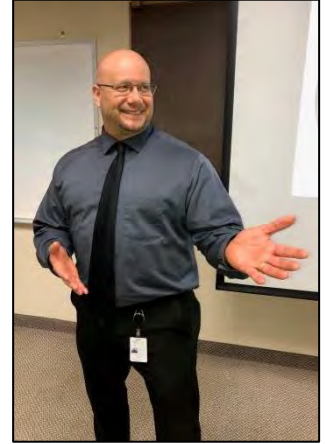
- Before each shift, ask yourself, *"How am I going to go above and beyond to exceed my client's expectations today?"*



**TONY ROOTES, MS, Human Capital Management & Administration**Arootes@americansecurityllc.com

651-755-7492

- 20+ years of experience in the security industry focused through evidenced-based best practices development.
- Certified First Aid/CPR/AED instructor, American Red Cross.
- Certified Defensive Tactics instructor, Human Factors Research Group – Threat Pattern Recognition system.
- ASI Course Curriculum Lead, New Employee Orientation designed for higher applicability for security officer duties.
- Received ASI Security Manager of the Quarter for Q2 2015 and ASI Security Manager of the Year for 2015.
- Touro University Worldwide / Touro College Los Angeles, Los Angeles, California. Doctor of Psychology in Human and Organizational Psychology.

**MARK FORD, Training Manager and Senior Instructor**mford@americansecurityllc.com

651-263-2799

- Service Reservist, approaching 30 years of experience in the security industry.
- Maintains relationships with Minneapolis & St. Paul Police, Hennepin & Ramsey County Sheriffs, FBI and other agencies for interagency cooperation.
- Certified First Aid/CPR/AED instructor, American Red Cross.
- ASI CEU Curriculum Lead.
- Firearms Certified, Executive Protection Lead.
- Behavior Detection Training Instructor, SIRA.
- ASI Awards Banquet Winner, Safety & Development 2015.
- ASI Curriculum Lead, Threat Recognition and Response.
- ASI Curriculum Lead, Client/Tenant instructor for any outsourced training sessions within the marketplace.





Security Emergency Response for Disaster Relief Operations (SERT)

American Security and Investigations has been deploying Security Emergency Response Teams (SERT) for more than 25 years. We have over 200 trained assets readily deployable at a moment's notice. Once our SERT unit is activated, depending on the incident, the location and the number of officers required, we can have staff at your site(s) within 4-48 hours. Additional resources can arrive over the next 24-48 hours as needed.

Our SERT teams are trained and capable of responding to all disasters and emergency needs. Teams are deployed when man made or natural emergencies occur, or a customer needs new or significantly increased security manpower in a short period of time.

We have successfully supported the emergency response needs for companies in the following sectors: public utilities, pharmaceutical, chemical, financial, retail, industrial/manufacturing.

Our SERT deployments can range from as few as 6 staff for small labor disputes or facility closings to more than 200 officers to respond to natural disasters and to support the interests of Homeland Security. ***Most common emergency response scenarios include: Hurricanes, Snow/ Ice Storms, Flooding, Corporate Layoffs, Strikes, Merger/ Acquisition Transitions, and Response to Threats or Acts of Terror.***



Event Planning & Preparation:

In advance, American Security will coordinate a customized response plan, to include post orders, for each emergency scenario in their Business Continuity Plan (BCP). This plan will be reviewed and updated annually.

SERT personnel training will be based on these post orders, preparing them to respond to client specific situations.

The planning and training process is critical in the timely and successful placement of SERT personnel.

**Uniforms & Equipment:**

Traditionally for hurricane response, our SERT team members wear a black t-shirt (clearly marked as "SECURITY" in white lettering) and black cotton/poly BDUs. We issue a traditional ball cap with a visor to protect against the sun. Officers are not provided a traditional military or corporate office uniform unless otherwise specified, and cold weather gear as needed for any other events.

Every emergency response team member deployed will be assigned a SERT bag which will contain basic information, supplies and equipment. Standard issuance includes the following: spare uniforms, rain gear, safety vest, flashlight with spare batteries, track phone with pre-paid minutes, first aid kit, bug spray and sunscreen.

Transportation, Lodging & Meals:

Rapid, large deployment in most cases will require air or ground travel. American Security will arrange for the transportation of our officers to the location of the event when it is safe to do so. If airports are shut down or roads are closed, delays may occur unless teams are deployed in advance to a staging area. American Security will arrange for lodging and meals for our SERT team members. In the event that meals are not directly provided each officer will receive a per diem allocation of \$60.00 per day. This is included in our hourly billing.

Communications:

Means of emergency communication are largely dependent on the needs of the customer and the scope and duration of the emergency.

American Security typically utilizes one of three proven communication channels:

- Our mobile command center (pictured below) specifically equipped for Disaster Recovery Operations
- A dedicated Emergency Response Manager working out of our customer's established command center
- Activation of our dedicated command center located at our division headquarters in St. Paul, Minnesota



**Management:**

One supervisor will be assigned to each five to ten member teams deployed. A 25-member team will have one manager and two supervisors assigned to it. The customer will be supplied with the names and mobile phone numbers of the management and supervisory personnel assigned to each deployment, as well as a list of security officers and their assigned cell phone numbers. Traditionally we have designated corporate level managers to serve as the point of contact for SERT deployment needs.

Experience:

Our Operations Team has responded to numerous deployments in recent years to include:

- Hurricane Jeanne, 2004
- Hurricane Ivan, 2004
- Hurricane Charley, 2004
- Hurricane Frances, 2004
- Hurricane Rita, 2005
- Ice Storms 2003, 2005
- Hurricane Katrina, 2005
- Hurricane Faye, 2008
- Hurricane Ike, 2008
- Hurricane Gustav, 2008
- Hurricane Matthew 2016
- Hurricane Irma 2017







Employee Benefits & Recognition

American Security has devoted significant resources to develop a comprehensive benefit package we are proud to offer to all of our 1,800+ security officers and managers. We are confident you will find our medical benefits and other features to be among the leaders in the security field. To help attract and retain excellent associates we offer the following employee benefits:

- Vacation
- Holiday Pay
- Contributory Health Benefit*
- Dental & Vision options
- Employee Assistance Program.
- Free Uniforms
- 401(K) Plan
- Direct Deposit Payroll Plan or Cash Pay Program

 	Green Plan	Gold Plan
Annual Deductible	\$6,350 Single; \$12,700 Family	\$1,500 Single; \$3,000 Family
Employee Cost per Month (Maximum)	\$299.00 Single; \$1,219.00 Family	\$383.00 Single; \$1563.00 Family

- 24/7 Access to Virtual Care, Online Care and e-Visits
- Earn up to \$100 per year in Healthy Rewards

Gold Plan (PPO, Non-HSA plan): This NEW plan is designed to provide more affordable access to every day medical care.

- In-Network Deductible amounts of \$1,500 Individual and \$3,000 Family
- \$30 office visit copays for illness, injury, mental health and chiro/PT removes barriers for our everyday consumers to access routine care needs – before deductible
- \$10 convenience care (retail clinic) and Amwell copay benefits members when accessing convenient and cost-effective sources of care – before deductible
- Preventative care benefits covered at 100%, including routine physicals, eye exams, pre-natal/postnatal care, well child care and immunizations
- \$10 Copay for Generic Rx for low cost Rx consumption – before deductible



- \$50 Brand and \$100 non-formulary prescription drug copays – before deductible
- 30% coinsurance after deductible for hospital and ER services
- The Gold Plan does not qualify for Health Savings Account participation

Green Plan (HDHP, HSA Plan): Preventative care benefits covered at 100%, including routine physicals, eye exams, pre-natal/postnatal care, well childcare and immunizations

- Deductible and Out-of-Pocket limits of \$6,350 individual and \$12,700 Family
- 0% coinsurance after the deductible has been met
- \$0 prescriptions listed on the preventative drug list
- Qualifies for Health Savings Account participation

Health Savings Plan (HSA) through Further (formerly Select Account)



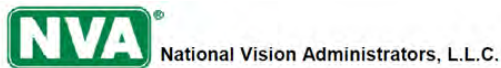
- Can be paired with either Green or Blue medical plan option
- Pre-tax contributions can be made by employees via paycheck deductions
- Can be used for all qualifying medical, dental and vision expenses
- Any unused dollars roll over from year to year; no “use it or lose it”

Dental Insurance through Delta Dental of MN:



- PPO and Premier Networks
- Single coverage \$25.00 per month and Family coverage \$93.80 per month
- Preventive care is covered 100%
- Orthodontic coverage 50% up to \$1,500 lifetime maximum

Vision Insurance through National Vision Administrators (NVA):



In-Network coverage includes:

- Eye Exams \$10 co-pay once every 12 months
- Lenses (standard glass or plastic): \$25 co-pay every 12 months
- Frames: Will cover up to \$150 every 24 months
- Contact Lenses: in lieu of lenses
- Cost is \$5.29 per month Single and \$19.57 per month Family



Life and Disability Coverage through Principal Life:



All Full Time Hourly Office Staff (Working 30+ Hours per week) are eligible for the following life insurance-related options on the first day of the month following 60 days of full-time employment:

- **Company-paid term Life with Accidental Death/Disability insurance** ("Basic Life") equal to \$10,000.
- **Voluntary (employee-paid) term Life** with Accidental Death/Disability insurance coverage available for purchase up to a maximum of \$500,000 of coverage

401K plan through Wells Fargo:

WELLS FARGO

The 401k retirement savings plan at American Security is one of the best ways to save for your retirement. American Security encourages you to take advantage of your 401k plan and all the benefits that it offers you, so that you can look forward to a more secure financial future.

All employees who are at least 21 years of age and have worked for at least 3 months are eligible.

American Security will match your 401K contributions \$.20 per dollar up to the first \$500.00 contributed by the employee each calendar year.

Employee Recognition



In addition to offering a standard benefits package, American Security strives to recognize and motivate officers for outstanding achievements, exceptional performance of every day duties, and for being a true asset to the security team.

On the Spot Awards Program recognizes officers for excellent performance, whether it be above and beyond what is required, or simply performing their ordinary duties extraordinarily well.

Officers will be provided with a set of movie tickets, and their names will be entered into a quarterly drawing for \$200.00.



Recruitment Bonuses. A key method of motivating our Security Officers and obtaining first class employees.

Safety Awards. Awarded to officers who help our clients identify potential safety hazards.

Performance Program. Performance based recognition, promotions and/or wage increases.

Specialty Security Training. Opportunities are available for officers who consistently demonstrate excellence.

Transition & Start Up Process

American Security is committed to facilitating a fluid transition process throughout which effective security coverage will be maintained and the client will not be distracted from their primary business. An important part of this process is ensuring that all parties involved are aware of the transition plan and communicate regarding status regularly. To this end, American Security conducts weekly status meetings with the client throughout the transition period to discuss project status to date and to set expectations for what will occur in the upcoming week.

American Security is committed to continuing these regular client meetings following the actual job start date until our client is thoroughly satisfied that all aspects of the program have been implemented to their satisfaction.

ASI will assign a Transition Team to meet with designated client representatives to coordinate and implement a timetable for all critical steps through start-up including:

- Survey of all sites to review/verify all operational and staffing requirements
- Preparation of all security procedures and post orders including the General Operating Standards and/or Standard Operating Procedures
- Designing a custom implementation plan to assure a seamless startup
- Working with client management to develop and implement a

The local Regional Director of Operations will oversee and coordinate all transition planning and on-going security services for your site, to include oversight and direction of the site supervisor, field supervision and scheduling and training of all security personnel assigned to your site. Following is a list of the American Security management team members that will be working directly with your account to ensure a timely and seamless transition.



Start Up Process

Below is a basic transition template that will be customized for each client to integrate site specific requirements.

Transition Activities	Week 1	Week 2	Week 3	Week 4	30 days	60 days
Initial Award and Signed Contract	X					
Start Date and Time Determined	X					
Uniform Style Selected	X					
Review Current Personnel	X					
Transition Meeting with Customer	X					
Tour Facility with Client	X					
Observe Security Functions	X					
Review Post Orders and Security Policies	X					
Develop Job Descriptions for each Security Positions	X					
Training Requirements Reviewed and Revised	X					
Establish Safety Procedure and Plan	X					
Equipment Identified and Ordered	X					
Notify Incumbent Officers of Interview Process		X				
Recruit and Interview Potential New Officers		X				
Account Manager Selected		X				
Continue Review of Post Orders Policies and Procedures		X				
Account Manager Interviews and Selects Supervisors		X				
Selected Officers Start Orientation Program			X			
Develop Training Guide and Checklist			X			
Evaluate and Redefine Emergency Procedures			X			
Final Approval on Post Orders, Policies and Procedures			X			
Set Up Training Schedule			X			
On-Site Training of Account Manager			X			
Process and Uniform All Officers				X		
Assign Schedules to Officers				X		
On-the-Job Training of Officer				X		
American Security and Investigations, LLC. Assumes Control of the Account				X		
Quality Management Plan is Completed				X		
Develop Ongoing Training Program					X	
Client Review					X	X

**Incumbent Staff:**

The key to success to any account depends on the selection of a capable, well-motivated work force. It is essential to American Security that your incumbent personnel be treated with fairness, dignity and the respect that they deserve as valued team members. We will do whatever it takes to ensure your incumbent staff are handled properly and professionally and given every consideration for continued assignment in service to your properties if you wish to retain them.

Please note that American Security could immediately transition your account over to our services if all Incumbent staff transitioned over. Otherwise, if Incumbent staff didn't decided to transition, American Security would look to do a 30 day transition plan as described above.

Within one week after notification of award and the initial planning teleconference, existing personnel will be invited to apply for continued assignment at your properties. It will be explained to them that as this is a completely new contract and that they will be required to meet updated contractual standards. They will be informed as to what these standards are and our commitment level to our customer, their employees, visitors and guests.

Transition Communication:

The goal of the transition is to provide an immediate enhancement to the level of service. There undoubtedly will be considerable coordinated efforts undertaken in the American Security branch office to include hiring, training and procedure development. To help ensure a seamless process, American Security utilizes a transition communication bulletin that sets forth the name and contact information for your transition team, outlines the specific transition timeline for your location, and provides information about American Security and our services and capabilities.

Value Added Services**Heartland Investigative Group**

Heartland Investigative Group, an American Security & Investigations company, is able to provide differentiating Field Investigative Services that could tie directly into the security and oversight of Southern Dunes. Below are examples of the services provided:



- Executive Protection / C-Suite Support
- Difficult Job Terminations & Support
- Plain Clothed Officers / Undercover Agents
- Threat Assessments & Vulnerability Mapping
- Surveillance

For our client partner stakeholders that have challenges with Corporate Investigation services or need additional resources, Heartland offers examples of the services for this line of business below:

- Insurance / Financial Fraud
- Job Log Audits
- Service of Process
- Patent Infringement
- Cohabitation
- Interviews / Statements

Additionally, Heartland Investigative Group can provide Pre-Employment services to include:

- Scalable and Customizable Background Checks
- Corporate Executive Background Reporting / Assurance
- Ongoing Monitoring



CUSTOMIZE YOUR PRE-EMPLOYMENT BACKGROUND PROFILES

Report Components	Option One	Option Two	Option Three	Option Four	Option Five
Name Verification/Name History	✓	✓	✓	✓	✓
DOB Validation	✓	✓	✓	✓	✓
SSN Validation	✓	✓	✓	✓	✓
Address History	✓	✓	✓	✓	✓
Criminal Record Search – Federal Court Nationwide	✓	✓	✓	✓	✓
Criminal Record Search – National Database ¹	✓	✓	✓	✓	✓
Criminal Record Searches – Statewide Repositories (where available)	✓	✓	✓	✓	✓
Criminal Record Searches – State/County Courts ²	✓	✓	✓	✓	✓
Sex Offender Registry Search – National Database	✓	✓	✓	✓	✓
Global Watch List Searches	✓	✓	✓	✓	✓
Bankruptcy Search – Nationwide		✓		✓	✓
Civil Litigation Search – U.S. District Court Nationwide		✓		✓	✓
Civil Litigation Searches – State/County Courts ³		✓		✓	✓
Docketed Judgment Searches – County Indexes		✓		✓	✓
Tax Lien Searches – State/County Indexes		✓		✓	✓
Education Verification ⁴			✓	✓	✓
Employment Verification ⁵			✓	✓	✓
Professional/Occupational License Verifications			✓	✓	✓
Professional Association Verification			✓	✓	✓
Professional Credential and Certification Verification			✓	✓	✓
Media Scan – Global (reportable adverse information only)					✓
Internet Scan (reportable adverse information only)					✓
Social Networks Scan (reportable adverse information only)					✓
Corporate Affiliation Searches (officer/director search)					✓

Training Services & Seminars

American Security offers a myriad of free seminars on subjects led by subject matter experts, both internal and external, to our clients and their employees. Subjects covered include:

- Identifying and Preventing Workplace Violence
- Bomb Threat Training and Testing
- Disaster Preparedness Training and Testing
- Emergency Planning and Preparedness
- Emergency Evacuation Training and Testing
- Organizing an Emergency Response Team
- Dealing with the Threat of Terrorism



Specialty and Event Services

American Security regularly assigns uniformed, unarmed officers for short-term security needs. Whether you need an officer for as little as eight hours or you need around the clock services for an extended period, American Security has the resources to provide you with the best workforce in the security industry. Our officers are available to provide safety and security services for a wide range of needs which include: special events, construction, facility fire watch services, equipment/machinery security, emergency/disaster response or other events that require the presence of uniformed security officers.

Consulting Services

- Business Continuity Consulting and Planning
- Security Consulting
- Safety and Security Training Seminars
- Threat Indicators and Assessment (TIA) Training
- Safety and Security Audits and Assessments
- Emergency Preparedness and Response Training (SERT)

ASITrac – Officer Management Software

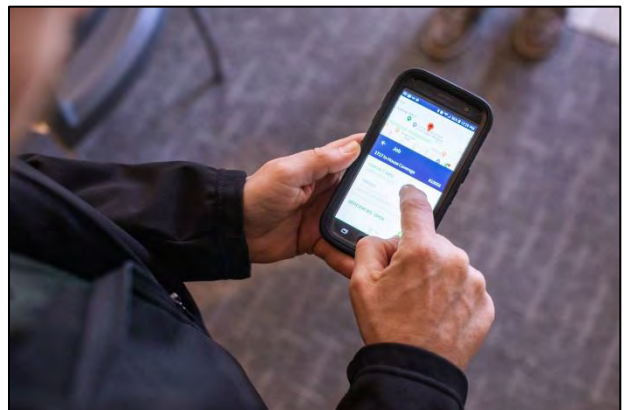
ASITrac Officer Management Software easily and automatically tracks officer performance, confirms pre-assignment training before post assignments, ensures on-time clock-ins and outs and produces easy-to-read and accurate reports for clients with ample detail to support our invoices.

Our software applications improve accountability and transparency in security officer performance and simplifies administration and financial management for the client. Automated checks/balances and safety controls reduce human error, resulting in improved program quality. We actively seek and invest in effective, innovative advancements that improve overall performance and organizational efficiency.

The collaborative software we utilize allows us to have:










- Guard Tour Management
- Electronic Reporting
- Situational Awareness
- Automated Post Time Tracking
- Electronic Invoicing Capability

This software and technology not only helps create the most robust security program available, but also answers the business needs of a manager's





responsibilities, such as maintenance, vendor management, response to tenant needs and other key issues. With GPS enabled real-time reporting, officer account habits are never in question and issues are immediately sent to the right person on time.

 INCIDENT & ACTIVITY REPORTS Completely customizable incident and activity reports streamline communications between all stakeholders. Learn More	 SMARTER GUARD TOUR & PATROL GPS and NFC technology ensure officer accountability and help them to be more efficient on guard tours. Real-time monitoring gives operations and management insights at all times. Learn More	 AUTOMATIC TIME & ATTENDANCE TRACKING Get rid of traditional time clocks or paper timesheets and easily capture everything online. Learn More
 IMPROVED VISITOR MANAGEMENT Streamline visitor check in and check out. Customize visitor profiles and get real-time access to visitor lists for review or emergency alerts. Learn More	 PROTECT YOUR SOLO OFFICERS Ensure security officer safety wherever they are with the GPS/NFC-enabled Lone Worker Protection feature enabling them to request immediate assistance. Learn More	 COMMAND CENTER Be constantly aware of your security situation and unify threat analysis across multiple sites with a Command Center. Learn More
 CUSTOMIZABLE DASHBOARD Our live dashboard is fully customizable for operations managers, giving all stakeholders access to the information they need. Learn More	 POST ORDER MANAGEMENT Post order management allows operations managers to distribute workforce instructions or make changes in real time. Learn More	 GEOLOCATION & OFFICER DISPATCH Track and locate officers outdoors with GPS and indoors with NFC tags, and dispatch based on proximity and availability for alarm responses or medical emergencies. Learn More



ASI Technology

ASI's Hybrid Security Solution proposal for Verandahs can be designed to complement your existing Security Guard force. This can be accomplished at locations that have cameras like pools, clubhouses and gyms. These technical solutions will differ from location to location based on the current security platform that is being utilized, technological capabilities of those locations and how they could be implemented.

Integration and Introduction of each service:

ASI Remote Guarding

ASI's Remote Guarding service blankets an area in a network of virtual guardrails and digital barriers that are customized to your property, creating a roadmap of normal activity and providing monitoring from our state-of-the-art command and control center. Our smart technology can tell the difference between, human, animal and environmental disruptions and our proactive approach ensures that potential threats are prevented where possible and effectively managed when unpreventable. Remote Guarding not only improves security effectiveness and impact, but also reduces human error and false alarms, helping clients save considerably on their security solutions.

Features Available with ASI Remote Guarding:

- **Remote Patrol** - Live agents conduct systemized, dedicated smart technology patrols to inspect premises, monitor critical assets, validate compliance, or conduct custom client requirements, replacing physical guard duties and providing both a more secure and cost-effective solution
- **Remote Escort** - Utilizing live video and audio notifications our agents can monitor, greet, provide instruction, and follow progress of employees, visitors, or contractors working on the premises. This can ensure both company security and the safety of your employees.
- **Remote Reception** - Our agents greet and provide employee, visitor, and contractor-controlled access per company protocols, removing the need for an in-person receptionist/concierge. Procedures are fully customizable with a focus on customer-service.
- **Proprietary Facial Image Recognition** - Our secure facial authentication works with access control to replace badging and eliminate "tailgating". Facial authentication differentiates between known and unknown people granting access where appropriate and alerting our agents when access is denied.



- **Unusual Activity Detection** - Our smart technology can detect unusual activity and alert our security agents to potential security concerns. The technology can differentiate between objects, people, animals and other intrusions to drastically reduce false alarms. When unusual activity is detected, our agents investigate further, running the incident through the appropriate process.
- **Self-Learning Analytics/Artificial Intelligence** - ASI's industry leading self-learning video analytics technology provides preventative protection. Pattern-based analytics algorithms continuously improve and enhance security effectiveness.
- **Image Clarity** - Our cameras create high-resolution footage for clear image detail without compromising on bandwidth. High definition cameras cover larger areas reducing the number of cameras required. Cameras can capture accurate footage in all conditions, day or night.

What is Remote Guarding?

Remote Guarding is the combination of the best of live, highly trained security agents with artificial intelligence-powered cameras and smart technology. Through this state-of-the-art solution, ASI can enhance, reduce, or in some cases even replace, traditional security methods.





What Does Remote Guarding Accomplish?

ASI's Remote Guarding is able to stop crime before it happens, effectively preventing theft, break-ins, vandalism, and other threats. By wrapping our client's properties in a blanket of smart technology featuring high-definition cameras with built-in artificial intelligence that are monitored by our highly trained agents, we achieve complete premises coverage where any potential threats are identified immediately and stopped in the moment.



STOP THEFT



STOP BREAK-INS



STOP VANDALISM



STOP LOITERING/TRESPASSING



STOP ACCESS CONTROL ISSUES



STOP FRIVOLOUS LAWSUITS

Integration of Remote Guarding Service

ASI recommends utilizing Remote Guarding Services for the pools, clubhouses, gyms and other designated locations. The implementation of Remote Guarding will provide a pro-active real-time security solution which utilizes video cameras, video analytics, which are supported by our state-of-the-art command center and Security Agents who collectively work together with manned guarding personnel on site to provide this hybrid security solution.

Any potential safety and or security threat that is detected by our predetermined analytical barriers, corresponding cameras and automatically analyzed based on predetermined criteria. Should a Security Agent receive an alert, immediate action is taken utilizing established protocols and mitigation processes that have been previously vetted and approved by the client to address the alert. In our continuing efforts as partner in this endeavor, we will continually work with Verandahs to identify areas for where your security program could be enhanced throughout the lifecycle of the contract to ensure continuous operational and or financial efficiencies.

The initial phase of this transition process, if you are interested, ASI would conduct a security assessment of the community within 60-90 days to assess the viability of utilizing Remote Guarding Service and where that service could be implemented throughout Verandahs. We would also generate a technological integration transition plan with proposed timelines for each



location along with a cost/ benefits analysis, which outline the cost savings per location and the benefits of integrating this service. This service is predicated on the following:

- Properly functioning camera system.
- Access to network speakers, if requested for voice down service.
- Ability to remotely access site network.
- NVR and/or DVR access
- Access to camera system.
- i.e. IP and analog camera systems are compatible under the assumption that ASI has connectivity to system by any of the following means: Video Management System, TeamViewer, port forwarding, remote server access, VPN, or device configuration tool.
- Required credentials.
- Client contact call tree with a 24/7 phone contact for emergencies.
- Detailed guidelines on activity and scene requirements to be observed for all areas of the property that is within camera views.
- ASI requires uninterrupted network connection to provide this service

Note: The proposed service does not include any costs for upgrades, repairs or new installation of hardware, software or any other equipment necessary to be able to provide the requested service.

An in-depth understanding of your security operations is critical for ASI, since designing a customized solution that provides you with the best possible security solution is our goal while being resource efficient.

The emphasis of our services is to utilize as much of your existing technological infrastructure, since we realize that you may have already invested in surveillance hardware, software and other supporting equipment. We utilize various open platforms to allow for more seamless integration of most of the existing equipment with the implementation of new technology, software and services. We are dedicated and committed to creating the best integrated security solution for Verandahs with a minimal start-up investment.

**The benefits of the integration of these technological solutions is as follows:**

- Enhancement of your current security platform
- Enhanced security coverage throughout the community utilizing remote guarding services
- Pro-active security measures where necessary
- Emphasis on Security Staff focusing on SOW and SOP's
- Overall cost savings, minus any necessary initial investment to upgrade and or install hardware / software to support our services
- Customized solutions to address each location
- Risk Mitigation

ASI Remote Guard Patrols

Remote Guard Patrol (RGP) is a service that ASI provides to monitor property environments, equipment operational status, and functionalities. This ensures that any issues that would raise a security or technical concern (observed crime in progress, threats, malfunctioning camera, debris, loss of equipment, etc.) is identified and reported in a timely manner.

Requirements: RGP will be conducted with the following criteria being met:

- Properly functioning camera system.
- Access to network speakers, if requested for voice down service.
- Ability to remotely access site network.
- NVR and/or DVR access
- Access to camera system.
- i.e. IP and analog camera systems are compatible under the assumption that ASI has connectivity to system by any of the following means: Video Management System, TeamViewer, port forwarding, remote server access, VPN, or device configuration tool.
- Required credentials.
- Client contact call tree with a 24/7 phone contact for emergencies.
- Detailed guidelines on activity and scene requirements to be observed for all areas of the property that is within camera views.
- ASI requires uninterrupted network connection to conduct RGP and receive notifications from transmitting devices which occur during select types of camera outages. Devices that are independent from site network and cannot generate appropriate notifications might not be eligible for RGP.



ASI Remote Guard Patrols Scope of Work (SOW)

Service Provided: ASI will conduct scheduled patrols of property from provided camera systems which can be accessed remotely. RGP is conducted to observe current activity, ensure proper scene on the property within camera's view. Time of day when RGP is conducted might require additional information to be provided i.e. activity during hours of operation vs activity outside of business hours.

- ASI can view each camera to verify the following:
- Lens is in focus for scene and clear of any moisture buildup, debris, and damage.
- Cameras with Pan, Tilt, and Zoom (PTZ) feature can be remotely tested for functionality, range of motion, scheduled scan tours, or any other capability.
- While RGP is in progress ASI can verify scene compliance that is checked against a reference shot to ensure camera views are correct.
- PTZ cameras can be checked to verify proper scan is in progress or adjusted back to reference shot, if requested.
- Property activity can be checked against client details to ensure expectations on the property are met. Activity could include but is not limited to: Persons loitering in sensitive areas, doors and gates left open, persons on site after business hours, lighting conditions, damages to structures or property, etc. ASI can verify if specific requirements are not met such as manned access points or workstations left unattended, required objects missing from scene, or any other variable that would raise a security concern as provided by client.
- Compatible network speakers can be utilized for ASI to conduct real-time voice downs. Speakers should be located near or within camera view to achieve desired effects.
- If an immediate security concern is identified during an RGP an emergency call will be conducted immediately. ASI will report on damage or obvious abnormalities to the property and the structures, or any other discrepancies as spelled out in provided guidelines.
- Network Video Recorder (NVR) and/or Digital Video Recorder (DVR) may be checked to verify that cameras are set to record. Spot checks of recorded footage can be conducted to check that NVR/DVR is storing data as intended.
- When any issue with camera system is observed a trouble ticket notification via email is sent out immediately. This includes:
- View disruption due to foliage, fallen or dislodged camera, tampered equipment, items which are unexpectedly blocking the camera view fallen trees, door or furniture limiting view.
- Service does not include any method of remote troubleshooting from ASI or representative when any feature of camera or camera system is observed in a degraded or abnormal state.
- Weekly reports of RGP metrics may be provided.
- RGP can be scheduled daily, weekly, monthly, etc.



REMOTE GUARD PATROL PROCESS



Remote Guard Patrols can be scheduled daily, weekly, monthly, or according to client's needs.

Our Remote Guard Patrol (RGP) service monitors property environments, equipment operational status, and functionality. RGP ensures that any issues that would raise a security or technical concern (observed crime in progress, threats, malfunctioning camera, debris, loss of equipment, etc.) are identified and reported in a timely manner.



Peace of Mind

Our Peace of Mind (POM) service ensures your security features such as **panic buttons**, security cameras and compatible network speakers' function as required in order to quickly notify first responders in the event of an emergency. Panic buttons alone are a simple yet effective measure for responding to critical events. At the press of a button you will simultaneously notify the proper authorities, activate live streaming of camera feed to ASI and can initiate automated voice messages.

Requirements: POM will be conducted with the following criteria being met including:

- Properly functioning panic button device (static or application based.)
- Device must have the ability to route signal to appropriate end points such as emergency services, ASI, and any other desired recipients.
- Uninterrupted network connection.
- Ability to access security cameras. Credentials for the following:
 - IP and analog camera systems are compatible under the assumption that ASI has connectivity to system by any of the following means, Video Management System, TeamViewer, port forwarding, remote server access, VPN, or device configuration tool.
- Recommend ASI be able to view at a minimum, building access points (interior and exterior views) and other critical areas such as office and hallway views.
- Ability to remotely access site network and to receive notifications from transmitting devices which occur during outages.
- Client provides a notification tree and a 24/7 contact for emergencies.
- Coordination with staff and local authorities in order to conduct system testing and verify communication lines in the event of an emergency.
- Devices that are independent from site network and cannot generate appropriate notifications might not be eligible for POM service.

Peace of Mind Scope of Work (SOW)

Service Provided: ASI will conduct scheduled tests of security features to ensure proper functionality and operational status of systems. Testing frequency will be determined based on requirements of site. This includes cameras, panic buttons and network speakers (if integrated as part of security system.) ASI may also aid first responders in the event of an emergency, upon their request.

Scheduled Testing:

- Panic buttons will be tested to ensure proper signal is transmitted to all desired end points and proper camera views are activated when triggered by panic button.
- Predetermined number of cameras will be viewed to check operational status and ensure field of view is clear and unobstructed.



- Pan, Tilt, and Zoom (PTZ) cameras will not be remotely tested for functionality; range of motion, scheduled scan tours, or any other capabilities.
- Compatible network speakers can be verified that appropriate prerecorded voice message or audible alert is loaded into network speakers.
- ASI will only test operation status of network speakers. On site staff will be responsible for ensuring any additional features such as tones or prerecorded alerts are properly sounded from network speaker during testing.
- Additional devices and features that are integrated as part of panic button system, such as strobes, sirens, lockout features, etc. should be verified by on site staff for proper operation and functionality during testing. ASI is not responsible for testing of these devices and features.
- Service does not include any method of remote troubleshooting from ASI or representative when any feature of system is observed in a degraded or abnormal state.
- Trouble ticket notifications via email are sent out immediately upon discovering discrepancies.

In the event a clear dangerous or hazardous condition is observed, client notification tree will be activated, and phone calls will be made immediately; broken window, damage to the building, injury to persons, etc.

Emergency Protocol:

When panic button is activated the following actions will occur:

- Local authorities will be notified that immediate response is needed.
- Notification to staff will be sent out by desired method i.e. text, email, or application-based methods.
- Predetermined number of camera views will automatically open, ASI will start collecting necessary information to build situational awareness on observed incident or current threats that can be provided to first responders.
- ASI will not provide any type of command, control, or guidance to first responders. First responders will act on their own standard operating procedures but can be aided by real-time information that is observed and reported by ASI, upon their request.
- Devices such as speakers, sirens, and strobes can be activated when panic button pressed.
- Speakers with prerecorded message can announce desired message. Speakers can also be set to run for desired duration or upon termination of event.
- ASI can also provide real time voice downs, if requested.
- ASI will provide Post Event Report for any activity when panic button is activated.
- Notification to staff will be sent out by desired method i.e. text, email, or application-based methods.
- Predetermined number of camera views will automatically open, ASI will start collecting necessary information to build situational awareness on observed incident or current threats that can be provided to first responders.



- ASI will not provide any type of command, control, or guidance to first responders. First responders will act on their own standard operating procedures but can be aided by real-time information that is observed and reported by ASI, upon their request.
- Devices such as speakers, sirens, and strobes can be activated when panic button pressed.
- Speakers with prerecorded message can announce desired message. Speakers can also be set to run for desired duration or upon termination of event.
- ASI can also provide real time voice downs, if requested.
- ASI will provide Post Event Report for any activity when panic button is activated

PEACE OF MIND TESTING PROCESS





Integration of Peace of Mind

ASI would conduct a security assessment within 45-90 days after the completion of the transition plan, to assess the viability of our Peace of Mind Service and where that service could be implemented throughout Verandahs. The emphasis of this service would be predicated on the activation of either a panic or duress button due to their being a possible critical event such as a safety concern, threatening, abusive or assaultive behavior towards anyone on your property. This service could provide up to 15 locations in the community. Service is predicated on the locations having the necessary hardware, software and compatibility with our command center.

Approach to Scope of Work

Quality Control and Management Supervision

Quality Control Program

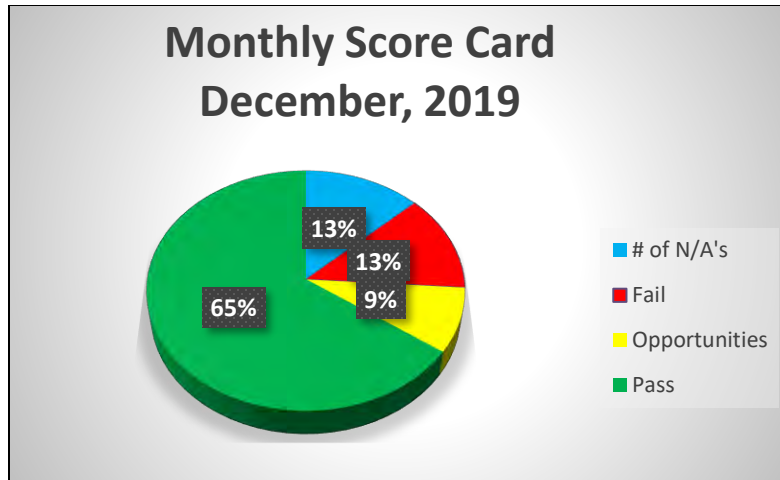
American Security will implement an effective Quality Control Program. Our Quality Control Plan is specifically designed to ensure and confirm compliance and quality performance. The program will be based on meeting mutually agreed upon performance thresholds, published key performance indicators (KPIs) that will be site and client specific. The purpose is to obtain the highest levels of customer satisfaction while meeting and exceeding all compliance and regulatory requirements outlined in the service contract.

The basic principles of American Security's Quality Control Program are:

- All activities are inspected, and all deficiencies are discovered and documented
- Corrections are made immediately, on-the-spot, or planned and executed promptly
- Corrections and improvements are confirmed and reported to the client

The foundation of the program is daily inspections with periodic and unannounced inspections to review all aspects of American Security's contract performance and include:

- Performance of "typical duties" by security guards
- Compliance with all certification, licensing, and other contract qualification requirements
- Compliance with all training requirements and quality of training delivery
- Response to client/customer requests, directives and/or complaints
- Personnel filing, and documentation of training and timekeeping records
- Personnel management and enforcement of codes of conduct and disciplinary actions
- Levels and methods of supervision and achievement of supervisory control
- Compliance with local labor laws
- Customer satisfaction with American Security's services



American Security's Quality Control Program methodology achieves systematic collection of measurable performance data for gap analysis and prompt corrective action.

These actions form the basis for continuous quality improvement, which is a fundamental aspect of program management.



References

Flint Hills Resources	Philips Medisize	Orlando Utilities Commission
Don Kern, Facilities Manager	Rick Gipson, Senior Manager	Michael Stephens, Manager
(651) 437-0700	(316) 210-2396	(407) 434-4085
don.kern@fhr.com	rick.gipson@kochsec.com	mcstephens@ouc.com

Cost Proposal

American Security, LLC

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

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

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

Level A - Base Level \$19.44 per hour X 8,760 hours = \$170,294.40

Level B- Mid Level \$22.53 per hour X 8,760 hours = \$197,362.80

Level C – High Level \$24.00 per hour X 8,760 hours = \$210,240.00

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

Vehicle(Golf Cart) \$1.02 per hour

Fiveash Regional Water

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

Total Cost per year: Level C Roving/hr. \$24.00 & Veh/hr \$1.02X 8,760 = **\$219,240.00**



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

Level A - Base Level	\$19.44 per hour X 8,760 hours = \$170,294.40
Level B- Mid Level	\$22.53 per hour X 8,760 hours = \$197,362.80
Level C – High Level	\$24.00 per hour X 8,760 hours = \$210,240.00

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

Total Cost per year: Level B Non-Roving/hr. \$22.53 X 4160 = **\$93,724.80**

City Hall: 2080 hours per year (1 guard)

Total Cost per year: Level C Non-Roving/hr. \$24.00 X 2080 = **\$49,920**

GRAND TOTAL (3 Locations) \$362,884.80 /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	\$25.00 per hour
Level B- Mid Level	\$27.00 per hour
Level C – High Level	\$35.00 per hour

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:

Name Tom Harman

Signature

Title: Security Solutions Specialist

Date: 10-28-20



Sample Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/6/2019

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

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

PRODUCER
Marsh & McLennan Agency LLC
7225 Northland Drive
Suite 300
Minneapolis MN 55428

CONTACT NAME: MaryPat Thorp
PHONE (A/C No. Ext): 763-746-8254 FAX (A/C No.):
E-MAIL: marypat.thorp@marshmma.com
ADDRESS:

INSURER(S) AFFORDING COVERAGE: NAIC #

INSURER A: Greenwich Insurance Company 22322

INSURER B: XL Specialty Insurance Company 37885

INSURER C: National Fire & Marine Insurance Co 20079

INSURER D:

INSURER E:

INSURER F:

INSURED
American Security, L.L.C.
1717 University Avenue West
St. Paul MN 55104

MARSHEN

COVERAGES

CERTIFICATE NUMBER: 1016599834

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WOOD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES (P/R) <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC. <input type="checkbox"/> OTHER		RGD943761805	1/1/2019	1/1/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMPROP AGG \$5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		RAD943762006	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		42UMO30102605	1/1/2019	1/1/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	RWD943538905 (AOS) RWR943538905 (WI)	1/1/2019 1/1/2019	1/1/2020 1/1/2020	<input checked="" type="checkbox"/> PRIOR STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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W-9 for Proposing Firm

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. ENCORE ONE, LLC		
2 Business name/disregarded entity name, if different from above AMERICAN SECURITY, LLC		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) P <small>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 should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) P		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 1717 UNIVERSITY AVE W		Requester's name and address (optional)
6 City, state, and ZIP code ST PAUL, MN 55104		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. <small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small>		Social security number <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> or Employer identification number <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 10%;">4</td><td style="width: 10%;">1</td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>																					4	1																		
4	1																																									

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	
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Sign Here	Signature of U.S. person	Date 1/6/20
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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. <ul style="list-style-type: none">• Form 1099-INT (interest earned or paid)	<ul style="list-style-type: none">• 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) <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p><i>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.</i></p>
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Cat. No. 10231X

Form **W-9** (Rev. 10-2018)



January 1, 2020

Attached is the W-9 Form for American Security, LLC (the "Company"). American Security, LLC is a single member LLC that is disregarded for federal income tax purposes. As required, the W-9 references the name and tax identification number of the disregarded entity's parent company. The EIN listed on the W-9 (41-1895495) is for Encore One, LLC, the entity that is including and reporting the income of American Security, LLC for federal income tax purposes.

W-9 Department of Treasury Internal Revenue Services, Page 3, Line 1 - E

"Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity". See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported."

However, payments should be directed to the Company at the remit address shown below:

AMERICAN SECURITY, LLC

MI 93

PO BOX 1150

MINNEAPOLIS, MN 55480-1150

Sincerely,

AMERICAN SECURITY, LLC

JASON SMITH, VICE PRESIDENT, CORPORATE CONTROLLER

**Active Status Page from Division of Corporations – Sunbiz.org****Detail by Entity Name**

Foreign Limited Liability Company
SOUTHEAST AMERICAN SECURITY, L.L.C.

Cross Reference Name AMERICAN SECURITY, L.L.C.

Filing Information

Document Number M08000001332 FEI/EIN Number 04-3700153 Date
Filed 03/18/2008 State DE Status ACTIVE Last Event CHANGING ALTERNATE NAME Event Date
Filed 09/28/2012 Event Effective Date NONE

Principal Address

1717 University Ave. W.
Saint Paul, MN 55104

Changed: 05/28/2020

Mailing Address

1717 University Ave. W.
Saint Paul, MN 55104

Changed: 05/28/2020

Registered Agent Name & Address C T CORPORATION SYSTEM

1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Authorized Person(s) Detail Name & Address

Title Member

Morantz, Sita
2124 University Ave. W.
St. Paul, MN 55114

Title Member

Mingo, Guy



2124 University Ave. W.
St. Paul, MN 55114

Title Member

Thompson, Mark
2124 University Ave. W.
St. Paul, MN 55114

Title Member

Fraser, Damon
2124 University Ave. W.
St. Paul, MN 55114

Annual Reports

Report Year	Filed Date
2018	04/17/2018
2019	05/02/2019
2020	05/28/2020



FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

NICOLE "NIKKI" FRIED
COMMISSIONER

DIVISION OF LICENSING

03/15/19
DATE ISSUEDB 1200113
LICENSE NUMBER01/22/22
DATE OF EXPIRATIONAMERICAN SECURITY, LLC
DBA SOUTH EAST AMERICAN SECURITY, LLC11956 MIRAMAR PARKWAY
MIRAMAR, FL 33025KLEIN, STEVEN J., PRESIDENT
FLOM, RUSSELL C., VICE PRESIDENT
MORANTZ, SITA E., SECRETARY
REID, CHRISTOPHER W., TREASURER
MINGO, GUY C., CHAIRMANTHE SECURITY AGENCY NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF
CHAPTER 493, FLORIDA STATUTES.*Nicole Fried*NICOLE "NIKKI" FRIED
COMMISSIONER

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

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

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

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

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

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

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

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

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

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

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

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

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

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

1.11 SCRUTINIZED COMPANIES

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

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1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

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

Part II DEFINITIONS/ORDER OF PRECEDENCE:

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

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

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

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

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

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

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

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

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

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

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

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

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

CONSULTANT – A firm providing professional services for the city.

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

PART III BIDDING AND AWARD PROCEDURES:

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

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

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

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

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

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

PART IV BONDS AND INSURANCE

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

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

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

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

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

PART V PURCHASE ORDER AND CONTRACT TERMS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NON-COLLUSION STATEMENT:

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

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

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

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

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

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

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

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)

Date

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

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

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

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

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

Nate Zoellner
Authorized Signature

Nate Zoellner Executive Vice President
Print Name and Title

10/28/2020
Date

CONTRACT PAYMENT METHOD

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

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

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

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

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☐ MasterCard

☒ Visa

American Security & Investigations

Company Name

American Security & Investigations

Name (Printed)

Nate Zoellner

Date

Nate Zoellner

Signature

Executive Vice President

Title

LOCAL BUSINESS PREFERENCE

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

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

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

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

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

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

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

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

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

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

LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

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

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

BIDDER'S COMPANY: **American Security & Investigations**

AUTHORIZED PERSON:	COMPANY	Nate Zoellner	Executive Vice President
		PRINTED NAME	TITLE
SIGNATURE:	Nate Zoellner	DATE:	10/29/2020

E-VERIFY AFFIRMATION STATEMENT

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

Project Description: **Security Guard Services**

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

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

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

Contractor/Proposer/ Bidder Company Name: **American Security & Investigations**

Authorized Company Person's Signature: **Nate Zoellner**

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

Date: **10/29/2020**

9/15/2020

BID/PROPOSAL CERTIFICATION

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

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

Company: (Legal Registration) **American Security & Investigations** EIN (Optional):

Address: **1717 University Ave W**

City: **St. Paul** State: **MN** Zip: **55104**

Telephone No.: **6516411717** FAX No.: **6516411717** Email: **nzoellner@americansecurityllc.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**): ☐

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

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
0	0				

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

None

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

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

Submitted by:

Nate Zoellner
Name (printed)

10/29/2020
Date

Nate Zoellner
Signature

Executive Vice President
Title

Revised 4/28/2020