

RESOLUTION NO. 14-039

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AUTHORIZING THE AWARD OF BID FOR ITB #13-020, PORT AND MARINA SECURITY SERVICES (PORT AND CITY MARINA), TO THE LOWEST QUALIFIED AND RESPONSIVE BIDDER, NORTHSTAR SECURITY, INC., FOR A CONTRACT PRICE OF \$18.00/HOUR (\$69,822.00 PER YEAR FOR PORT AND \$65,700.00 PER YEAR FOR CITY MARINA); AUTHORIZING THE EXECUTION OF A CONTRACT IN ACCORDANCE WITH THE BID DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in concurrent Resolution No. 14-043, the CRA awarded ITB 13-020, for security services for the Key West Bight and Ferry Terminal; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That ITB #13-020 for Port and Marina Security Services (Port and City Marina) is awarded to the lowest qualified, responsible and responsive bidder, Northstar Security, Inc., at the rate of \$18.00 per hour (\$69,822.00 per year for the Port and \$65,700.00 per year for City Marina) and otherwise in accordance with the bid response.

Section 2: That the City Manager, with the advice and consent of the City Attorney, is authorized to execute a contract in accordance with the bid documents.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 4th day of February, 2014.

Authenticated by the Presiding Officer and Clerk of the Commission on 5th day of February, 2014.

Filed with the Clerk on February 5, 2014.

|                            |            |
|----------------------------|------------|
| Mayor Craig Cates          | <u>Yes</u> |
| Vice Mayor Mark Rossi      | <u>Yes</u> |
| Commissioner Teri Johnston | <u>Yes</u> |
| Commissioner Clayton Lopez | <u>Yes</u> |
| Commissioner Billy Wardlow | <u>Yes</u> |
| Commissioner Jimmy Weekley | <u>Yes</u> |
| Commissioner Tony Vaniz    | <u>Yes</u> |

  
\_\_\_\_\_  
CRAIG CATES, MAYOR

ATTEST:

  
\_\_\_\_\_  
CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST  
 Port and Marine Services Department  
 3140 Flagler Ave Key West, FL 33640 (305) 856-3955

21504793 SUMMARY

## EXECUTIVE SUMMARY

**TO:** Bob Vitas, City Manager  
 E. David Fernandez, Asst. City Manager - Operations  
 Mark Finigan, Asst. City Manager - Administration

**FROM:** Doug Bradshaw, Port and Marine Services Director

**DATE:** January 27, 2014

**RE:** Award of Invitation to Bid (ITB) # 13-020 Port and Marina Security Services (Port and City Marina).

**ACTION STATEMENT:**

Award of Invitation to Bid (ITB) # 13-020 Port and Marina Security Services to Northstar Security, Inc. for a contract price of \$18.00/hour, equaling \$69,822 per year for the Port and \$65,700 for City Marina, and authorize the execution of a contract with terms and conditions set forth by the City Manager and approved by the City Attorney.

**PURPOSE AND JUSTIFICATION**

Port and Marine Services advertised ITB#13-020 on August 25, 2013 soliciting bids from Contractors specializing in Security Personnel and Services to provide unarmed security services to selected City of Key West owned and leased properties including the Key West Bight, Key West Bight Ferry Terminal, City Marina at Garrison Bight, Mallory Square, the Outer Mole Pier at the Truman Waterfront property, and other locations as directed.

The ITB required the following:

- A valid State of Florida Class D Security License is required for all security personnel.
- A valid Transportation Workers Identification Card (TWIC) is required for all security personnel.
- Contractor shall have permanent representation of supervisory capacity residing in the City of Key West or with 35 miles of Key West. Supervisor shall have the ability to provide for additional security within a minimum of twelve (12) hours notification by the City. Supervisor will not be a full time shift standing security officer. Supervisor will be required to respond to any incident in person within 2 hours.
- Contractor acknowledges that cruise ship schedules are subject to change/modification which requires the Supervisor to provide for flexible

*Key to the Caribbean - Average yearly temperature 77° F.*

scheduling.

- All security services performed shall comply with local, state, and federal requirements and shall be coordinated with the City of Key West Police Department. Where applicable the security service shall be in compliance with the City of Key West Port Security Plan or as designated by the Director of Port Operations and/or the Facility Security Officer (FSO) for the City of Key West.
- Contractor will also comply with the marina security policy

Additional components of the ITB included the following:

- Multiple tardiness or failure to show up for assigned shifts by Contractor security personnel may result in immediate dismissal of the offender. The final decision on dismissal will be the City of Key West's designated FSO
- All Contractor security personnel must be proficient in speaking and understanding English.
- All Contractor security personnel must carry a cell phone that can be reached at all times during a shift by City personnel
- All Contractor security personnel must wear a company issued uniform approved by the City FSO.
- Contractor shall maintain a 24-hour cell phone contact number with a local supervisor.
- Use of electronic devices other than cell phones is prohibited. Limited cell phone use will be permitted when appropriate.
- Contractor is required to fill "no shows" positions within 30 minutes. Failure to do so will result in implementation of the penalty clause.
- Contractor will participate in monthly operations meetings with City Staff and Key West Police Department officers and local Contractor Supervisor.
- Security personnel working at the Key West Bight will be required to support calls to the Key West Park and Ride on Grinnell Street and throughout the Key West Bight and shall report general maintenance issues such as lights being out or doors left unlocked.
- Contractor is responsible for replacement costs for any City issued equipment such as time clock wands that are damaged or lost by security personnel.

On September 25, 2013, the City received six (6) bids for the ITB. Summary of bids is attached

Staff reviewed all proposals to determine responsiveness to the ITB. Even though all of the bidders were considered responsive to the ITB, staff feels only two (2) of the bidders should be considered responsible bidders and eligible for award.

1. Mason Evans, Inc.  
d/b/a Diamond Investigations & Security  
1314 Cape Coral Parkway East, Suite 206  
Cape Coral, FL 33904

|            | Mallory Square | Outer Mole Pier | Key West Bight | City Marina | Ferry Terminal |
|------------|----------------|-----------------|----------------|-------------|----------------|
| Unburdened | \$15.00        | \$15.00         | \$13.00        | \$13.00     | \$15.00        |
| Burdened   | \$20.50        | \$20.50         | \$18.20        | \$18.20     | \$20.50        |



2. Northstar Security, Inc.  
422 Fleming Street  
Key West, FL 33040

|            | Mallory Square | Outer Mole Pier | Key West Bight | City Marina | Ferry Terminal |
|------------|----------------|-----------------|----------------|-------------|----------------|
| Unburdened | \$15.00        | \$15.00         | \$15.00        | \$15.00     | \$15.00        |
| Burdened   | \$18.00        | \$18.00         | \$18.00        | \$18.00     | \$18.00        |

Staff recommends all other bids be rejected because of budgetary reasons (insufficient budget) or staff felt that the unburdened rate (actual pay to employees) was insufficient to retain quality guards as has been the case in the past. Reference checks were performed on the two firms by Lieutenant Dave Black, KYPD. Here was his response:

*"We called all the listed references for NorthStar and Diamond. Both agencies had one reference each that were critical of their service. The other listed references gave them a favorable review. We found an unlisted client of NorthStar, the Miami Museum of Science. They were not listed as one of NorthStar's references, so a cold call to them was made. The client gave Northstar a very favorable review."*

#### **OPTIONS**

There are three options:

1. Accept the lowest qualified, responsible, responsive bidder, Northstar Security, Inc.
2. Reject the lowest qualified bidder and select another bidder or
3. Readvertise the ITB.

#### **ADVANTAGES/DISADVANTAGES**

Option 1: Northstar Security, Inc. has submitted a responsible and responsive bid that appears to be reasonable to provide the work as specified in the bid and has the lowest rate of the acceptable bids.

Option 2: There appears to be no justification for selecting another bidder or a rebid.

#### **FINANCIAL ISSUES**

The 2013-2014 budget for Port and City Marina anticipated the \$18/hour for private security. The bid is within budget.

#### **RECOMMENDATION**

City Staff recommends Award of Bid for ITB #13-020: Port and Marina Security Services to Northstar Security, Inc. for a contract price of \$18.00/hour, equaling \$69,822 per year for the Port and \$65,700 for City Marina, and authorize the execution of a contract with terms and conditions set forth by the City Manager.



**Notice of Award**

February 7, 2014

Northstar Security, Inc.  
Attention: Rafael Aguilar  
422 Fleming Street  
Key West, FL 33040

**Project: PORT AND MARINA SECURITY SERVICES : ITB No: 13-020**

Dear:

At a meeting of the Key West City Commission/CRA held on February 4, 2014, your firm, Northstar Security, Inc. was awarded the contract for PORT AND MARINA SECURITY SERVICES for the hourly rates as specified on the bid form.

Enclosed please find two (2) copies of the Contract Documents for your execution. Please complete the necessary pages, affixing signatures, notary and / or corporate seals, etc. where necessary and return to this office within ten (10) calendar days from the date of this letter.

The Certificate of Insurance must be attached to the documents; an original and one copy are acceptable.

A copy of your City of Key West Business Tax Receipt must be attached.

If you have additional questions, please do not hesitate to call me at (305) 809-3790.

Sincerely,

A handwritten signature in blue ink, appearing to be "D. Bradshaw", with a long horizontal line extending to the right.

Doug Bradshaw  
Port and Marine Services Director

**AGREEMENT BETWEEN THE CITY OF KEY WEST  
AND  
FOR PORT AND MARINA SECURITY SERVICES**

This Agreement is made and entered into by and between the City of Key West, Florida, a municipal corporation of the State of Florida, whose address is 3126 Flagler Street, Key West, Florida 33040 (hereinafter referred to as "CITY") and Northstar Security, Inc. a Florida Corporation, whose address is 422 Fleming St, Key West, Florida 33040 hereinafter referred to as the CONTRACTOR.)

WITNESSETH:

The CONTRACTOR, in consideration of the unit prices to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for ITB #13-020 PORT AND MARINA SECURITY SERVICES, Key West, Florida to the extent of the Proposal made by the Contractor, dated the 22<sup>nd</sup> day of September 2013, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the BID, CONTRACT FORMS, AND SCOPE OF WORK.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the unit price amounts on the bid form as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

WHEREAS, the CITY by Resolution No. 14-039 and 14-043 accepted the bid of CONTRACTOR to provide security services to CITY; and

WHEREAS, the parties agree as follows:

1. CONTRACTOR shall provide unarmed security services to City of Key West owned, operated, or leased properties including, but not limited to the Outer Mole Pier, Mallory Square, Key West Bight, City Marina and the Key West Ferry Terminal, as described in the bid specifications or modifications thereto contained in ITB 13-020, which is incorporated by reference hereto.
2. CONTRACTOR is an independent contractor, and at its own cost and expense, shall perform the services as authorized by Purchase Order issued by CITY, and shall provide all materials, tools, labor, appliances, machinery, vehicles, and appurtenances necessary to perform the services.
3. All services shall be performed in a professional manner and form as required by all applicable Federal, State, and local rules, regulations, laws, codes, and ordinances, and in accordance with the "Contract Documents". Transportation Workers Identification Card

(TWIC) and City of Key West Port Access badging is required by all CONTRACTOR personnel.

4. CONTRACTOR shall have a Training Plan which will be presented to City upon request.
5. In consideration of the performance of the services as set forth in ITB 13-020, the City agrees to pay to the CONTRACTOR the hourly prices as outlined in the Bid Form in accordance with ITB 13-020, or as otherwise herein provided.
6. At certain times ships may stay longer than scheduled. CONTRACTOR will provide security services at the rate designated in ITB 13-020, for those additional hours with little or no notice.
7. In addition to any other remedies for failing to strictly adhere to the requirements of this Agreement, and without waiving any right to enforce any provision of this Agreement, City and CONTRACTOR agree that the following measures may be instituted by City for CONTRACTOR'S failure to meet the service requirements in ITB 13-020. Should the CONTRACTOR be unable to provide the required services as described in this contract and related bid documents, then the City may provide services using Key West Police Department personnel at the established detail rate. The cost of those services will be borne by the CONTRACTOR. CONTRACTOR shall notify City 48-hours prior to any day when CONTRACTOR knows or has reason to believe that an insufficient number of security personnel are available to cover required security services.
8. The CONTRACTOR shall have permanent representation of supervisory capacity residing in Key West or within 35 miles of Key West and shall have the ability on short notice to provide additional security needs within a minimum of twelve (12) hours of notification by the City. It is also understood that cruise ship schedules are subject to change and/or cancellations which requires the CONTRACTOR to provide for flexible scheduling of security personnel.
9. CONTRACTOR will maintain a 24-hour cell phone/office contact number with a supervisor.
10. CITY shall pay CONTRACTOR within forty-five (45) days from the date of receipt of a correct and approved written invoice for payment.
12. The CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, property damage, losses, personal injuries, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR, its employees or agents, in the performance of this Agreement as indicated in ITB 13-020.
13. The CONTRACTOR's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this Agreement, or the CONTRACTOR's limit of or lack of sufficient insurance protection.

14. This Agreement is for a term of three (3) years from the date this Agreement is executed by both parties. The CONTRACTOR and City Commission may renew the Agreement on the same terms and conditions, for an additional two (2) calendar year period, with an increase negotiated by both parties, if mutually agreed to by the parties at least sixty (60) calendar days prior to the contract expiration. If not renewed prior to the time specified, CITY may proceed to go out for bid for the services.
15. City shall have the right to terminate this contract with or without cause upon thirty (30) calendar days written notice to CONTRACTOR. CONTRACTOR shall have the right to terminate this Agreement with or without cause upon sixty (60) calendar days written notice to City.
16. CONTRACTOR may not assign this Contract, and any changes to the terms of this Contract must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity.
17. The laws of the State of Florida govern the validity of this Agreement, its interpretation and performance, and any claims related to it. The venue for mediation, arbitration or any other legal proceeding shall be Monroe County, Florida.
18. If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
19. In the event of litigation affecting the rights of either party under this Agreement, the losing party shall pay the prevailing party's costs, expenses, and Attorney's Fees incurred in the enforcement of the prevailing party's rights.
20. Any notices sent shall be sent to the parties by U.S. mail as follows:

**CITY OF KEY WEST**  
Dir. Port Operations  
PO Box 6434  
Key West, FL 33041-6434  
305-809-3790

**CONTRACTOR**  
Northstar Security, Inc.  
Attention: Rafael Aguilar  
422 Fleming Street  
Key West, FL 33040  
786-307-7541

**SIGNATURE PAGE FOR  
AGREEMENT FOR  
PORT AND MARINA SECURITY SERVICES**

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same. this  
11 day of Feb 2018.

ATTEST:

Signature:



Meryl Smith  
Meryl Smith, City Clerk

CITY OF KEY WEST, FLORIDA

Signature:

Bob Vitas  
Bob Vitas, City Manager

WITNESS

Signature:

Luis A. Requejo  
Name: Luis Anthony Requejo  
Title: CEO

CONTRACTOR

Signature:

Rafael Aguilar  
Rafael Aguilar, President & Chief  
Security Officer

Notice to Bidder: Use Black Ink or Type For Completing the Form.

**BID**

To: CITY CLERK  
CITY OF KEY WEST, FLORIDA  
5126 FLAGLER AVE  
KEY WEST, FLORIDA 33040

Project Title: PORT AND MARINA SECURITY SERVICES

Project No.: ITB No. 13-020

**BIDDER'S INFORMATION**

Name: NORTHEAST SECURITY, INC.

Address: 422 FLEMING STREET  
KEY WEST, FL 33040

Contact Name: RAFAEL AGUILAR

Email: RAFAEL@NORTHEASTSECURITY.US

Telephone: (305) 830-9991

Fax: (888) 537-5171

**BIDDER'S DECLARATION AND UNDERSTANDING**

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he/she has carefully examined the Contract Documents for the project that he/she has personally inspected the site that he/she has satisfied himself/herself as conditions of work involved.

The Bidder further agrees that he/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Project Manager, Owner, and other sources in arriving at his/her conclusions.



BID FORM

PORT AND MARINA SECURITY SERVICES

The security services for each facility is outlined in the Scope of Work section

| LOCATION                      | UNBURDENED HOURLY RATE (\$) <sup>1</sup> | RATE IN WORDS   | BURDENED HOURLY RATE (\$) <sup>2</sup> | RATE IN WORDS    | YEARLY TOTAL (\$) |
|-------------------------------|--|-----------------|--|------------------|-------------------|
| Mallory Square                | \$ 15.00                                 | Fifteen Dollars | \$ 18.00                               | Eighteen Dollars | Not Applicable    |
| Outer Mole Pier               | \$ 15.00                                 | Fifteen Dollars | \$ 18.00                               | Eighteen Dollars | Not Applicable    |
| Key West Bight                | \$ 15.00                                 | Fifteen Dollars | \$ 18.00                               | Eighteen Dollars | \$ 91,728         |
| City Marina                   | \$ 15.00                                 | Fifteen Dollars | \$ 18.00                               | Eighteen Dollars | \$ 65,700         |
| Key West Bight Ferry Terminal | \$ 15.00                                 | Fifteen Dollars | \$ 18.00                               | Eighteen Dollars | Not Applicable    |

<sup>1</sup> Direct Labor Cost

<sup>2</sup> Direct Labor Cost, O/H, G&A, Profit

Note: The City reserves the right to request a Certificate of Current Cost or Pricing Data to certify the hourly rates above

**SUBCONTRACTORS**

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Bidder is awarded the Contract:

Portion of Work: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Portion of Work: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Portion of Work: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

NONE

**BIDDER**

The name of the Bidder submitting this Bid is: NORTHSTAR SECURITY, INC.

Doing business at 422 FLEMING STREET

City KEY WEST State FL Zip 33040

Telephone No. (305) 830-9991

This address is where all communications concerning this Bid shall be sent.

The names of the principal officers of the Corporation submitting this Bid, or of the Partnership, or of all persons interested in this Bid as Principals are as follows:

| Name                    | Title            |
|-------------------------|------------------|
| <u>RAFAEL AGUIAR</u>    | <u>President</u> |
| <u>LUIS REWEGO</u>      | <u>CEO</u>       |
| <u>Jorge Calzadilla</u> | <u>CFO</u>       |

**If Corporation**

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 22 day of September, 2013

(SEAL)

Name of Corporation NORTHSTAR SECURITY, INC.

By: RAFAEL AMORIM

Title: President

Attest: Jan E...  
Secretary

**If Sole Proprietor or Partnership**

IN WITNESS hereto the undersigned has set his/her/its hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature of Bidder \_\_\_\_\_

Title \_\_\_\_\_

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**PROJECT ITB #13-020: PORT AND MARINA SECURITY SERVICES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE  
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Bid or Contract No. ITB-13-020 for PORT & MARINA SECURITY SERVICES
2. This sworn statement is submitted by NORTHEAST SECURITY, INC.  
(Name of entity submitting sworn statement)  
whose business address is 422 FLEMING STREET  
KEY WEST, FL 33040 and (if applicable) its Federal  
Employer Identification Number (FEIN) is 27-0498034 (If the entity has no FEIN,  
include the Social Security Number of the individual signing this sworn statement.)
3. My name is RAFAEL AGUIAR and my relationship to  
(Please print name of individual signing)  
the entity named above is President
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(a), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving embezzlement, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(3)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1985, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of that entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(3), Florida Statutes, means any natural

person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

[Signature]  
(Signature)  
9-12-2013  
(Date)

STATE OF FLORIDA  
COUNTY OF Miami Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,  
Rosita Aguilar who, after first being sworn by me, affixed her signature in the  
(Name of individual signing)  
space provided above on this 22 day of September, 2013




[Signature]  
NOTARY PUBLIC

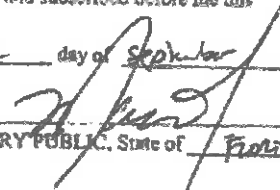
**ANTI-KICKBACK AFFIDAVIT**

PROJECT ITB #13-020: PORT AND MARINA SECURITY SERVICES

STATE OF FLORIDA )  
 : SS  
 COUNTY OF MONROE )

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein Bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By:  RAFAEL ARUINA

Sworn and subscribed before me this  
22 day of September, 2013  
  
 NOTARY PUBLIC, State of Florida at Large  
 My Commission Expires: \_\_\_\_\_



**CITY OF KEY WEST INDEMNIFICATION FORM**

To the fullest extent permitted by law, the Contractor expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of Contractor's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Contractor or of any third party to whom Contractor may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR NORTSTAR SECURITY, INC. SEAL:

422 FLEMING STREET, KEY WEST, FL 33040  
Address

  
Signature

RAFAEL AGUIRRE  
Print Name

President  
Title

9-22-2013  
Date

Date



**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**


PROJECT ITB #13-020: PORT AND MARINA SECURITY SERVICES

STATE OF FLORIDA )

SS

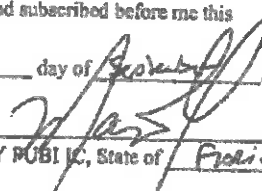
COUNTY OF MONROE )

I, the undersigned hereby duly sworn, depose and say that the firm of NORTHSTAR SECURITY, INC. provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

 RACHEL Aguilera

Sworn and subscribed before me this

22 day of September, 2013

  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: \_\_\_\_\_



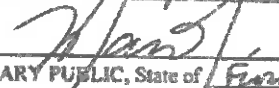
**CONE OF SILENCE AFFIDAVIT**

STATE OF FLORIDA )  
: SS  
COUNTY OF MONROE )

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of NORTHSTAR SECURITY, INC. have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

  
RARTHEL Aguilar

Sworn and subscribed before me this  
22 day of September, 2013.

  
NOTARY PUBLIC, State of Florida at Large



My Commission Expires: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/08/2014

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

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

|  |  |   |  |
|--|--|---|--|
| <b>PRODUCER</b><br>El Dorado Insurance Agency, Inc.<br>El Dorado Sec Svcs Ins Agy<br>PO Box 66571<br>Houston TX 77266  |  | <b>CONTACT NAME:</b> Diane Kornblit<br><b>PHONE (AC No. Ext.):</b> (713) 521-9251 <b>FAX (AC No.):</b> (713) 521-0125<br><b>E-MAIL ADDRESS:</b> dkornblit@eldoradoinsurance.com |  |
| <b>INSURED</b><br>Northstar Security, Inc., DBA: Northstar<br>172 W Flagler Street, Suite 330, Miami, FL 33104<br>422 Fleming Street, Key West, FL 33040<br>Miami FL 33130 |  | <b>INSURER(S) AFFORDING COVERAGE</b>  |  |
|  |  | <b>INSURER A:</b> First Mercury Insurance Co. <b>NAIC #</b> 10657   | <b>INSURER B:</b> Travelers Indemnity Company of <b>25658</b>  |
|  |  | <b>INSURER C:</b> SCOTTSDALE INSURANCE CO <b>41297</b>  | <b>INSURER D:</b> Travelers Casualty & Surety Co. <b>19038</b> |
|  |  | <b>INSURER E:</b>   |  |
|  |  | <b>INSURER F:</b>   |  |

COVERAGES **CERTIFICATE NUMBER: 13-14 GL/Auto/WC/UMB** **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.

| TYPE | TYPE OF INSURANCE   | ACORD FORM NO. (2012) | POLICY NUMBER        | POLICY EFF. DATE (MM/DD/YYYY) | POLICY EXP. DATE (MM/DD/YYYY) | LIMITS   |
|------|---|-----------------------|----------------------|-------------------------------|-------------------------------|--|
| A    | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS & CAPS<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC |                       | SC-CGL-0000024983-01 | 0/5/2013                      | 3/5/2014                      | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMPOB ADD \$ Included |
|      | <input type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS   |                       | BA00834676           | 4/2/2013                      | 4/3/2014                      | COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Uninsured motorists \$  |
| C    | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS  |                       |                      |                               |                               | EACH OCCURRENCE \$<br>AGGREGATE \$   |
|      | <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br><input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (N/A)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | N/A                   | DB-4069T19-7         | 3/2/2013                      | 4/2/2014                      | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                     |

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

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b><br>( )<br>City of Key West<br>3126 Flagler Street<br>Key West, FL 33040 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE:<br>R.S. Ring, Jr. / DIANE |
|---|---|

# CITY OF KEY WEST, FLORIDA

## Business Tax Receipt

This Document is a business tax receipt  
Holder must meet all City zoning and use provisions.  
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name NORTHSTAR SECURITY INC CtlNbr:0023570  
Location Addr 422 FLEMING ST  
Lic NBR/Class 14-00029057 SERVICE - PROFESSIONAL  
Issue Date: February 11, 2014 Expiration Date: September 30, 2014  
License Fee \$206.50  
Add. Charges \$0.00  
Penalty \$0.00  
Total \$206.50  
Comments: SECURITY AGENCY

City of Key West  
1 2 3 4 5 6 7 8 9 0  
\*\*\* CUSTOMER SERVICE \*\*\*  
Issue: 01 Drwnr: 1  
Receipt no: 17518

This document must be prominently displayed in the business premises.  
NORTHSTAR SECURITY INC  
422 FLEMING ST  
KEY WEST FL 33040

Year License Amount  
2014 29057 \$206.50  
LIC OCCUPATIONAL RENEWAL  
Tender detail  
VA VISA/MST/EK  
Total tendered \$206.50  
Total Payment 2/11/14 Time: 9:58:58



**Notice of Award**

February 7, 2014

Northstar Security, Inc.  
Attention: Rafael Aguilar  
422 Fleming Street  
Key West, FL 33040

Project: PORT AND MARINA SECURITY SERVICES : ITB No: 13-020

Dear:

At a meeting of the Key West City Commission/CRA held on February 4, 2014, your firm, Northstar Security, Inc. was awarded the contract for PORT AND MARINA SECURITY SERVICES for the hourly rates as specified on the bid form.

Enclosed please find two (2) copies of the Contract Documents for your execution. Please complete the necessary pages, affixing signatures, notary and / or corporate seals, etc. where necessary and return to this office within ten (10) calendar days from the date of this letter.

The Certificate of Insurance must be attached to the documents; an original and one copy are acceptable.

A copy of your City of Key West Business Tax Receipt must be attached.

If you have additional questions, please do not hesitate to call me at (305) 809-3790.

Sincerely,

A handwritten signature in blue ink, appearing to be "DB", with a long horizontal line extending to the right.

Doug Bradshaw  
Port and Marine Services Director

**AGREEMENT BETWEEN THE CITY OF KEY WEST  
AND  
FOR PORT AND MARINA SECURITY SERVICES**

This Agreement is made and entered into by and between the City of Key West, Florida, a municipal corporation of the State of Florida, whose address is 3126 Flagler Street, Key West, Florida 33040 (hereinafter referred to as "CITY") and Northstar Security, Inc. a Florida Corporation, whose address is 422 Fleming St, Key West, Florida 33040 hereinafter referred to as the CONTRACTOR.)

**WITNESSETH:**

The CONTRACTOR, in consideration of the unit prices to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for ITB #13-020 PORT AND MARINA SECURITY SERVICES, Key West, Florida to the extent of the Proposal made by the Contractor, dated the 22<sup>nd</sup> day of September 2013, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the BID, CONTRACT FORMS, AND SCOPE OF WORK.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the unit price amounts on the bid form as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

WHEREAS, the CITY by Resolution No. 14-039 and 14-043 accepted the bid of CONTRACTOR to provide security services to CITY; and

WHEREAS, the parties agree as follows:

1. CONTRACTOR shall provide unarmed security services to City of Key West owned, operated, or leased properties including, but not limited to the Outer Moie Pier, Mallory Square, Key West Bight, City Marina and the Key West Ferry Terminal, as described in the bid specifications or modifications thereto contained in ITB 13-020, which is incorporated by reference hereto.
2. CONTRACTOR is an independent contractor, and at its own cost and expense, shall perform the services as authorized by Purchase Order issued by CITY, and shall provide all materials, tools, labor, appliances, machinery, vehicles, and appurtenances necessary to perform the services.
3. All services shall be performed in a professional manner and form as required by all applicable Federal, State, and local rules, regulations, laws, codes, and ordinances, and in accordance with the "Contract Documents". Transportation Workers Identification Card

(TWIC) and City of Key West Port Access badging is required by all CONTRACTOR personnel.

4. CONTRACTOR shall have a Training Plan which will be presented to City upon request.
5. In consideration of the performance of the services as set forth in ITB 13-020, the City agrees to pay to the CONTRACTOR the hourly prices as outlined in the Bid Form in accordance with ITB 13-020, or as otherwise herein provided.
6. At certain times ships may stay longer than scheduled. CONTRACTOR will provide security services at the rate designated in ITB 13-020, for those additional hours with little or no notice.
7. In addition to any other remedies for failing to strictly adhere to the requirements of this Agreement, and without waiving any right to enforce any provision of this Agreement, City and CONTRACTOR agree that the following measures may be instituted by City for CONTRACTOR'S failure to meet the service requirements in ITB 13-020. Should the CONTRACTOR be unable to provide the required services as described in this contract and related bid documents, then the City may provide services using Key West Police Department personnel at the established detail rate. The cost of those services will be borne by the CONTRACTOR. CONTRACTOR shall notify City 48-hours prior to any day when CONTRACTOR knows or has reason to believe that an insufficient number of security personnel are available to cover required security services.
8. The CONTRACTOR shall have permanent representation of supervisory capacity residing in Key West or within 35 miles of Key West and shall have the ability on short notice to provide additional security needs within a minimum of twelve (12) hours of notification by the City. It is also understood that cruise ship schedules are subject to change and/or cancellations which requires the CONTRACTOR to provide for flexible scheduling of security personnel.
9. CONTRACTOR will maintain a 24-hour cell phone/office contact number with a supervisor.
10. CITY shall pay CONTRACTOR within forty-five (45) days from the date of receipt of a correct and approved written invoice for payment.
12. The CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, property damage, losses, personal injuries, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR, its employees or agents, in the performance of this Agreement as indicated in ITB 13-020.
13. The CONTRACTOR's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this Agreement, or the CONTRACTOR's limit of or lack of sufficient insurance protection.



14. This Agreement is for a term of three (3) years from the date this Agreement is executed by both parties. The CONTRACTOR and City Commission may renew the Agreement on the same terms and conditions, for an additional two (2) calendar year period, with an increase negotiated by both parties, if mutually agreed to by the parties at least sixty (60) calendar days prior to the contract expiration. If not renewed prior to the time specified, CITY may proceed to go out for bid for the services.
15. City shall have the right to terminate this contract with or without cause upon thirty (30) calendar days written notice to CONTRACTOR. CONTRACTOR shall have the right to terminate this Agreement with or without cause upon sixty (60) calendar days written notice to City.
16. CONTRACTOR may not assign this Contract, and any changes to the terms of this Contract must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity.
17. The laws of the State of Florida govern the validity of this Agreement, its interpretation and performance, and any claims related to it. The venue for mediation, arbitration or any other legal proceeding shall be Monroe County, Florida.
18. If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
19. In the event of litigation affecting the rights of either party under this Agreement, the losing party shall pay the prevailing party's costs, expenses, and Attorney's Fees incurred in the enforcement of the prevailing party's rights.
20. Any notices sent shall be sent to the parties by U.S. mail as follows:

**CITY OF KEY WEST**  
Dir. Port Operations  
PO Box 6434  
Key West, FL 33041-6434  
305-869-3790

**CONTRACTOR**  
Northstar Security, Inc.  
Attention: Rafael Aguilar  
422 Fleming Street  
Key West, FL 33040  
786-307-7541

**SIGNATURE PAGE FOR  
AGREEMENT FOR  
PORT AND MARINA SECURITY SERVICES**

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same, this  
11 day of Feb 2017.



Meryl Smith  
Meryl Smith, City Clerk

**CITY OF KEY WEST, FLORIDA**

Signature: [Signature]  
Bob Vitale, City Manager

**WITNESS**

Signature: [Signature]  
Name: Wls Anthony Regueira  
Title: CEO

**CONTRACTOR**

Signature: [Signature]  
Rafael Aguilar, President & Chief Security Officer

Notice to Bidder: Use Black Ink or Type For Completing the Form.

**BID**

To: CITY CLERK  
CITY OF KEY WEST, FLORIDA  
3126 FLAGLER AVE  
KEY WEST, FLORIDA 33040

Project Title: PORT AND MARINA SECURITY SERVICES

Project No.: ITB No. 13-020

**BIDDER'S INFORMATION**

Name: NORTHSTAR SECURITY, INC.

Address: 422 FLEMING STREET  
KEY WEST, FL 33040

Contact Name: RAFAEL AGUILAR

Email: RAFAEL@NORTHSTARSECURITY.US

Telephone: (305) 830-9991

Fax: (888) 537-5171

**BIDDER'S DECLARATION AND UNDERSTANDING**

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract

The Bidder further declares that he/she has carefully examined the Contract Documents for the project that he/she has personally inspected the site that he/she has satisfied himself/herself as conditions of work involved.

The Bidder further agrees that he/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Project Manager, Owner, and other sources in arriving at his/her conclusions.

BID FORM

**PORT AND MARINA SECURITY SERVICES**

The security services for each facility is outlined in the Scope of Work section

| LOCATION                      | UNBURDENED HOURLY RATE (\$) | RATE IN WORDS   | BURDENED HOURLY RATE (\$) <sup>1</sup> | RATE IN WORDS    | YEARLY TOTAL (\$) |
|-------------------------------|-----------------------------|-----------------|--|------------------|-------------------|
| Mallory Square                | \$ 15.00                    | Fifteen Dollars | \$ 18.00                               | Eighteen Dollars | Not Applicable    |
| Outer Mole Pier               | \$ 15.00                    | Fifteen Dollars | \$ 18.00                               | Eighteen Dollars | Not Applicable    |
| Key West Bight                | \$ 15.00                    | Fifteen Dollars | \$ 18.00                               | Eighteen Dollars | \$ 91,728         |
| City Marina                   | \$ 15.00                    | Fifteen Dollars | \$ 18.00                               | Eighteen Dollars | \$ 65,700         |
| Key West Bight Ferry Terminal | \$ 15.00                    | Fifteen Dollars | \$ 18.00                               | Eighteen Dollars | Not Applicable    |

<sup>1</sup> Direct Labor Cost

<sup>2</sup> Direct Labor Cost, O/H, G&A, Profit

Note: The City reserves the right to request a Certificate of Current Cost or Pricing Data to certify the hourly rates above

**SUBCONTRACTORS**

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Bidder is awarded the Contract:

Portion of Work: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Portion of Work: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Portion of Work: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

NONE

**BIDDER**

The name of the Bidder submitting this Bid is NORTHSTAR SECURITY, INC.

Doing business at 422 FLEMING STREET

City KEY WEST State FL Zip 33040

Telephone No. (305) 830-9991

This address is where all communications concerning this Bid shall be sent.

The names of the principal officers of the Corporation submitting this Bid, or of the Partnership, or of all persons interested in this Bid as Principals are as follows:

| Name                    | Title            |
|-------------------------|------------------|
| <u>Rafael Aguilar</u>   | <u>President</u> |
| <u>Luis Reinoso</u>     | <u>CEO</u>       |
| <u>Jorge Calzadilla</u> | <u>CFO</u>       |

**If Corporation**

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 22 day of September, 2013

(SEAL)

Name of Corporation NORTHSTAR SECURITY, INC.

By: RAFAEL AONILAO 

Title: President

Attest: Jan Ean

Secretary

**If Sole Proprietor or Partnership**

IN WITNESS hereto the undersigned has set his/her/its hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature of Bidder \_\_\_\_\_

Title \_\_\_\_\_

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**PROJECT ITB #13-020: PORT AND MARINA SECURITY SERVICES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE  
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Bid or Contract No. ITA-13-020 for PORT & MARINA SECURITY SERVICES
2. This sworn statement is submitted by NORTHSTAR SECURITY, INC.  
(Name of entity submitting sworn statement)  
whose business address is 422 FLEMING STREET  
KEY WEST, FL 33040 and (if applicable) its Federal  
Employer Identification Number (FEIN) is 27-0498034 (If the entity has no FEIN,  
include the Social Security Number of the individual signing this sworn statement.)
3. My name is RAFAEL AGUIAR and my relationship to  
(Please print name of individual signing)  
the entity named above is President
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1985, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(e), Florida Statutes, means
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(5), Florida Statutes, means any natural



person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bid on contracts for the provision of goods or services for by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

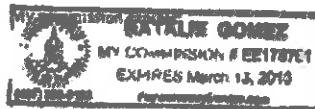
(Date)

STATE OF FLORIDA  
COUNTY OF Miami Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Rafael Aguilar who, after first being sworn by me, affixed his/her signature in the  
(Name of individual signing)

space provided above on this 22 day of September, 2013



NOTARY PUBLIC

**ANTI-KICKBACK AFFIDAVIT**

PROJECT ITB #13-020: PORT AND MARINA SECURITY SERVICES

STATE OF FLORIDA )  
: SS  
COUNTY OF MONROE )

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein Bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Rafael Aquino

Sworn and subscribed before me this

22 day of September, 2013

[Signature]  
NOTARY PUBLIC, State of FLORIDA at Large



My Commission Expires: \_\_\_\_\_

**CITY OF KEY WEST INDEMNIFICATION FORM**

To the fullest extent permitted by law, the Contractor expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of Contractor's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Contractor or of any third party to whom Contractor may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR NORTSTAR SECURITY, INC. SEAL:

422 FLEMING STREET, KEY WEST, FL 33040  
Address

  
Signature

RAFAEL AGUILAR  
Print Name

President  
Title

9-22-2013  
Date

Date

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

PROJECT ITB #13-020: PORT AND MARINA SECURITY SERVICES

STATE OF FLORIDA )  
 : SS  
COUNTY OF MONROE )

I, the undersigned hereby duly sworn, depose and say that the firm of NORTHSTAR SECURITY, INC. provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec 2-799

*[Signature]*  
SS. RACHEL AGUIAR

Sworn and subscribed before me this

22 day of September, 2013

*[Signature]*  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: \_\_\_\_\_



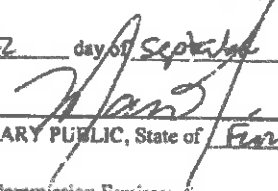
CONE OF SILENCE AFFIDAVIT

STATE OF FLORIDA )  
 : SS  
COUNTY OF MONROE )

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of NORTHSTAR SECURITY, INC. have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

 R. A. Aulin

Sworn and subscribed before me this  
22 day of September, 2013.

  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/08/2014

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

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

|  |  |   |                      |
|--|--|---|----------------------|
| <b>PRODUCER</b><br>El Dorado Insurance Agency, Inc.<br>El Dorado Sec Svcs Ins Agy<br>PO Box 66571<br>Houston TX 77266  |  | <b>CONTACT NAME:</b> Diane Korablit<br><b>PHONE (A/C No. Ext.):</b> (713) 521-9251 <b>FAX (A/C No.):</b> (713) 521-0125<br><b>E-MAIL ADDRESS:</b> dkorablit@eldoradoinsurance.com |                      |
| <b>INSURED</b><br>Northstar Security, Inc., DBA: Northstar<br>172 W Flagler Street, Suite 330, Miami, FL 331<br>422 Fleming Street, Key West, FL 33040<br>Miami FL 33130 |  | <b>INSURER(S) AFFORDING COVERAGE</b>  |                      |
|  |  | <b>INSURER A:</b> First Mercury Insurance Co.   | <b>NAIC #:</b> 10657 |
|  |  | <b>INSURER B:</b> Travelers Indemnity Company of  | <b>25658</b>         |
|  |  | <b>INSURER C:</b> SCOTTSDALE INSURANCE CO   | <b>41297</b>         |
|  |  | <b>INSURER D:</b> Travelers Casualty & Surety Co.   | <b>19038</b>         |
|  |  | <b>INSURER E:</b>   |                      |
|  |  | <b>INSURER F:</b>   |                      |

**COVERAGES** CERTIFICATE NUMBER: 13-14 GL/Auto/WC/TAB 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

| INSTR. LTR. | TYPE OF INSURANCE   | ADD. (SUM) INSR. WVD.                                 | POLICY NUMBER       | POLICY EFF. (MM/DD/YYYY) | POLICY EXP. (MM/DD/YYYY) | LIMITS   |
|-------------|---|---|---------------------|--------------------------|--------------------------|--|
| A           | <b>GENERAL LIABILITY</b>  |   |                     |                          |                          |  |
|             | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  |   | 32-CGL-000024984-C1 | 3/5/2013                 | 3/5/2014                 | EACH OCCURRENCE \$ 1,000,000   |
|             | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                            | DAMAGE TO RENTED PREMISES (Eq. occurrence) \$ 100,000 |                     |                          |                          |  |
|             | <input checked="" type="checkbox"/> Errors & Omissions  | MED EXP (Any one person) \$ 5,000                     |                     |                          |                          |  |
|             | PERSONAL & ADV INJURY \$ 1,000,000  |   |                     |                          |                          |  |
|             | GEN'L AGGREGATE LIMIT APPLIES PER   |   |                     |                          |                          | GENERAL AGGREGATE \$ 2,000,000   |
|             | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |   |                     |                          |                          | PRODUCTS - COMP/OP AGG \$ Included   |
| B           | <b>AUTOMOBILE LIABILITY</b>   |   |                     |                          |                          |  |
|             | <input checked="" type="checkbox"/> ANY AUTO  |   | BA00634676          | 4/3/2013                 | 4/3/2014                 | COMBINED SINGLE LIMIT (Eq. accident) \$ 1,000,000  |
|             | <input checked="" type="checkbox"/> ALL OWNED AUTOS   | <input checked="" type="checkbox"/> SCHEDULED AUTOS   |                     |                          |                          | BODILY INJURY (Per person) \$  |
|             | <input checked="" type="checkbox"/> HIRED AUTOS   | <input checked="" type="checkbox"/> NON-OWNED AUTOS   |                     |                          |                          | BODILY INJURY (Per accident) \$  |
|             |   | PROPERTY DAMAGE (Per accident) \$                     |                     |                          |                          |  |
|             |   |   |                     |                          |                          | Underinsured motorist \$   |
| C           | <b>UMBRELLA LIAS</b>  |   |                     |                          |                          |  |
|             | <input type="checkbox"/> EXCESS LIAB  | <input type="checkbox"/> OCCUR                        |                     |                          |                          | EACH OCCURRENCE \$   |
|             | <input type="checkbox"/> DED  | <input type="checkbox"/> CLAIMS-MADE                  |                     |                          |                          | AGGREGATE \$   |
| D           | <b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b>   |   |                     |                          |                          |  |
|             | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI)                               | Y/N   | JB-4069T19-7        | 4/2/2013                 | 4/2/2014                 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER |
|             | If yes, describe under DESCRIPTION OF OPERATIONS below  | N/A   |                     |                          |                          | 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br>( )<br><br>City of Key West<br>3126 Flagler Street<br>Key West, FL 33040 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><br>R.L. Ring, Jr./DIANE |
|---|--|

ACORD 25 (2010/05)  
INS025 (08/10/09) 01

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# CITY OF KEY WEST, FLORIDA

## Business Tax Receipt

This Document is a business tax receipt  
Holder must meet all City zoning and use provisions.  
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name NORTHSTAR SECURITY INC CtLNbr:0023570  
Location Addr 422 FLEMING ST  
Lic Nbr/Class 14-00029057 SERVICE - PROFESSIONAL  
Issue Date: February 11, 2014 Expiration Date: September 30, 2014  
License Fee \$206.50  
Add. Charges \$0.00  
Penalty \$0.00  
Total \$206.50  
Comments: SECURITY AGENCY

City of Key West  
K E Y W E S T F L O R I D A

This document must be prominently displayed  
\*\*\* CUSTOMER RECEIPT \*\*\*  
NORTHSTAR SECURITY INC License 29857 Amount \$206.50  
Year 2014 LIC OCCUPATIONAL RENEWAL  
Invoice: 00 Receiver no: 17518

NORTHSTAR SECURITY INC  
422 FLEMING ST

KEY WEST FL 33040

Tender detail  
via VISA/MC/ST/EC  
Total tendered \$206.50  
Tender date 02/11/14 Time: 9:48:58

# INTEROFFICE MEMORANDUM

To: Doug Bradshaw, Port and Marine Services Director  
CC: Sue Snider, Purchasing  
From: Cheri Smith, City Clerk  
Date: September 25, 2013  
Subject: PORT AND MARINA SECURITY SERVICES; BID #13-020

The following bids were opened Wednesday, September 25, 2013 at 3:00 p.m. in response to the above referenced project

|    |   |   |  |             |                |  |
|----|---|---|--|-------------|----------------|--|
| 1  | Andy Frain Services, Inc.<br>761 Shoreline Drive<br>Aurora, IL 60504  | All Rates Quoted Hourly<br>Mallory Square Supervisor. | \$16.80 Unburdened<br>\$16.16 Burdened |             |                |  |
|    | Mallory Square  | Outer Mole Pier                                       | Key West Bight                         | City Marina | Ferry Terminal |  |
|    | Unburdened: \$10.00   | \$10.00   | \$10.00                                | \$10.00     | \$10.00        |  |
|    | Burdened: \$16.16   | \$16.16   | \$16.16                                | \$16.16     | \$16.16        |  |
| 2. | Best Protective Services, LLC<br>500 S. Australian Avenue Suite 600<br>West Palm Beach, FL 33401  | All Rates Quoted Hourly                               |  |             |                |  |
|    | Mallory Square  | Outer Mole Pier                                       | Key West Bight                         | City Marina | Ferry Terminal |  |
|    | Unburdened \$15.00  | \$15.00   | \$15.00                                | \$15.00     | \$15.00        |  |
|    | Burdened \$23.75  | \$23.75   | \$23.75                                | \$23.75     | \$23.75        |  |
| 3. | Circulation Dept. Inc.<br>d/b/a Jamson Private Investigation, Security and Recovery<br>111 U.S. Highway 1, #407<br>Rockland Key, FL 33040 | All Rates Quoted Hourly                               |  |             |                |  |
|    | Mallory Square  | Outer Mole Pier                                       | Key West Bight                         | City Marina | Ferry Terminal |  |
|    | Unburdened \$13.00  | \$13.00   | \$13.00                                | \$13.00     | \$13.00        |  |
|    | Burdened \$23.68  | \$23.68   | \$23.68                                | \$23.68     | \$23.68        |  |
| 4. | Keys Security Inc.<br>2860 Dolphin Drive<br>Marathon, FL 33050  | All Rates Quoted Hourly                               |  |             |                |  |
|    | Mallory Square  | Outer Mole Pier                                       | Key West Bight                         | City Marina | Ferry Terminal |  |
|    | Unburdened \$10.00  | \$10.00   | \$10.00                                | \$10.00     | \$10.00        |  |
|    | Burdened \$16.50  | \$16.50   | \$16.50                                | \$16.50     | \$16.50        |  |

CS/sph  
Bid #13-025 Security Services Port and Marina



September 25, 2013

**PORT AND MARINA SECURITY SERVICES; BID #13-020**

5. **Mason Evans, Inc.** All Rates Quoted Hourly  
d/b/a Diamond Investigations & Security  
1314 Cape Coral Parkway East, Suite 206  
Cape Coral, FL 33904

|            | Mallory Square | Outer Mole Pier | Key West Bight | City Marina | Ferry Terminal |
|------------|----------------|-----------------|----------------|-------------|----------------|
| Unburdened | \$15.00        | \$15.00         | \$13.00        | \$13.00     | \$15.00        |
| Burdened   | \$20.50        | \$20.50         | \$18.20        | \$18.20     | \$20.50        |

6. **Northstar Security, Inc.** All Rates Quoted Hourly  
422 Fleming Street  
Key West, FL 33040

|            | Mallory Square | Outer Mole Pier | Key West Bight | City Marina | Ferry Terminal |
|------------|----------------|-----------------|----------------|-------------|----------------|
| Unburdened | \$15.00        | \$15.00         | \$15.00        | \$15.00     | \$15.00        |
| Burdened   | \$18.00        | \$18.00         | \$18.00        | \$18.00     | \$18.00        |

CS/sph

Bid #13-025 Security Services Port and Marina

**BID 13-020 PORT AND MARINA SECURITY SERVICES**

| # | Company   | Required Components of Bid |   |                             |              |           |                 |                      | State of Florida Lic | Any Legal Action |
|---|---|----------------------------|---|-----------------------------|--------------|-----------|-----------------|----------------------|----------------------|------------------|
|   |   | Bid Form                   | Forms Local Vendor/Anti Kickback-Sworn Statement, etc | Current Projects/References | Relevant Exp | Local Rep | Req Class D Lic | State of Florida Lic |                      |                  |
| 1 | Andy Fram Services, Inc., Aurora, IL                  | X                          | X   | X                           | X            |           |                 | X                    |                      | X                |
| 2 | Best Protective Services, L.L.C., West Palm Beach, FL | X                          | X   | X                           | X            |           |                 | X                    |                      | X                |
| 3 | Circulation Dept Inc., Rockland Key, FL               | X                          | X   |                             |              | X         |                 | X                    |                      | X                |
| 4 | Keys Security Inc., Marathon, FL                      | X                          | X   | X                           | X            |           |                 | X                    |                      | X                |
| 5 | Mason Evans, Inc., Coral, FL                          | X                          | X   | X                           | X            |           |                 | X                    |                      | X                |
| 6 | Northstar Security, Inc., Key West, FL                | X                          | X   | X                           | X            |           | X               | X                    |                      | X                |



**THE CITY OF KEY WEST**

314<sup>th</sup> Flagler Ave  
Key West, FL 33040

August 25, 2013

To: All Prospective Bidders

Pursuant to the City of Key West's Code of Ordinances Section 2-769: Invitation to Bid (ITB), the City is soliciting competitive sealed bids for ITB No. 13-020: PORT AND MARINA SECURITY SERVICES which contains the following documents.

City of Key West Bid No. 13-020 contains the following documents:

Bid Document eighteen (18) pages in length  
Public Entity Crimes Certification two (2) pages in length  
Anti-Kickback Affidavit one (1) page in length  
City of Key West Indemnification one (1) page in length  
Local Vendor Certification one (1) page in length  
Domestic Partnership Affidavit five (5) page in length  
Cone of Silence Affidavit four (4) page in length  
Contract Forms fourteen (14) pages in length  
Conditions four (4) pages in length  
Scope of Services four (4) pages in length  
Key West Bight/City Marina Security Policy five (5) pages in length

Please review your package to ensure it contains all of these documents. If not, contact Sue Snider, City of Key West Purchasing Agent at (305) 809-3815, immediately, to obtain copies of any missing document(s) Please contact Martha Arencibia, Acting Port Director (305) 809-3790 with questions concerning the project.

Firms/corporations submitting a Bid should ensure that the following documents are completed, certified, and returned as instructed: Bid Form, Anti-Kickback Affidavit, Public Entity Crimes Certification, Local Vendor Certification, Domestic Partner Affidavit, Cone of Silence Affidavit past work history, etc.

**BID DOCUMENTS**  
**FOR**  
**PORT AND MARINA SECURITY**  
**SERVICES**

CONSISTING OF:

BIDDING REQUIREMENTS  
CONTRACT FORMS  
CONDITIONS  
SCOPE OF SERVICES

ITB PROJECT #:13-020

PREPARED BY:

THE CITY OF KEY WEST  
KEY WEST, FLORIDA

August 25, 2013

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City of Key West Licenses, Permits, and Fees  
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Public Entities Crime Form  
Anti – Kickback Affidavit  
City of Key West Indemnification  
Local Vendor Certification  
Domestic Partnership Affidavit  
Cone of Silence Affidavit

**PART 2 CONTRACT FORMS**

Notice of Award  
Contract  
Ben Few Insurance Requirement Memo

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**ATTACHMENT A: Key West Bight/City Marina Security Policy**

**PART 1**  
**BIDDING REQUIREMENTS**

**INFORMATION TO BIDDERS**

**SUBJECT:** ITB NO. 13-020: PORT AND MARINA SECURITY SERVICES

**ISSUE DATE:** AUGUST 25, 2013

**PRE BID CONFERENCE:** MANDATORY: KEY WEST BIGHT FERRY TERMINAL, 100 GRINNELL ST. KEY WEST, FL. 11.30 A.M. ON SEPTEMBER 10, 2013

**MAIL BIDS TO:** CITY CLERK  
CITY OF KEY WEST  
3126 FLAGLER STREET  
KEY WEST, FL. 33040

**DELIVER BIDS TO:** SAME AS ABOVE

**BIDS MUST BE RECEIVED:** SEPTEMBER 25, 2013

**NOT LATER THAN:** 3:00 P.M. LOCAL TIME

SUE SNIDER  
PURCHASING AGENT  
CITY OF KEY WEST

scs

**Enclosures**

## INVITATION TO BID

Scaled Bids addressed to the City of Key West (CITY), for the Invitation to Bid (ITB) # 13-020: PORT AND MARINA SECURITY SERVICES will be received at the office The Clerk of the City of Key West at 3126 Flagler Ave, Key West, Florida 33040, until 3:00 p.m., local time, on \_\_\_\_\_ 2013 and then will be publicly opened and read. Any Bids received after the time and date specified will not be considered.

The City of Key West is requesting bids from Contractors specializing in Maritime Security to provide unarmed security service for selected City of Key West owned and leased properties including but not limited to Key West Bight, Key West Bight Ferry Terminal, City Marina, Mallory Square Cruise Ship Dock and the Outer Moie Pier Cruise Ship Dock at the Truman Waterfront.

**MANDATORY PRE-BID CONFERENCE: KEY WEST BIGHT FERRY TERMINAL. 100 GRINNELL ST. KEY WEST, FL. 11:30 A.M. ON SEPTEMBER 10, 2013**

Bid Documents may be obtained from DemandStar by Onvia or from the City of Key West website ([www.keywestcity.com](http://www.keywestcity.com)) Please contact DemandStar at [www.demandstar.com](http://www.demandstar.com) or call 1-800-711-1712.

One (1) original, one (1) copy, and 2 CD copies or flash drives in PDF format of the Bid are to be submitted in two sealed envelopes, one within the other, clearly marked on the outside "ITB #13-020: PORT AND MARINA SECURITY SERVICES " and addressed to the City Clerk.

Bidders must hold and furnish documentation of all State of Florida licenses, certifications, registrations or competency cards required in order to Bid and perform the work specified herein.

The successful Bidder will be required to show that he/she is in compliance with the provisions of Chapter 66 of the Code of Ordinances of the City of Key West within 10-days of Notice of Award. The successful Bidder must demonstrate that he/she holds, as a minimum, the following licenses and certificates:

- A. City of Key West License as defined in the Code of Ordinances, Chapter 66, enabling the Bidder to perform the work stated herein.
- B. A valid Business Tax Receipt issued by the City of Key West.

All Bid bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or insurance company having his/her place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

Before a Contract will be awarded for the work contemplated herein, the Owner will conduct such investigation as is necessary to determine the performance record and ability of the apparent



lowest, qualified Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the Owner to evaluate the Bidder's qualifications.

For information concerning the ITB, contact Sue Snider, City of Key West Purchasing Agent, telephone (305)-809-3815, email [ssnider@keywestcity.com](mailto:ssnider@keywestcity.com).

Prior to award by the CITY the successful Bidder must be able to prove that Bidder held State Licenses prior to submittal of Bid as would be required to perform work herein. Within 10-days after issuance of the Notice of Award, the successful Bidder must be able to prove that Bidder holds City Licenses as would be required to perform work herein. Any permit and/or license requirement and subsequent costs are located within the Bid document. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage, and legal requirements as may be demanded in Bid. The CITY may reject Bids: (1) for budgetary reasons, (2) if the Bidder misstates or conceals a material fact in its Bid, (3) if the Bidder does not strictly conform to the law or is non-responsive to Bid requirements, (4) if the Bid is conditional, (5) if a change of circumstances occurs making the purpose of the Bid unnecessary or (6) if such rejection is in the best interest of the CITY. The CITY may also waive any minor informalities or irregularities in any Bid.

## INSTRUCTIONS TO BIDDERS

### 1. CONTRACT DOCUMENTS FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference.

The intent of the Documents is to describe the BASIC SCOPE OF SERVICES (or part thereof) to be performed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for.

#### DOCUMENT INTERPRETATION

The separate sections contained within these Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed scope of services.

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Project Manager, in writing, at least ten (10) calendar days prior to the Bid opening, an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing, in the form of addenda to the Documents which will be furnished through DemandStar to all registered holders of the Contract Documents. Bidders shall submit with their Bids, or indicate receipt of, all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

### 2. DESCRIPTION OF THE PROJECT

The scope of services can be found in Section 4. The Bidder will be required to complete all services as specified.

### 3. QUALIFICATION OF CONTRACTORS

Bidders must hold all licenses, certifications, registrations or competency cards required by Florida Statute and local ordinances in order to perform the work specified herein.

### 4. BIDDER'S UNDERSTANDING

Each Bidder must inform him/herself of the conditions relating to the execution of the services, and it is required that he/she will inspect the site(s) and make himself/herself thoroughly familiar with the Bid Documents. Failure to do so will not relieve the successful Bidder of his/her obligation to enter into a Contract and complete the contemplated services in strict accordance with the Bid Documents. It shall be the

Bidder's obligation to verify for himself and to his complete satisfaction all information concerning worksite conditions.

The Owner will make available to prospective Bidders upon request and at the office of the Project Manager, prior to Bid opening, any information that he/she may have as to conditions at the worksites.

Investigations conducted by the Project Manager of any locations were made for the purpose of study and design, and the Project Manager assumes no responsibility whatever in respect to the sufficiency or accuracy of data or other investigations that have been made, or of the interpretations made thereof, and there is no warranty or guaranty, either express or implied, that the conditions indicated by such investigations are representative of those existing throughout such area, or any part thereof.

Each Bidder shall inform him/herself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

**5. TYPE OF BID**

**A. UNIT PRICES**

The Bid for the work is to be submitted on a UNIT PRICE basis. The total amount to be paid the Contractor shall be the actual number of units used in the services. The owner reserves the right to enter into a contract for all or portions of the project.

**B. PREPARATION OF BIDS**

**GENERAL**

All blank spaces in the Bid form must be filled in, as required, in BLACK INK or TYPED. All price information will be shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between amounts stated in writing and the amounts stated in figures.

Any Bid shall be deemed informal, which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published ITB.

Bidders shall not submit unbalanced Bids as requested in the breakdown of Bids.

Only one (1) Bid from any individual, firm, partnership, or corporation under the same or different names, will be considered. Should it appear to the Owner that any Bidder is interested in more than one (1) Bid for work contemplated, all Bids in which such Bidder is interested will be rejected.

#### **SIGNATURE**

The Bidder shall sign his/her Bid in the blank space provided therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If the Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts on behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power of attorney must be on file with the Owner prior to opening of Bids or submitted with the Bid, otherwise the Bid will be regarded as not properly authorized.

#### **ATTACHMENTS**

Bidder shall complete and submit the following forms with his Bid or as otherwise identified in the Bid document:

- Bid Form,
- Public Entities Crime Form
- Anti – Kickback Affidavit
- City of Key West Indemnification
- Local Vendor Certification
- Domestic Partnership Affidavit
- Cone of Silence Affidavit
- At least three (3) years of current or recent projects of similar services shall be provided (dates of works and contacts including contact information shall be provided).
- A description of any previous or existing legal action against the Bidder within the past three (3) years. If none, Bidder shall state this fact in writing.
- All Bidders shall include with their Bid package their complete Bid on a CD or flash drive in one (1) PDF format file (two CDs or flash drives are required with the Bid)

**Note: if any of the items above or as required in other parts of the document are not included in the Bid, the Bid will be considered nonresponsive and therefore will be rejected unless City Commission directs otherwise.**

#### **7. STATE AND LOCAL SALES AND USE TAX**

The Owner is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, the Contractor, as required by the laws and statutes of the state and its political subdivisions shall pay all state and local sales and use taxes unless stated differently in these documents. Prices quoted in the Bid shall include all nonexempt sales and use taxes, unless provision is made in the Bid form to separately itemize the tax.

**8. SUBMISSION OF BIDS**

All Bids must be submitted not later than the time prescribed, at the place, and in the manner set forth in the ITB. Bids must be made on the Bid forms provided herewith.

Each Bid must be submitted in two sealed envelopes, one within the other, so marked as to indicate the Bidder's name and its contents without being opened, and addressed in conformance with the instructions in the ITB. One original, one copy, and 2 CD copies or flash drives are required.

**9. MODIFICATIONS OR WITHDRAWAL OF BIDS**

Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for the receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telephone, fax, or email. If by telephone, fax, or email, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids, and it shall be so worded as not to reveal the amount of the original Bid. No Bid may be withdrawn after the time scheduled for the opening of Bids, unless the time specified in paragraph 12, AWARD OF CONTRACT, in these instructions to Bidders shall have elapsed.

**10. BID SECURITY (Not Applicable)**

The Attorney-in-Fact who executes this bond in behalf of the Surety must attach a notarized copy of his/her power-of-attorney as evidence of his/her authority to bind the certification by a resident agent shall also be provided.

Bid or BID security shall be by cash, by certified or cashier's check, by a Bid bond or an irrevocable letter of credit made payable to the city and provided by a surety company authorized to do business as a surety in the state.

**11. RETURN OF BID SECURITY (Not Applicable)**

Within fifteen (15) days after the award of the Contract or at the discretion of the Project Manager, the Owner will return the Bid securities to all Bidders whose Bids are not to be further considered in awarding the Contract. Retained Bid securities will be held until the Contract has been finally executed, after which all Bid securities, other than Bidder's

Bonds and any guarantees which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.

**12. AWARD OF CONTRACT**

Within ninety (90) calendar days after the opening of the Bids, the Owner will accept one of the Bids or will act in accordance with the following Section 13 or the Part 13: Conditions of Bid. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest, responsive, qualified Bidder to sign the Contract and provide acceptable insurance certificate(s), the Owner may award the Contract to the next lowest, responsive, qualified Bidder. Such award, if made, will be made within ninety (90) days after the opening of the Bids.

Bid Award will be the date of the Notice of Award letter. Any permit and/or license requirement and subsequent costs are located within the documents. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Bid in question. The Owner reserves the right to reject any and/or all Bids because of irregularities or due to budgetary considerations, to waive irregularities or informalities in any or all Bids, and to accept any Bid that the CITY OF KEY WEST deems to be in the best interest of the Owner.

**13. BASIS OF AWARD**

The Owner on the basis of that Bid will make the award on base bid or a combination of base bid and alternate bids from the lowest, responsive, qualified Bidder that in the Owner's sole and absolute judgment will serve the best interests of the Owner.

If at the time this Contract is to be awarded, the total of the lowest acceptable Bid exceeds the funds then estimated by the Owner as available, the Owner may reject all Bids or take such other action as best serves the Owner's interest.

**14. EXECUTION OF CONTRACT**

The successful Bidder shall, within ten (10) working days after receiving notice of award, sign and deliver to the Owner the Contract together with the acceptable insurance certificates as required in these Documents. Within ten (10) working days after receiving the signed Contract, with acceptable insurance from the successful Bidder, the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

**15. FAILURE TO EXECUTE CONTRACT AND FURNISH BONDS (Not Applicable)**

The Bidder who has a contract awarded to him/her and who fails to promptly and properly execute the contract shall forfeit the Bid security that accompanied his Bid, and the Bid security shall be retained as liquidated damages by the Owner, and it is agreed

that said sum is a fair estimate of the amount of the damages the Owner will sustain in case the Bidder fails to enter into a Contract or furnish the required bonds. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirements as a Bid Bond. Performance and Payment Bonds will not be required as part of this contract.

16. **CONTRACT TERM**

Terms shall be for three (3) years with an option to renew for an additional two (2) years. The City agrees to pay to the Contractor the hourly prices, as outlined in the Bid Form. The City will allow an annual CPI-U (for Miami/Ft. Lauderdale) increase, not to exceed 3% annually, beginning on the date of the signed Agreement and every anniversary date thereafter for the base three (3) year term. Hourly prices for the additional two (2) year option, if exercised, will be agreed upon by both parties before the exercise of such option.

17. **PAYMENT TERMS**

The Contractor will bill the City on a monthly basis. Terms of payment will be a maximum of 45 days from receipt of invoice. The Contractor may bill the City on a more frequent basis if agreed upon by the Project Manager. The Contractor may also bill the City for materials on site once proof of delivery and storage is provided.

18. **LICENSES, PERMITS, AND FEES**

The Contractor is responsible for identifying, obtaining and paying for all licenses and permits from Federal, State, and Local agencies required to perform the work as stated in the sections of this Bid document. The licenses, permits, and fees that are required by the City of Key West are listed in Part 1 City of Key West Licenses, Permits, and Fees. The Contractor shall verify the list with the appropriate City of Key West Departments.

**CITY OF KEY WEST LICENSES, PERMITS, AND FEES**

Pursuant to the Public Bid Disclosure Act, each license, permit, or fee a Contractor will have to pay the City of Key West before or during scope of work for all licenses, permits, and fees REQUIRED BY THE CITY OF KEY WEST and payable to the City by virtue of this construction as part of the Contract is as follows:

- Key West. Business Tax Receipt

Note: Bidder shall verify each license, permit, or fee before submitting the Bid.

**LICENSES, PERMITS, AND FEES THAT MAY BE REQUIRED BY THE STATE OF FLORIDA, STATE AGENCIES, OR BY OTHER LOCAL GOVERNMENTAL ENTITIES ARE NOT INCLUDED IN THE ABOVE LIST.**



Notice to Bidder: Use Black Ink or Type For Completing the Form.

**BID**

**To:** CITY CLERK  
CITY OF KEY WEST, FLORIDA  
3126 FLAGLER AVE  
KEY WEST, FLORIDA 33040

**Project Title:** PORT AND MARINA SECURITY SERVICES

**Project No.:** ITB No. 13-020

**BIDDER'S INFORMATION**

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

**Address:** \_\_\_\_\_

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

**Email:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**BIDDER'S DECLARATION AND UNDERSTANDING**

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he/she has carefully examined the Contract Documents for the project that he/she has personally inspected the site that he/she has satisfied himself/herself as conditions of work involved.

The Bidder further agrees that he/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Project Manager, Owner, and other sources in arriving at his/her conclusions.

## CERTIFICATES OF INSURANCE

Bidder agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in these Documents.

## ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. , , , , , , .  
(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

## SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

## PUBLIC ENTITY CRIMES

"A person or affiliate who has been placed on the convicted CONTRACTOR list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted CONTRACTOR list."

## INSURANCE AND INDEMNIFICATION

All Contractors and Subcontractors wishing to perform work for the City of Key West, Florida, will be required to comply with the following minimum insurance requirements:

|   |  |
|---|--|
| <b>Commercial General Liability Limits:</b> | \$2,000,000 Aggregate<br>\$1,000,000 Each Occurrence<br>\$2,000,000 Products-Comp / Op Aggregate<br>\$1,000,000 Personal & Advertising Injury<br>\$300,000 Fire Damage / Legal |
|---|--|

*Coverage must include the following:*

- |                               |                              |
|-------------------------------|------------------------------|
| - Contractual Liability       | - Commercial Form            |
| - CG2010 (1185) or Equivalent | - Broad Form Property Damage |
| - No exclusion for XCU        | - Premises / Operations      |

- Products / Completed Operations
- Personal Injury

- Independent Contractors (if any part of the work is to be subcontracted out)

|                                |  |
|--------------------------------|--|
| Automobile Liability:          | \$1,000,000 Combined Single Limit<br>(Include Hired & Non-Owned Liability)                         |
| Professional Liability:        | \$0 Per Claim/Aggregate  |
| Additional Umbrella Liability: | \$0 Occurrence/Aggregate   |
| Worker's Compensation:         | Statutory  |
| Employer's Liability:          | \$1,000,000 Each Accident<br>\$1,000,000 Disease-Policy Limit<br>\$1,000,000 Disease-Each Employee |

The above reflects the minimum requirements for working with the City of Key West. Any requirements found in a particular job's contract that are of a higher standard will prevail.

The City of Key West must be named as an additional insured under all policies other than worker's compensation and professional liability. CONTRACTOR's general liability shall be written on a primary and non-contributory basis. Certificates of insurance must be accompanied by a copy of the additional insured endorsement (CG 20101185 or combination of CG20100704 and CG20370704 will be accepted).

CONTRACTOR must obtain an endorsement from their carrier that waives and relinquishes any right of subrogation against the City of Key West and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act.

CONTRACTOR's policies must be endorsed to give no less than thirty (30) days' notice to the City in the event of material change or cancellation.

The City of Key West must be given a certificate of insurance showing that the above requirements have been met. The certificate of insurance must remain current and must include copies of the requested endorsements (additional insured, cancellation notice, and waiver of subrogation) in order for the City to issue payments to CONTRACTOR.

**BID FORM**

**PORT AND MARINA SECURITY SERVICES**

The security services for each facility is outlined in the Scope of Work section

| LOCATION                      | UNBURDENED HOURLY RATE (\$) <sup>1</sup> | RATE IN WORDS | BURDENED HOURLY RATE (\$) <sup>2</sup> | RATE IN WORDS | YEARLY TOTAL (\$) |
|-------------------------------|--|---------------|--|---------------|-------------------|
| Mallory Square                |  |               |  |               | Not Applicable    |
| Outer Mole Pier               |  |               |  |               | Not Applicable    |
| Key West Bight                |  |               |  |               |                   |
| City Marina                   |  |               |  |               |                   |
| Key West Bight Ferry Terminal |  |               |  |               | Not Applicable    |

<sup>1</sup> Direct Labor Cost

<sup>2</sup> Direct Labor Cost, O/H, G&A, Profit

Note: The City reserves the right to request a Certificate of Current Cost or Pricing Data to certify the hourly rates above

**SUBCONTRACTORS**

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Bidder is awarded the Contract:

Portion of Work: \_\_\_\_\_

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

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

Portion of Work: \_\_\_\_\_

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

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

Portion of Work: \_\_\_\_\_

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

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

**BIDDER**

The name of the Bidder submitting this Bid is: \_\_\_\_\_

Doing business at \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_

This address is where all communications concerning this Bid shall be sent

The names of the principal officers of the Corporation submitting this Bid, or of the Partnership, or of all persons interested in this Bid as Principals are as follows:

| Name  | Title |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

**If Corporation**

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(SEAL)

Name of Corporation \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Secretary

**If Sole Proprietor or Partnership**

IN WITNESS hereto the undersigned has set his/her/its hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature of Bidder \_\_\_\_\_

Title \_\_\_\_\_

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**PROJECT ITB #13-020: PORT AND MARINA SECURITY SERVICES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE  
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Bid or Contract No. \_\_\_\_\_ for  
\_\_\_\_\_
  
2. This sworn statement is submitted by \_\_\_\_\_  
(Name of entity submitting sworn statement)  
  
whose business address is \_\_\_\_\_  
\_\_\_\_\_ and (if applicable) its Federal  
Employer Identification Number (FEIN) is \_\_\_\_\_ (if the entity has no FEIN,  
include the Social Security Number of the individual signing this sworn statement.)
  
3. My name is \_\_\_\_\_ and my relationship to  
(Please print name of individual signing)  
  
the entity named above is \_\_\_\_\_
  
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
  
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
  
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
  
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural

person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

\_\_\_\_\_ who, after first being sworn by me, affixed his/her signature in the  
(Name of individual signing)

space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC



**ANTI-KICKBACK AFFIDAVIT**

**PROJECT ITB #13-020: PORT AND MARINA SECURITY SERVICES**

STATE OF \_\_\_\_\_ )  
: SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein Bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: \_\_\_\_\_

Sworn and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_ at Large

My Commission Expires: \_\_\_\_\_

**CITY OF KEY WEST INDEMNIFICATION FORM**

To the fullest extent permitted by law, the Contractor expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnities") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnities for indemnification shall be limited to the amount of Contractor's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Contractor or of any third party to whom Contractor may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: \_\_\_\_\_

SEAL:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22  
SECTION 2-798**

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
  - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
  - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business

Business Name \_\_\_\_\_ Phone: \_\_\_\_\_  
 Current Local Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
 (P.O Box numbers may not be used to establish status)

Length of time at this address \_\_\_\_\_

\_\_\_\_\_  
 Signature of Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 By \_\_\_\_\_, of \_\_\_\_\_  
 (Name of officer or agent, title of officer or agent) Name of corporation acknowledging)  
 or has produced \_\_\_\_\_ as identification  
 (type of identification)

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

Return Completed form with  
 Supporting documents to:  
 City of Key West Purchasing

\_\_\_\_\_  
 Print, Type or Stamp Name of Notary

\_\_\_\_\_  
 Title or Rank

**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

PROJECT ITB #13-020: PORT AND MARINA SECURITY SERVICES

STATE OF \_\_\_\_\_ )  
: SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned hereby duly sworn, depose and say that the firm of \_\_\_\_\_ provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: \_\_\_\_\_

Sworn and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_ at Large

My Commission Expires: \_\_\_\_\_

**City Ordinance Sec. 2-799**  
**Requirements for City Contractors to Provide Equal Benefits for Domestic Partners**

- (a) Definitions For purposes of this section only, the following definitions shall apply:
- (1) **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.
  - (2) **Bid** shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest
  - (3) **Cash equivalent** means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse

The cash equivalents of the following benefits apply:

- a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
  - b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.
  - c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- (4) **Contract** means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor, professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.
  - (5) **Contractor** means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.
  - (6) **Covered contract** means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars (\$20,000).
  - (7) **Domestic partner** shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may

institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.

- (8) *Equal benefits* mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.
- (b) Equal benefits requirements
- (1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.
  - (2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.
  - (3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.
  - (4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.
  - (5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for the purpose of evading the requirements of this section.
  - (6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to providing the city manager or his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.
  - (7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.

(c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:

- (1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.
- (2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.
- (3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.
- (4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.

(d) Enforcement. If the contractor fails to comply with the provisions of this section:

- (1) The failure to comply may be deemed to be a material breach of the covered contract; or
- (2) The city may terminate the covered contract; or
- (3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or
- (4) The city may also pursue any and all other remedies at law or in equity for any breach;
- (5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."

(e) Exceptions and waivers.

The provisions of this section shall not apply where:

- (1) The contractor does not provide benefits to employees' spouses.
- (2) The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
- (3) The contractor is a governmental entity.
- (4) The sale or lease of city property.
- (5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, The acquisition services procured pursuant to Chapter 287.055, Florida Statutes known as the "Contractors' Competitive Negotiation Act").
- (6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with

the cash equivalent of such benefits, if the city manager or his/her designee determines that either:

- a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.
- (7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:
- a. The covered contract is necessary to respond to an emergency.
  - b. Where only one bid response is received.
  - c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.
- (f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.
- (g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.



**CONE OF SILENCE AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
  : SS  
COUNTY OF \_\_\_\_\_ )

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of \_\_\_\_\_ have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

Sworn and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_ at Large

My Commission Expires: \_\_\_\_\_

### Sec. 2-773. Cone of Silence

(a) **Definitions.** For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1) *Competitive Solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive Solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
- 2) *Cone of Silence* means a period of time during which there is a prohibition on communication regarding a particular Competitive Solicitation.
- 3) *Evaluation or Selection Committee* means a group of persons appointed or designated by the City to evaluate, rank, select, or make a recommendation regarding a Vendor or the Vendor's response to the Competitive Solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
- 4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the City to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a Competitive Solicitation for compensation or other consideration.
- 5) *Vendor's Representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a Vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub consultant who acts at the behest of a Vendor in communicating regarding a Competitive Solicitation.

(b) **Prohibited Communications:** A Cone of Silence shall be in effect during the course of a Competitive Solicitation and prohibit:

- 1) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the City's administrative staff including, but not limited to, the city manager and his or her staff;
- 2) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the Mayor, City Commissioners, or their respective staff;
- 3) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and any member of a City evaluation and/or selection committee therefore: and

- 4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.

(c) Permitted Communications Notwithstanding the foregoing, nothing contained herein shall prohibit:

- 1) Communication between members of the public who are not Vendors or a Vendor's representative and any city employee, official or member of the City Commission;
- 2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.

(A) However, any written communication must be filed with the City Clerk. Any City employee, official or member of the City Commission receiving or making any written communication must immediately file it with the City Clerk.

(B) The City Clerk shall include all written communication as part of the agenda item when publishing information related to a particular Competitive Solicitation.

- 3) Oral communications at duly noticed pre-bid conferences;
- 4) Oral presentations before publically noticed evaluation and/or selection committees;
- 5) Contract discussions during any duly noticed public meeting;
- 6) Public presentations made to the City Commission or advisory body thereof during any duly noticed public meeting;
- 7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission, or
- 8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances.

(d) Procedure

- 1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

- 2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation.
- 3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the recipient of any oral communication by a potential Vendor or Vendor's Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(c) Violations/penalties and procedures.

- 1) A sworn complaint alleging a violation of this ordinance may be filed with the City Attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
- 2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the Competitive Solicitation void at the discretion of the City Commission.
- 3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
- 4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.

If a Vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the Vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new Competitive Solicitation. The City's Purchasing Agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a Vendor of this section.

**PART 2**  
**CONTRACT FORMS**



**Notice of Award**

Date

Company

Attention:

Address

City, State, Zip

Project: PORT AND MARINA SECURITY SERVICES - ITB No: 13-020

Dear,

At a meeting of the Key West City Commission held on \_\_\_\_\_, 20\_\_, your firm, \_\_\_\_\_ was awarded the contract for PORT AND MARINA SECURITY SERVICES for the hourly rates as specified on the bid form.

Enclosed please find two (2) copies of the Contract Documents for your execution. Please complete the necessary pages, affixing signatures, notary and / or corporate seals, etc. where necessary and return to this office within ten (10) calendar days from the date of this letter.

The Certificate of Insurance must be attached to the documents; an original and two copies are acceptable.

A copy of your City of Key West Business Tax Receipt must be attached.

If you have additional questions, please do not hesitate to call me at (305) 809-3790.

Sincerely,

Martha Arencibia  
Acting Port Director

**AGREEMENT BETWEEN THE CITY OF KEY WEST  
AND  
FOR PORT AND MARINA SECURITY SERVICES**

This Agreement is made and entered into by and between the City of Key West, Florida, a municipal corporation of the State of Florida, whose address is 3126 Flagler Street, Key West, Florida 33040 (hereinafter referred to as "CITY") and \_\_\_\_\_ a Florida Corporation, whose address is \_\_\_\_\_ hereinafter referred to as the CONTRACTOR.)

**WITNESSETH:**

The CONTRACTOR, in consideration of the unit prices to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for ITB #13-020 PORT AND MARINA SECURITY SERVICES, Key West, Florida to the extent of the Proposal made by the Contractor, dated the \_\_\_\_\_ day of 2013, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the BID, CONTRACT FORMS, AND SCOPE OF WORK

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the unit price amounts on the bid form as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

WHEREAS, the CITY by Resolution No. XXXXX accepted the bid of CONTRACTOR to provide security services to CITY; and

WHEREAS, the parties agree as follows:

1. CONTRACTOR shall provide unarmed security services to City of Key West owned, operated, or leased properties including, but not limited to the Outer Mole Pier, Mallory Square, Key West Bight, City Marina and the Key West Ferry Terminal, as described in the bid specifications or modifications thereto contained in ITB 13-020, which is incorporated by reference hereto.
2. CONTRACTOR is an independent contractor, and at its own cost and expense, shall perform the services as authorized by Purchase Order issued by CITY, and shall provide all materials, tools, labor, appliances, machinery, vehicles, and appurtenances necessary to perform the services.

3. All services shall be performed in a professional manner and form as required by all applicable Federal, State, and local rules, regulations, laws, codes, and ordinances, and in accordance with the "Contract Documents". Transportation Workers Identification Card (TWIC) and City of Key West Port Access badging is required by all CONTRACTOR personnel.
4. CONTRACTOR shall have a Training Plan which will be presented to City upon request.
5. In consideration of the performance of the services as set forth in ITB 13-020, the City agrees to pay to the CONTRACTOR the hourly prices as outlined in the Bid Form in accordance with ITB 13-020, or as otherwise herein provided.
6. At certain times ships may stay longer than scheduled. CONTRACTOR will provide security services at the rate designated in ITB 13-020, for those additional hours with little or no notice.
7. In addition to any other remedies for failing to strictly adhere to the requirements of this Agreement, and without waiving any right to enforce any provision of this Agreement, City and CONTRACTOR agree that the following measures may be instituted by City for CONTRACTOR'S failure to meet the service requirements in ITB 13-020. Should the CONTRACTOR be unable to provide the required services as described in this contract and related bid documents, then the City may provide services using Key West Police Department personnel at the established detail rate. The cost of those services will be borne by the CONTRACTOR. CONTRACTOR shall notify City 48-hours prior to any day when CONTRACTOR knows or has reason to believe that an insufficient number of security personnel are available to cover required security services.
8. The CONTRACTOR shall have permanent representation of supervisory capacity residing in Key West or within 35 miles of Key West and shall have the ability on short notice to provide additional security needs within a minimum of twelve (12) hours of notification by the City. It is also understood that cruise ship schedules are subject to change and/or cancellations which requires the CONTRACTOR to provide for flexible scheduling of security personnel.
9. CONTRACTOR will maintain a 24-hour cell phone/office contact number with a supervisor.
10. CITY shall pay CONTRACTOR within forty-five (45) days from the date of receipt of a correct and approved written invoice for payment.
12. The CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, property damage, losses, personal injuries, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR, its employees or agents, in the performance of this Agreement as indicated in ITB 13-020.



13. The CONTRACTOR's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this Agreement, or the CONTRACTOR's limit of or lack of sufficient insurance protection.
14. This Agreement is for a term of three (3) years from the date this Agreement is executed by both parties. The CONTRACTOR and City Commission may renew the Agreement on the same terms and conditions, for an additional two (2) calendar year period, with an increase negotiated by both parties, if mutually agreed to by the parties at least sixty (60) calendar days prior to the contract expiration. If not renewed prior to the time specified, CITY may proceed to go out for bid for the services.
15. City shall have the right to terminate this contract with or without cause upon thirty (30) calendar days written notice to CONTRACTOR. CONTRACTOR shall have the right to terminate this Agreement with or without cause upon sixty (60) calendar days written notice to City.
16. CONTRACTOR may not assign this Contract, and any changes to the terms of this Contract must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity.
17. The laws of the State of Florida govern the validity of this Agreement, its interpretation and performance, and any claims related to it. The venue for mediation, arbitration or any other legal proceeding shall be Monroe County, Florida.
18. If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
19. In the event of litigation affecting the rights of either party under this Agreement, the losing party shall pay the prevailing party's costs, expenses, and Attorney's Fees incurred in the enforcement of the prevailing party's rights.
20. Any notices sent shall be sent to the parties by U.S. mail as follows:

**CITY OF KEY WEST**  
Dir. Port Operations  
PO Box 6434  
Key West, FL 33041-6434  
305-809-3790

**CONTRACTOR**

With a copy to  
Key West City Attorney  
PO Box 1409  
Key West, FL 33040

**SIGNATURE PAGE FOR  
AGREEMENT FOR  
PORT AND MARINA SECURITY SERVICES**

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same, this  
\_\_\_\_\_ day of \_\_\_\_\_ 2013.

Attest:

CITY OF KEY WEST, FLORIDA

\_\_\_\_\_  
Cheryl Smith, City Clerk

By: \_\_\_\_\_  
Bob Vitas, City Manager

WITNESS

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

By: \_\_\_\_\_

## **SAMPLE INSURANCE FORMS**

**PART 3**  
**CONDITIONS**

**CONDITIONS OF BID**  
**CITY OF KEY WEST**

**1. PREPARATION OF BIDS:**

Bids will be prepared in accordance with the following.

- a. The enclosed Bid Response Form is to be used, other forms may be rejected.
- b. All information required by the Bid form shall be furnished. The BIDDER shall print or type his/her name and manually sign the Bid Response Form plus each continuation sheet on which an entry is made.
- c. Bid delivery time must be shown and shall include Sundays and holidays.
- d. BIDDER shall thoroughly examine the specifications, drawings, schedule, instructions, and all other contract documents.
- e. All Bids shall be submitted in original plus one copy and 2 CDs or flash drives containing the complete Bid in PDF format.
- f. BIDDERS are advised that all CITY OF KEY WEST contracts are subject to all legal requirements provided for in City ordinances and/or State and Federal Statutes.

**2. DESCRIPTION OF SUPPLIES:**

- a. Any manufacturer's name, trade name, brand name, or catalog number used in the specifications is for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for any brand, which meets the quality of the specifications for any item.

**3. SUBMISSION OF BIDS:**

- a. Bids and changes thereto shall be enclosed in sealed envelopes addressed to the City Clerk, City of Key West. The name and address of the BIDDER, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.
- b. Bids must be submitted on the form furnished. Telecopy Bids will not be considered.
- c. Unless otherwise indicated, all City of Key West Bids may be awarded on a line-item basis.
- d. Bid prices must remain in effect for ordering up to three (3) months from Bid opening date.

**4. REJECTION OF BIDS:**

- a. The CITY OF KEY WEST may reject Bids for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the BIDDER misstates or conceals a material fact in his/her Bid, (3) if the Bid does not strictly conform to the law or is non-responsive to the Bid requirements, (4) if the Bid is conditional, or (5) if a change of circumstances occurs making the purpose of the Bid unnecessary to the CITY OF KEY WEST. The CITY OF KEY WEST may also waive any minor informalities or irregularities in any Bid.

**5. WITHDRAWAL OF BIDS:**

- a. Bids may not be withdrawn after the time set for the Bid opening for a period of time as specified in the Instruction to BIDDERS.
- b. Bids may be withdrawn prior to the time set for Bids opening. Such request must be in writing addressed to the City Clerk.

**6. LATE BIDS OR MODIFICATION:**

- a. Bids and modifications received after the time set for the Bid opening will not be considered.
- b. Modifications in writing received prior to the time set for the Bid opening will be accepted.

**7. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**

- a. BIDDERS shall comply with all local, state and federal directives, orders and laws as applicable to this Bid and subsequent contract(s) including, but not limited to:
  1. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as applicable to this contract.
  2. Minority Business Enterprises (MBE), as applicable to this contract
  3. Occupational Safety and Health Act (OSHA), as applicable to this contract.

**8. COLLUSION:**

- a. The BIDDER by affixing his/her signature to this Invitation to Bid, agrees to the following: "BIDDER certifies that his/her Bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a Bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

**9. VARIANCE IN CONDITIONS:**

- a. Any and all special conditions and specifications attached hereto, which vary from General Conditions, shall have precedence.

**10. APPROPRIATIONS CLAUSE:**

- a. If the contract or delivery extends beyond the current fiscal year, which ends on September 30, the contract shall be contingent upon the availability of funds appropriated for such purposes in the City's annual budget for the next succeeding fiscal year.

**11. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS:**

- a. If any person contemplating submitting a Bid for this contract is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, he/she may submit to the Finance Director on or before ten calendar (10) days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for prompt delivery. Any interpretation of the Bid, if made, will be made only by

Addendum duly issued. Such addendum will be made available through the DEMANDSTAR web site. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to the award of the contract.

**12. DISCOUNTS:**

- a. BIDDERS may offer a cash discount for prompt payment; however, such discount shall not be considered in determining the lowest net cost for Bid evaluation proposed. BIDDERS are encouraged to reflect cash discounts in the unit price quoted.
- b. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

**13. AWARD OF CONTRACT:**

- a. The contract will be awarded to the lowest responsive and responsible BIDDER whose Bid, conforming to the Request for Bid, is most advantageous to the City, prices and other factors considered.
- b. The City reserves the right to accept and award item by item, and/or by group or in the aggregate, unless the BIDDER qualifies his/her Bid by specified limitations as provided in four (4).
- c. If two (2) or more Bids received are for the same total amount or unit price, quality and service being equal, the contract will be awarded according to City Ordinance Section 2-835(c).
- d. Prices quoted must be f.o.b. Key West, Florida, with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- e. A written award of acceptance (Purchase Order) and a signed contract, mailed or otherwise furnished to the successful BIDDER shall result in a binding contract without further action by either party.

**14. LOCAL PREFERENCE:**

- a. Pursuant to City Code Section 2-798 the City of Key West policy of local preference is applied to Bids submitted by qualified local businesses.

**15. DAMAGE:**

- a. Successful BIDDER(s) will be responsible for making any and all claims against carriers for missing or damaged items.

**16. SURETY AND INSURER QUALIFICATIONS**

All bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company, having his/her place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

**PART 4**  
**SCOPE OF SERVICES**



**City of Key West**  
**Scope of Services for Port and Marina Security Service**

The City of Key West is requesting bids from qualified entities to provide security service for cruise ship passengers and crew arriving at the Outer Mole Pier at the Truman Waterfront and Mallory Square, and security services for the Key West Bight and City Marina facilities. The City receives an annual average of 100 ships at the Outer Mole Pier and 30 ships at Mallory Square.

Terms shall be for three (3) years with an option to renew for an additional two (2) years. The City agrees to pay to the Contractor the hourly prices, as outlined in the Bid Form. The City will allow an annual CPI-U (for Miami/Ft. Lauderdale) increase, not to exceed 3% annually, beginning on the date of the signed Agreement and every anniversary date thereafter for the base three (3) year term. Hourly prices for the additional two (2) year option, if exercised, will be agreed upon by both parties before the exercise of such option.

All bidders shall submit a package that identifies qualifications, experience, and ability to meet insurance requirements, description of methods for employee training programs for better safety and customer service procedures and sufficient staffing to accomplish the task.

All bids will have a validity period of 90 days from the date of the bid opening.

The City reserves the right to terminate for convenience any contract arising from the ITB with 30 days advance notification.

**Qualifications/Requirements**

Provide unarmed security to selected City of Key West owned and leased properties which may include, but are not limited to, the Outer Mole Pier at the Truman Waterfront, Mallory Square, Key West Bight Marina, Key West Bight Ferry Terminal and City Marina.

All services will be under the supervision of the Key West Police Department (KWPD) or authorized City representatives. Each property will require specific security services and may be modified by the KWPD or City representative as necessary. Additionally, it is anticipated that additional services may be required of the Contractor from time to time at other city properties or events.

**Minimum Security Services Requirements**

- A valid State of Florida Class D Security License is required for all security personnel.
- A valid Transportation Workers Identification Card (TWIC) is required for all security personnel.
- Contractor shall have permanent representation of supervisory capacity residing in the City of Key West or within 35 miles of Key West. Supervisor shall have the ability to provide for additional security within a minimum of twelve (12) hours notification by the City. Supervisor will not be a full time shift standing security officer. Supervisor will be required to respond to any incident in person within 2 hours.

- Contractor acknowledges that cruise ship schedules are subject to change/modification which requires the Supervisor to provide for flexible scheduling.
- All security services performed shall comply with local, state, and federal requirements and shall be coordinated with the City of Key West Police Department. Where applicable the security service shall be in compliance with the City of Key West Port Security Plan or as designated by the Director of Port Operations and/or the Facility Security Officer (FSO) for the City of Key West.
- Contractor will also comply with the marina security policy (attached)

**Additional Contract Criteria**

- Multiple tardiness or failure to show up for assigned shifts by Contractor security personnel may result in immediate dismissal of the offender. The final decision on dismissal will be the City of Key West's designated FSO
- All Contractor security personnel must be proficient in speaking and understanding English.
- All Contractor security personnel must carry a cell phone that can be reached at all times during a shift by City personnel
- All Contractor security personnel must wear a company issued uniform approved by the City FSO.
- Contractor shall maintain a 24-hour cell phone contact number with a local supervisor.
- Use of electronic devices other than cell phones is prohibited. Limited cell phone use will be permitted when appropriate.
- Contractor is required to fill "no shows" positions within 30 minutes. Failure to do so will result in implementation of the penalty clause.
- Contractor will participate in monthly operations meetings with City Staff and Key West Police Department officers and local Contractor Supervisor.
- Security personnel working at the Key West Bight will be required to support calls to the Key West Park and Ride on Grinnell Street and throughout the Key West Bight and shall report general maintenance issues such as lights being out or doors left unlocked.
- Contractor is responsible for replacement costs for any City issued equipment such as time clock wands that are damaged or lost by security personnel.

**Anticipated security requirements for each facility**

**Outer Mole Cruise Ship Pier**

- Five (5) guards for nine (9) hour shifts for approximately 100 port calls per year
- Guards will be manning a security checkpoint conducting access control

**Mallory Square**

- Two (2) guards for nine (9) hour shifts for approximately 30 port calls per year
- Guards will be manning a security checkpoint conducting access control.

**Key West Bight/Key West Ferry Terminal**

- One (1) guard from 8:00 pm until 6:00 am. Monday – Friday
- One (1) guard for 24 hours. 6:00 AM Saturday – 6:00 AM Monday

**\*During periods of heightened security**

- Two (2) guards from 12 noon to 2:00 pm and from 4:00 pm until 6:00 pm at Ferry Terminal

**Garrison Bight**

- One (1) guard daily from 6:00 PM until 4:00 AM.

## **ATTACHMENT A**



## **Key West Bight / City Marina Security Policy**

### **Purpose**

Security at the City marina properties is an important City staff function that enforces marina rules and regulations, identifies individuals breaking City laws and codes, monitors tenant properties and belongings, and enforces marina/City parking regulations. This policy has been developed so that staff, security personnel and the public knows and understands the policy itself and the procedures that allow the policy to be implemented.

### **Definitions**

|                            |  |
|----------------------------|--|
| <u>Policy</u>              | Is a statement describing a course of action to be taken when dealing with specific circumstances  |
| <u>Procedure</u>           | A detailed process that shall be taken when dealing with specific circumstances  |
| <u>Security Officer</u>    | City associates that are hired to patrol properties to enforce rules and regulations, intervene in disruptive occurrences and to prevent theft and vandalism.  |
| <u>Check Points</u>        | A series of electronic markers throughout the property which are recorded by a security wand the Security Officer carries to monitor and record the Security Officers activities during his or her tour of duty. |
| <u>Tour of Duty</u>        | The daily / nightly shift Security Officers are scheduled to guard the property.   |
| <u>Security Supervisor</u> | City Staff in charge of scheduling, monitoring, instructing and informing Security Officers of impending problems or areas of concern on the property.   |

### **Policy**

Security Officers will patrol their perspective properties in a random manner throughout their scheduled shift enforcing rules and regulations. Violations or infractions will be corrected, documented to the Dockmaster or Supervisor of the property and if necessary will be reported to a law enforcement agency. Any ongoing or suspected problems that the Security Officers are informed of will be given special attention during their shift.

### **Procedures**

- Security Officers will maintain a uniform dress code specified by the City. Uniforms will be worn in a professional manner at all times. The appearance of security is of the utmost importance.
- Security Officers will be courteous to all users of City properties that they are responsible for during their watch.

- Security Officers will be tactful in making rounds and should not consider the rounds to ever be routine or follow the same pattern. It is the responsibility of the Officer to adjust pattern or routine each shift unless otherwise specified by the security supervisor.
- Security Officers should not engage in any hostile, verbal, or physical contact with any user of the properties. Security is restricted to observing, warning, recording the incident, and contacting local, state or government law enforcement if necessary.
- Security Officers will be provided with and use as necessary, a current employee phone contact list and will be advised by their Supervisor who to call for different types of emergencies. A complete phone list of all tenants will also be provided to the Security Officer.
- Security Officers will record all irregular activities during their tour of duty in the security log book, answer and make record of all incoming phone calls that are received on cell phone.
- Any check point gaps of more than 15 minutes must be explained in the log book. Explanations will include breaks and lunches / dinners.
- After hours security will be provided a daily slip matrix indicating all occupied, reserved and vacant boat slips in the marina. Incoming vessels will be directed to their reserved slips. Vessels without reservations will be recorded including name of boat, registration numbers, location in marina, time of arrival and name of owner with phone number if possible. All boats found in vacant locations will be recorded and noted for the attention of the Dockmaster. The slip matrix will be returned to the Dockmaster office or other area as determined by the supervisor at the end of each shift.
- There is no free dockage at either marina with the exception of the two-hour courtesy dock behind the Half Shell Raw Bar at Key West Bight. This dock is for temporary docking with a 2-hour maximum stay. Persons using the dock over the 2-hour limit will be warned, recorded and reported to the Dockmaster.
- At all times Security Officers will be watchful for any vessel or building on the property that shows signs of distress. Smoke, sparks, warning sirens, obvious vandalism or signs of break in will be reported to Fire or Police agencies immediately followed up by notifying the Supervisor or Supervisor's designee if necessary. Supervisor or designee will be notified immediately if any vessel other than dinghies shows signs of sinking. Sinking dinghies will be pumped out if possible and noted on the slip matrix. Security Officers will have knowledge of and access to an emergency pump that can be placed in a sinking vessel until additional help arrives.
- During the tour of duty Security Officers will document any and all lights that are out on the property as well as what could be considered safety hazards so they can be addressed by staff the following day.
- Security Officers will become familiar with the people occupying tenant vessels and those staying at the marina for extended periods of time. If there is any doubt whether a person should be on any vessel the person or people shall be questioned and asked to produce identification which will be recorded. Further suspicion will result in contacting Key West Police Department and the owner of the vessel. The incident will be recorded. This is a very important function for Security Officers.
- The purpose of Security Officers is to guard the property as a whole. Preferential treatment to individual tenants or spending time in tenant businesses is not allowed.
- Security Officers will perform their tour of duty alone. Even when two Security Officers are on duty at the same time tours will be performed separately. Allowing friends,

relatives, spouses, etc. to accompany Security Officers during their tour will be grounds for disciplinary action.

- Golf carts or other means of City transportation will only be allowed with Supervisor's knowledge and permission.
- The daytime Security Officer will patrol both Key West Bight and City Marina at Garrison Bight. The City has provided the Security Officer with a scooter to go back and forth between marinas only. Use of the scooter elsewhere in the City is prohibited without permission of the Marina Manager. A helmet will be worn at all times the scooter is used. The scooter is for the use of the security officer only. It is the daytime Security Officer's responsibility to secure the scooter during the tour of duty and at the end of the shift to prevent theft and vandalism.
- The use of personal cell phones during the tour of duty shall be kept at an absolute minimum. The uses of mp3 devices (or equivalent), blue tooth phones or any other device that will distract the Security Officer's attention are not allowed.
- Supervisors / Dockmasters will review log books, slip matrix's and download security wands daily at the beginning of their shifts and take action as necessary upon review. Unusual activity recorded from the previous tour of duty will be forwarded to the Marina Manager via E-mail after review.
- Security Officers are expected to report for their tour of duty on time and remain on the property for their entire shift. If an emergency occurs and Security Officers cannot report for their shift, they must contact their Supervisor as far in advance as possible. The Supervisor will then contact another Security Officer or staff member to cover that shift. In the unlikely event that the shift cannot be covered, Key West Police Department will be contacted, notified of the absence of a guard on the property and asked to provide additional coverage for the property during that shift. The Marina Manager will be notified if this occurs who in turn will notify the Port Director. Notification must take place before the unattended tour of duty commences. If a Security Officer does not show up for work without notifying their Supervisor it will be considered job abandonment and equivalent disciplinary action will be enacted.
- All complaints, concerns, suggestions provided to staff will be directed to the Supervisor immediately so they can be considered or relayed to Security Officers as soon as possible.



**NorthStar Security, Inc.**

**A NorthStar Security Proposal for  
The City of Key West  
Port and Marina Services**

**Presented by: NorthStar Security Inc.  
Rafael Aguilar  
Chief Security Officer  
September 22, 2013**







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September 22, 2013

City Clerk  
City of Key West (Port Authority)  
3126 Flagler Street  
Key West, Florida 33040



Dear Mrs. Snider,


Thank you for the opportunity to submit this proposal in response to the City of Key West (Port Authority), Port and Marina Security Services, (ITB No. 13-020). The following proposal is based on the information provided in the CITY OF KEY WEST (PORT AUTHORITY) ITB.

Throughout the proposal, we will demonstrate our proposed solution to provide security guard services to the CITY OF KEY WEST (PORT AUTHORITY). NorthStar Security is prepared to offer the CITY OF KEY WEST (PORT AUTHORITY) security solutions, consisting of highly qualified and well-trained personnel capable of increasing the efficiency and quality in security operations while providing a level of service which meets the expectations of the CITY OF KEY WEST (PORT AUTHORITY). We begin the transition of security services a month in advance to ensure that our services are provided with absolutely no interruption or inconvenience to you, your management team, or your community.

NorthStar Security has a clear understanding of the CITY OF KEY WEST (PORT AUTHORITY)'s security environment and is the best choice to reduce your risk, identify and resolve challenges, and create a mutually beneficial and long-term partnership. A summary of our proposed program includes the following:

| Our Solution               | Your Benefits   |
|----------------------------|---|
| Quality Through Experience | <ul style="list-style-type: none"> <li>* Our management teams combined 50 years of contract security experience will provide CITY OF KEY WEST (PORT AUTHORITY) with the quality that it expects in managing similar services.</li> <li>* Our experience in working with clients seeking quality first from their security services provider allows CITY OF KEY WEST (PORT AUTHORITY) to partner with a security provider that is familiar with your culture, expectations, and results driven performance.</li> </ul> |
| Local Office Support       | <ul style="list-style-type: none"> <li>* Our local Key West regional office will provide a strong level of local support and supervision.</li> </ul>  |
| Strong Financial Strength  | <ul style="list-style-type: none"> <li>* Provides the CITY OF KEY WEST (PORT AUTHORITY) with a security provider with a solid financial stability and working capital which in-turn will yield a viable long-term partner.</li> <li>* Ensures payroll, fringe benefits, and local, state, and federal taxes are handled on-time.</li> </ul>   |

The information contained in this proposal or any part thereof is true, accurate, and complete. Rafael Aguilar, President of NorthStar Security, Inc., and on behalf of NorthStar Security, Inc., agrees to be bound by all of the provisions of this proposal as submitted. All negotiations and sales activities pertaining to this RFP will be handled by Rafael Aguilar with full negotiation authority on behalf of NorthStar Security, Inc. In closing we want to thank you for this opportunity and can assure you that, if selected, NorthStar Security will be an asset to the CITY OF KEY WEST (PORT AUTHORITY). We look forward to working with you.

Rafael Aguilar   
President & Chief Security Officer  
NorthStar Security, Inc.  
422 Fleming Street  
Key West, Florida 33040





## INQUIRIES

- ★ All inquiries pertaining to this ITB should be directed via US mail, fax, email, or courier to the following individual(s):

Mr. Rafael Aguilar  
President & Chief Security Officer

NorthStar Security, Inc.  
422 Fleming Street  
Key West, Florida 33040  
Office: (305) 830-9991  
Mobile: (786) 307-7541  
Fax: (888) 537-5171  
Email: [raguilar@northstarsecurity.us](mailto:raguilar@northstarsecurity.us)



## INSURANCE

- ★ NorthStar Security will provide at the CITY OF KEY WEST (PORT AUTHORITY)'s request, certificates evidencing the coverage on or before the execution of the work and thereafter upon request and the renewal of any of the policies.
- ★ NorthStar will name the CITY OF KEY WEST (PORT AUTHORITY) owner, directors, officers, employees, and agents as additional insured.
- ★ In addition, the insurance shall be primary coverage with respect to all insured and additional insured.
- ★ NorthStar will maintain the following insurance coverage's and limits.
  - Commercial Liability Insurance
    - Each Occurrence Limit \$1,000,000
    - General Aggregate Limit \$2,000,000
    - Products-Completed Operations Limit \$1,000,000
    - Personal and Advertising Injury Limit \$1,000,000
  - Business Automobile Liability Insurance \$1,000,000
  - Worker' Compensation Insurance \$1,000,000
  - Employers Liability Insurance \$1,000,000
  - Excess-Umbrella Liability Insurance \$5,000,000





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/22/2013

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

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

|   |   |         |       |                             |       |                                |       |                         |       |                                 |       |
|---|---|---------|-------|-----------------------------|-------|--------------------------------|-------|-------------------------|-------|---------------------------------|-------|
| <b>PRODUCER</b><br>El Dorado Insurance Agency, Inc.<br>El Dorado Sec Svcs Ins Agy<br>PO Box 66571<br>Houston TX 77266 | <b>AGENT</b><br>Diane Korhilit<br>Phone (713) 521-9251<br>Fax (713) 521-9251<br>Email dkorhilit@el Dorado Insurance .com  |         |       |                             |       |                                |       |                         |       |                                 |       |
| <b>INSURED</b><br>Northstar Security, Inc., DBA: Northstar<br>172 West Flagler Street Suite 330<br>Miami FL 33130     | <b>INSURERS</b><br><table border="1"> <tr><td>Company</td><td>NAIC#</td></tr> <tr><td>First Mercury Insurance Co.</td><td>10637</td></tr> <tr><td>Travelers Indemnity Company of</td><td>25659</td></tr> <tr><td>SCOTTSDALE INSURANCE CO</td><td>81297</td></tr> <tr><td>Travelers Casualty &amp; Surety Co.</td><td>19038</td></tr> </table> | Company | NAIC# | First Mercury Insurance Co. | 10637 | Travelers Indemnity Company of | 25659 | SCOTTSDALE INSURANCE CO | 81297 | Travelers Casualty & Surety Co. | 19038 |
| Company   | NAIC#   |         |       |                             |       |                                |       |                         |       |                                 |       |
| First Mercury Insurance Co.   | 10637   |         |       |                             |       |                                |       |                         |       |                                 |       |
| Travelers Indemnity Company of  | 25659   |         |       |                             |       |                                |       |                         |       |                                 |       |
| SCOTTSDALE INSURANCE CO   | 81297   |         |       |                             |       |                                |       |                         |       |                                 |       |
| Travelers Casualty & Surety Co.   | 19038   |         |       |                             |       |                                |       |                         |       |                                 |       |

COVERAGES CERTIFICATE NUMBER 13-14 CL/Auto/WC/DBB 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.

| TYPE | TYPE OF INSURANCE  | POLICY NUMBER         | START DATE | EXPIRES DATE | LIMITS   |
|------|--|-----------------------|------------|--------------|--|
| A    | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIM-MADE <input checked="" type="checkbox"/> SOOUP<br><input checked="" type="checkbox"/> EXCESS & OBLIGATIONS | RE-CGL-000002 6504-01 | 9/3/2013   | 9/3/2014     | EACH OCCURRENCE \$ 1,000,000<br>EXCESS TO NEXT \$ 100,000<br>MED PAY PER ACCIDENT \$ 5,000<br>PERSONAL & ADV GL \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP-OP AGG \$ Included |
|      | APPOINTEE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS   | AS0834674             | 8/1/2013   | 8/1/2014     | UNINSURED MOTORIST \$ 1,000,000<br>BODILY INJURY \$<br>BODILY INJURY \$<br>PROPERTY DAMAGE \$  |
|      | <input checked="" type="checkbox"/> UMBRELLA LMB<br><input type="checkbox"/> EXCESS LMB<br><input type="checkbox"/> MED<br><input type="checkbox"/> RETENTION  | 000032747             | 9/22/2013  | 9/22/2014    | UNINSURED MOTORIST \$<br>EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000  |
|      | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROFESSIONAL/RECREATIVE/RECREATIVE EXCLUDED<br>If an accident occurs during the course of operations limit  | 00-100019-7           | 8/2/2013   | 8/2/2014     | W/ SELECTED PER<br>EL EACH ACCIDENT \$ 1,000,000<br>EL DISEASE - EA EMPLOYEE \$ 1,000,000<br>EA DISEASE - POLICY LIMIT \$ 1,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (check AGGREGATE WL, Applicable Sample Schedule, if each space is required)

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br>City of Key West<br>3126 Flagler Street<br>Key West, FL 33040 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>R. L. King, Jr /DIANE |
|--|---|



## **COST PROPOSAL**

### **Labor and Personnel Pricing**

Please refer to the Bid Form included on the next page for detailed pricing.

### **Bid Form Rates Include**

- ★ Recruitment
- ★ Security Guard Background Investigation
- ★ Training
- ★ Area Supervision
- ★ Recognition Programs
- ★ 401K Plan
- ★ Paid Vacation
- ★ Paid Holidays When Worked
- ★ Health/Life Insurance
- ★ 401K Retirement Plan
- ★ Payroll Taxes
- ★ Insurance
- ★ Uniforms
- ★ Account Management

### **NorthStar Security Observed Holidays**

- ★ Memorial Day
- ★ Independence Day
- ★ Veterans Day
- ★ Thanksgiving Day
- ★ Christmas Day
- ★ New Year's Day



Notice to Bidder: Use Black Ink or Type For Completing the Form

**BID**

To: CITY CLERK  
CITY OF KEY WEST, FLORIDA  
3126 FLAGLER AVE  
KEY WEST, FLORIDA 33040

Project Title: PORT AND MARINA SECURITY SERVICES

Project No.: ITB No. 13-020

**BIDDER'S INFORMATION**

Name: NORTHSTAR SECURITY, INC.

Address: 422 FLEMING STREET  
KEY WEST, FL 33040

Contact Name: RAFAEL AGUILAR

Email: RAAGUILAR@NORTHSTARSECURITY.US

Telephone: (305) 830-9991

Fax: (888) 537-5171

**BIDDER'S DECLARATION AND UNDERSTANDING**

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he/she has carefully examined the Contract Documents for the project that he/she has personally inspected the site that he/she has satisfied himself/herself as conditions of work involved.

The Bidder further agrees that he/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Project Manager, Owner, and other sources in arriving at his/her conclusions.

**BID FORM**

**PORT AND MARINA SECURITY SERVICES**

The security services for each facility is outlined in the Scope of Work section

| LOCATION                      | UNBURDENED HOURLY RATE (\$) <sup>1</sup> | RATE IN WORDS   | BURDENED HOURLY RATE (\$) <sup>2</sup> | RATE IN WORDS    | YEARLY TOTAL (\$) |
|-------------------------------|--|-----------------|--|------------------|-------------------|
| Mallory Square                | \$ 15.00                                 | Fifteen Dollars | \$ 18.00                               | Eighteen Dollars | Not Applicable    |
| Outer Mole Pier               | \$ 15.00                                 | Fifteen Dollars | \$ 18.00                               | Eighteen Dollars | Not Applicable    |
| Key West Bight                | \$ 15.00                                 | Fifteen Dollars | \$ 18.00                               | Eighteen Dollars | \$ 91,728         |
| City Marina                   | \$ 15.00                                 | Fifteen Dollars | \$ 18.00                               | Eighteen Dollars | \$ 65,700         |
| Key West Bight Ferry Terminal | \$ 15.00                                 | Fifteen Dollars | \$ 18.00                               | Eighteen Dollars | Not Applicable    |

<sup>1</sup> Direct Labor Cost

<sup>2</sup> Direct Labor Cost, O/H, G&A, Profit

Note: The City reserves the right to request a Certificate of Current Cost or Pricing Data to certify the hourly rates above

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Bidder is awarded the Contract:

Portion of Work: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Portion of Work: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Portion of Work: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

NONE

BIDDER

The name of the Bidder submitting this Bid is NORTHSTAR SECURITY, INC.

Doing business at 422 FLEMING STREET

City KEY WEST State FL Zip 33040

Telephone No (305) 830-9991

This address is where all communications concerning this Bid shall be sent.

The names of the principal officers of the Corporation submitting this Bid, or of the Partnership, or of all persons interested in this Bid as Principals are as follows.

| Name                    | Title            |
|-------------------------|------------------|
| <u>RAFAEL Aguilar</u>   | <u>President</u> |
| <u>Luis REQUEJO</u>     | <u>CEO</u>       |
| <u>Jorge Calzadilla</u> | <u>CFO</u>       |



**If Corporation**

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 22 day of September, 2013

(SEAL)

Name of Corporation NORTHSTAR SECURITY, INC.

By RAFAEL AMORIM 

Title: President

Attest: 

Secretary

**If Sole Proprietor or Partnership**

IN WITNESS hereto the undersigned has set his/her/its hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature of Bidder \_\_\_\_\_

Title \_\_\_\_\_

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**PROJECT ITB #13-020: PORT AND MARINA SECURITY SERVICES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE  
AUTHORIZED TO ADMINISTER OATHS.**

- 1 This sworn statement is submitted with Bid, Bid or Contract No. ITB-13-020 for  
PORT & MARINA SECURITY SERVICES
- 2 This sworn statement is submitted by NORTHEAST SECURITY, INC.  
(Name of entity submitting sworn statement)  
whose business address is 422 FLEMING STREET  
KEY WEST, FL 33040 and (if applicable) its Federal  
Employer Identification Number (FEIN) is 27-0498034 (If the entity has no FEIN,  
include the Social Security Number of the individual signing this sworn statement )
- 3 My name is RAFAEL AGUILAR and my relationship to  
(Please print name of individual signing)  
the entity named above is President
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(f), Florida Statutes, means any natural

person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8 Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

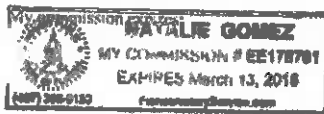
(Date)

STATE OF FLORIDA  
COUNTY OF Miami Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

RASHEA Aguilar who, after first being sworn by me, affixed his/her signature in the  
(Name of individual signing)

space provided above on this 22 day of September, 2013



NAYALRE GOMEZ  
NOTARY PUBLIC



**CITY OF KEY WEST INDEMNIFICATION FORM**

To the fullest extent permitted by law, the Contractor expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnities") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnities for indemnification shall be limited to the amount of Contractor's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Contractor or of any third party to whom Contractor may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: NORTHSTAR SECURITY, INC. SEAL:

422 FLEMING STREET, KEY WEST, FL 33040  
Address

  
Signature

RAFAEL AQUINO  
Print Name

President  
Title

9-22-2013  
Date

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

PROJECT ITB #13-020: PORT AND MARINA SECURITY SERVICES

STATE OF FLORIDA )

SS

COUNTY OF MONROE )

I, the undersigned hereby duly sworn, depose and say that the firm of NORTHSTAR SECURITY, INC. provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

*[Signature]*  
By: RAFAEL Aguilar

Sworn and subscribed before me this

22 day of September, 2013

*[Signature]*  
NOTARY PUBLIC, State of Florida at Large



My Commission Expires: \_\_\_\_\_





## INTRODUCTORY LETTER

Dear City Clerk,

On behalf of NorthStar Security, I would like to thank you for allowing NorthStar Security the opportunity to present our qualifications and proposal for providing quality on-site executive security services for the CITY OF KEY WEST (PORT AUTHORITY). NorthStar Security will offer the CITY OF KEY WEST (PORT AUTHORITY) several security solutions, consisting of highly qualified and well-trained personnel capable of increasing the efficiency and quality in security operations while providing a level of service which exceeds the expectations of the CITY OF KEY WEST (PORT AUTHORITY). NorthStar Security is a firmly established company that has over 50 years of combined security experience, and offers private security of first-rate quality.

NorthStar Security is prepared to offer the following features and benefits to the CITY OF KEY WEST (PORT AUTHORITY). Risk Assessment Planning, Business Impact Analysis, Emergency Planning, Crisis Management, Customized Corporate In-House Training, and Technical Countermeasures (TCM). We will begin immediate planning and security personnel provisioning for the CITY OF KEY WEST (PORT AUTHORITY)'s security needs and show you how seamless the transition of security services to NorthStar would be. We begin this initiation well over a month in advance to ensure that our services are provided with absolutely no interruption or inconvenience to you, your management team, or your community.

The information enclosed will help you make the most of our services. If you have questions and would like to discuss further, please feel free to contact me directly. We strive to develop a partnership with every client and are looking forward to the possibility of entering into a partnership with your business.

Sincerely,

Rafael Aguilar  
Chief Security Officer  
NorthStar Security, Inc.







## COMPANY HISTORY

In 2004, fresh out of his 4-year service in the United States Marine Corps, Rafael Aguilar took his military training and leadership qualities and formed a security guard, investigative, and background screening service company. Prior to his enlistment in the United States Marine Corps, Rafael worked for several years in the security guard industry as a patrol officer and supervisor. Throughout this tenure, Rafael realized that all existing security companies lacked the proper personnel training, and overall vision or leadership regarding the level of quality that clients should be receiving. With a clear vision as to the quality service that he wanted to provide to clients, and the military, law enforcement, and security know-how, Rafael started what has become the TOP QUALITY security service provider in Florida.

As a native of Miami Florida, born and raised in the North Miami area, it was only a matter of time before Rafael would break-through with his organization in Florida. In 2007, Rafael partnered with 3 local seasoned investors and business entrepreneurs to expand our market penetration throughout the State of Florida. As a result of this partnership, NorthStar grew exponentially offering security guard services to all business sectors in the State of Florida while still offering the TOP QUALITY approach he originally envisioned.

In 2011, Rafael realized that he had to continuously re-train all security guards that he hired because their State mandated training through other companies was so poor. As a result, Rafael formed NorthStar Training Academy where he had a direct influence on the method and content of training that his security officers received. Therefore, all security guards hired by NorthStar, regardless of their former training and licensing, must still undergo the 70 hours of pre-employment training mandated by NorthStar Security.

Today, NorthStar employs approximately 400 part-time, full-time, and administrative personnel throughout the State. Our security services now reach geographical areas such as Florida, Georgia, North Carolina and Peru. Despite our ability to project our leadership and quality service throughout the nation, NorthStar remains a boutique style of security Services Company by CHOICE. Rather than trying to become the largest security company or electing to someday take the company public, Rafael maintains his vision of running a smaller, boutique style company that focuses primarily on QUALITY for its service, personnel, and management response as its benchmark. NorthStar Security never wants to be remembered as the largest security company, simply the BEST QUALITY one!





## OUR APPROACH

In order for NorthStar to succeed in its endeavor of providing the highest possible quality service to its clients, it first had to understand all of the components surrounding a word that many security companies out there throw around, but few actually ever provide... **QUALITY SERVICE!** For this reason, NorthStar elects to remain as a mid-tiered size boutique security service company where it can dedicate the same level of detail and quality as if it had only one client.

Our **QUALITY** guarantee is largely achieved through direct involvement, training, and interaction from the owners of the company themselves. No other security services company in Florida actually has a company owner involved and responding to patrol incidents, client requests, or day-to-day operations activity. This is what sets us apart from the competition. The fact that if one of our clients' needs assistance, or if one of our guards ever commits an error while on duty, not only will their supervisors respond, but so will our company management and more importantly, a company owner. No one will ensure that our quality values are being honored more than an owner himself. This is the true measure of **QUALITY** in an organization. This provides us the ability to offer our clients real solutions from actual company decision makers that can assess, respond, and correct any deficiencies or customer requests immediately, permanently, at location, and with the best quality for our clients in mind.

For years, NorthStar Security has been providing a quality-based, discipline-oriented approach that continues to set NorthStar Security apart from the rest of the competition. We take a holistic approach to serving your account that focuses on complete client satisfaction. Our multi-faceted approach encompasses all the various stages of our business relationships, including account set-up, training, implementation, operational standardization, maintenance, and client care. Ensuring client satisfaction throughout each of these stages is predicated on a relatively simple premise - building a relationship with each client and understanding from the very beginning what their requirements and expectations are. From there, NorthStar can establish a baseline to allow us the opportunity to exceed those expectations.





## OUR VALUES

### Our Core Purpose

To serve and protect the citizens, homes, and businesses of our communities utilizing our incorruptible values of Honor, Integrity, and a Commitment to Quality Excellence.

### Our Values

- ★ **Honor:** To NorthStar, Honor is the finest sense of justice which the human mind can frame. It is our intent to earn our customer, vendor, and industry's trust by utilizing discipline, good judgment, honesty, and an unwavering respect to all we encounter.
- ★ **Integrity:** To be honest is to apply integrity to every situation without exception or separation; it is doing the right thing even if no one is watching. For NorthStar, integrity is a code of ethics and moral value system which are incorruptible.
- ★ **Commitment:** This is our pledge and our unwavering dedication to our value system and to protecting your community and people with the highest quality. This is our value that sets NorthStar miles apart from the rest of the industry. We are committed to providing our clients the best quality service, guaranteed!
- ★ **Empowerment:** NorthStar offers development programs that enable our employees to do their jobs with skill and confidence.
- ★ **Achievement:** Reward and recognize service excellence, team success and individual achievement.

### Service Promise

All NorthStar Security officers adhere to our quality standards, which are designed to provide unparalleled service and value to our clients.

### Our Officers Quality Pledge

- ★ We always arrive at work as scheduled and on time
- ★ We'll maintain a neat and professional appearance
- ★ Our demeanor is friendly and professional
- ★ We are good communicators
- ★ We understand and successfully execute post orders
- ★ We handle problems and issues swiftly and professionally





## EXECUTIVE BIOGRAPHIES

### **Rafael Aguilar Jr.**

#### **President and Chief Security Officer**

Mr. Aguilar is the founder and visionary leader of NorthStar Security. Mr. Aguilar directs and maintains authority for all corporate and regional day-to-day operations. In this capacity, Mr. Aguilar is responsible for all administrative, field operations, and compliance functions within the organization. In addition, Mr. Aguilar is responsible for directing the company's corporate-wide operational development strategies and participates in strategic planning, corporate governance, diversification initiatives and business development. Mr. Aguilar has lead NorthStar Security since its birth and through aggressive growth initiatives and high-visibility contract negotiations. However, most importantly, Mr. Aguilar ensures that the company's high quality standards remain as the primary goal of the organization.

Mr. Aguilar is a veteran of the 2nd Marine Division, United States Marine Corps, where he was honorably discharged after serving his country with honor, courage, and distinction. He has more than 18 years of experience in the security and investigative field. Mr. Aguilar previously attended the Miami-Dade Police Academy (BLE 214) where he learned law enforcement tactics and procedures which provided him with valuable experience for the security industry.

Mr. Aguilar is a native of South Florida and was born and raised in Miami Lakes. He currently resides in South Florida and is a graduate of The University of Miami and DeVry's Keller Graduate School. He has earned a Bachelor's degree in Accounting, a Bachelor's degree in History, MBA with an accounting concentration, and a Master's degree in accounting and financial management. In addition, Mr. Aguilar will begin his Ph.D. program in 2013.

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### **Luis Requejo**

#### **CEO**

Mr. Requejo oversees strategic planning, business development and all marketing strategies for NorthStar Security. Mr. Requejo utilizes unique approaches and a natural ability to connect with people to strategize and develop businesses in emerging markets around the globe. A true entrepreneur at heart, Mr. Requejo continues to inject visionary strategic planning into NorthStar Security and has helped position the company for aggressive growth, while maintaining sustainability.

In addition to his leadership role with NorthStar Security, Mr. Requejo sits on the board of directors for First Data ISC, EasyWay Aluminum, and Recal Investment Group. Under this capacity, Mr. Requejo assists in strategic planning and market penetration for their respective industries.

Mr. Requejo has more than 14 years' experience in leading and managing security and merchant service organizations and has a proven track record of business development. He resides in South Florida and is a graduate of Florida State University where he earned a Bachelor's degree in Business Administration.



**Jorge Calzadilla**

**SVP and CFO**

Mr. Calzadilla oversees all finance, accounting, treasury, insurance, tax and investor relation functions. He directs all high-level financial initiatives, and is an innovative professional which uses instincts, insight, judgment, and timing to succeed no matter how difficult the odds. He is an expert at overcoming complex financial challenges and makes high-stakes decisions using experience-backed judgment, strong work ethic, and irreproachable integrity.

Mr. Calzadilla has a consistent record of delivering extraordinary results in growth, revenue, operational performance, and profitability, and has more than 14 years in the banking, financial, and investment industries. He has successfully lead previous company efforts through mergers and acquisitions and has extensive experience leading all treasury functions for global organizations.

Mr. Calzadilla currently sits on the board of directors for First Data ISC, EasyWay Aluminum, and Recal Investment Group. He was born and raised in South Florida and currently resides in the Miami area.

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**Daniel Pou**

**SVP and Chief Development Officer**

Mr. Pou oversees all business development, residential and commercial sector integration, and strategic projects for NorthStar Security. He is an accomplished results-driven business development executive with an incredible ability of effectively utilizing his communication skills for an increase in community affiliations. Mr. Pou is a highly regarded executive professional within the South Florida community and consistently demonstrates hands-on management in the development and implementation of strategic business development plans to ensure company transformation and growth.

Mr. Pou is a native of South Florida and has over 15 years in the real estate, property management, and home development industries. He has effectively leveraged business development opportunities to ensure company market growth and stable company financial performance. Mr. Pou is a graduate of Florida International University where he has earned a Bachelor's degree in Management.





## EXPERIENCE

NorthStar Security has 9 years of experience and an executive management team with a combined 70 years of related military, law enforcement and security experience. As the TOP QUALITY provider in Florida, NorthStar Security services numerous industries and business entities. All of our contracts are serviced directly through our local or regional operation centers. However, all contract compliance is centrally monitored through our main corporate headquarters in Downtown Miami Florida.

Of specific benefit to the CITY OF KEY WEST (PORT AUTHORITY), NorthStar has serviced security contracts for specific clients with similar operations of the CITY OF KEY WEST (PORT AUTHORITY). More specifically, NorthStar is one of the top providers of security services to commercial, special event companies, entertainment industries, and companies or non-profit organizations with a heavy traffic of patrons on a daily basis. Some examples of our local experience in these industries are as follows:

- ★ **Miami Museum of Science (Planetarium)** - NorthStar is the exclusive security service provider for the Miami Museum of Science. We provide security for their overall day-to-day operations, their periodic special events such as their monthly "Fabulous First Friday" laser show event, and all of their children camps. Under this capacity, NorthStar is entrusted to secure the museum and their patrons including the majority being children.
  - **Services Provided:** Children's Risk Assessment, Vendor Background Screening, Security Checkpoints, Unarmed Security Guards, Special Event Security, Vehicle Patrol and Bicycle Patrol.
  
- ★ **Vitamin C Communications / Zayas Marketing Group** - Vitamin C communications is the largest special event management provider in The State of Florida. They are responsible for event venues covering all of the major holidays whereby they host, plan, organize, and execute all event activities. These events usually are numbered well above 6,000 patrons per event. Some of their notable events include The Brickell Fest, St. Patrick's Day Festival, 5 De Mayo, and the October Halloween Bash. Most of these events are outdoor events which include live music and alcohol sales. NorthStar is their exclusive security provider of unarmed security officers and have maintained zero incidents throughout our tenure.
  - **Services Provided:** Terrorism Checkpoint Control, Less-Lethal Security Guards, Special Event Security, Golf Cart Patrol, Security Check-point, and Weapons Security Screening.



- ★ **Wow Factor Marketing** - Wow factor is an upscale premier provider of marketing and event solutions nationwide. Some of their notable clients include Disney, CBS, NBC and Universal Pictures to name a few. NorthStar Security provides Wow factor with security services predicated on an extremely high level of quality. Wow factor and their clients cannot have a security breach or poor quality security service provider hampering their events. This is why they entrust NorthStar Security with their security needs.
  - **Services Provided:** Unarmed Security Guard Services, Executive Protection and Body Guard Services. Special Event Security, Plain-Clothed Undercover Security Personnel.
  
- ★ **The Shopping Center Group** - The Shopping Center Group is a large national property management group that concentrates on a "retail-only" real estate platform that provides a full assortment of advisory services to tenants, landlords, developers, investors and financial institutions throughout the continental United States. For years, NorthStar Security has been trusted to provide exceptional high quality service to more than 20 retail shopping centers and 2 shopping malls throughout the State of Florida.
  - **Services Provided:** Unarmed retail shopping center security services, armed retail shopping center security services, Roving golf cart and bicycle patrol, Shopping center theft risk assessment services, Mall Security.
  
- ★ **D.R. Horton Homes** - D.R. Horton Homes is one of the premier home builders in the United States. NorthStar Security has been providing first rate, quality residential security services to many of their residential properties for years.
  - **Services Provided:** Unarmed residential security services, armed residential security services, Security supervisory services, Patrol vehicle, golf cart, and bicycle security services.
  
- ★ **Horizon Properties** - Horizon Properties is a third-party real estate advisory and investment firm specializing in leasing and local management of commercial properties throughout the State of Florida. NorthStar Security currently provides commercial security services to over 20 of the properties that they manage throughout the State of Florida.
  - **Services Provided:** Unarmed commercial security services, armed commercial security services, Loss prevention services, Roving vehicle and golf cart patrol services.





## REFERENCES

- ★ **D.R. Horton Homes**  
1245 South Military Trail  
Deerfield Beach, Florida 33442  
Contact: Mr. Jose Benitez  
Telephone # (954) 734-9517
  
- ★ **Horizon Properties**  
8532 SW 8th Street  
Miami, Florida 33144  
Contact: Frank Robertson  
Telephone # (305) 328-5056
  
- ★ **The Shopping Center Group**  
5201 Blue Lagoon Drive  
Miami, Florida 33126  
Contact: Frescia Fernandez  
Telephone # (786) 270-3510
  
- ★ **Vitamin C Communications**  
1749 NE Miami Ct  
Miami, Florida 33132  
Contact: Javi Zayas  
Telephone # (305) 318-6738







## SERVICES OFFERED



We offer a wide array of services including:

- ★ Uniformed Security Officers
- ★ Plain Clothed Security Officers
- ★ Armed or Unarmed Guards
- ★ Permanent, Temporary, or Seasonal Guards
- ★ Executive/Celebrity Protection
- ★ Vehicle Patrol
- ★ Golf Cart/All-Terrain Vehicle Patrol
- ★ Bicycle Patrol
- ★ S.W.A.T. (Special Weapons & Tactics Team)

### Industries Served:

- |                            |                           |
|----------------------------|---------------------------|
| ★ Residential Communities  | ★ Healthcare Facilities   |
| ★ Commercial Real Estate   | ★ Colleges & Universities |
| ★ Government Facilities    | ★ Financial Institutions  |
| ★ Maritime                 | ★ Government Facilities   |
| ★ Industrial Plants        | ★ Shopping Centers        |
| ★ Construction Sites       | ★ Cultural Institutions   |
| ★ Chemical & Petrochemical | ★ Special Event Security  |





## **FINANCIAL INFORMATION**

NorthStar Security's financial strength is a key factor in being able to provide unmatched quality service in the industry. NorthStar's executive leadership by choice has decided to remain as a mid-level security service provider and does not strive to be the largest security services provider. Rather, we choose to leverage our exceptional quality and financial strength to overpower security organizations that lack in areas of quality and financial independence. A security firm's financial strength is a key indicator in their ability to sustain quality personnel and equipment in the future. It provides the client greater confidence regarding the security service provider's ability to make payroll 100% of the time. Financial strength also allows NorthStar to re-invest in the areas that matter most, in its employees.

NorthStar Security's annual revenues are approximately \$5 million. Additionally, NorthStar has exceptional financial stability, maintains the company debt free, and maintains approximately \$2 million in available cash flow for working capital. This is an important indicator as to a company's ability to sustain turbulent times in the future. For this reason, NorthStar elects to re-invest their operating profit organically into the organization allowing us to provide our own working capital, debt free, for our continued growth and sustainability.

Our financial strength means that the CITY OF KEY WEST (PORT AUTHORITY) can expect NorthStar Security to:

- ★ Continue to invest in employee benefit programs yielding the lowest security guard turn-over rate in the industry
- ★ Continue to hire the most qualified personnel while offering salaries above the industry norm
- ★ Increase our vehicle and transportation fleet to better accommodate our client's demands
- ★ Provide the CITY OF KEY WEST (PORT AUTHORITY) with peace of mind that our employee payroll will always be provided to our employees on-time, 100% of the time
- ★ Increase our training programs at no cost to our employees. This will provide the CITY OF KEY WEST (PORT AUTHORITY) with happier, better trained security guards for the CITY OF KEY WEST (PORT AUTHORITY) assignment





## **PROGRAM MANAGEMENT**

### **CITY OF KEY WEST (PORT AUTHORITY) Management & Supervision**

At NorthStar Security, our management team is an intricate component of the services we offer. Our management team represents all that we strive to achieve and is the leadership of this organization. We believe that only through leadership and by example can we pave the way for all employees. At NorthStar Security, our management staff has undergone the most scrutinizing training and testing amongst any of our employees. As managers, they are expected to instinctually possess all of NorthStar's quality principles and discipline. Additionally, all manager candidates must first demonstrate that they can excel at all of their subordinate positions before they are awarded the title and responsibility of a manager.

What strengthens the efficiency of our security operations and assures you of our staff's superior performance is our around-the-clock supervision. The CITY OF KEY WEST (PORT AUTHORITY) will be assigned an on-duty Quality Control Supervisor 24 hours a day ensuring that any emergencies or specific requests that may arise are handled efficiently and promptly. They will also ensure that our quality promise to the CITY OF KEY WEST (PORT AUTHORITY) is being upheld through random surprise inspections and monitoring of the CITY OF KEY WEST (PORT AUTHORITY) assigned security supervisors. This supervisor is sent directly from our corporate headquarters and is in addition to the shift supervisor already on-site for the CITY OF KEY WEST (PORT AUTHORITY). This is a roving supervisor that works in unison with our shift supervisor and our operations dispatcher to ensure all security guard activity is coordinated in the most efficient manner. This additional supervisory redundancy will be offered free of charge to the CITY OF KEY WEST (PORT AUTHORITY).

In addition, all of our guards are equipped with radio communication devices which allow direct communication with their supervisors and with our 24-hour dispatch center.

### **CITY OF KEY WEST (PORT AUTHORITY) Client Support**

NorthStar Security's normal office hours are Monday through Friday, 8:30 a.m. to 5:30 p.m. However, we understand that the CITY OF KEY WEST (PORT AUTHORITY) requirements do not have office hours. For this reason, we have created our NorthStar Direct Response System (NDR System), whereby we offer 24/7 live client



support to ensure that the CITY OF KEY WEST (PORT AUTHORITY) requests and/or concerns are always addressed, real-time!

This service is different than the standard security companies dispatch service. Our NDR System is a network of full-time Account Managers, trained in all of the CITY OF KEY WEST (PORT AUTHORITY) account specifics, in order to provide the CITY OF KEY WEST (PORT AUTHORITY) with the same level of service that they would receive during office hours at any time of day or night. We will provide the CITY OF KEY WEST (PORT AUTHORITY) with an afterhours telephone number dedicated only to your account so that you can always direct-connect to your live NorthStar Account Manager. This Manager will be completely trained on the CITY OF KEY WEST (PORT AUTHORITY) account specifics and ready to provide the CITY OF KEY WEST (PORT AUTHORITY) with the answers and support that they need.

In addition to our NDR System, we provide full-time 24/7 dispatch service handling all security officer communications for all active job sites. This ensures that all officers are always communicating with our corporate headquarters and with their direct supervisors.



### **GUARD RECRUITMENT AND SCREENING**

NorthStar Security will ensure that any and all candidates presented to the CITY OF KEY WEST (PORT AUTHORITY) to work on this assignment have undergone our intensive and detailed recruiting process. No employee, guard or manager will be assigned to the CITY OF KEY WEST (PORT AUTHORITY) unless they have successfully passed all of our examinations. Furthermore, all background check and pre-employment exam records will be available at the request of the CITY OF KEY WEST (PORT AUTHORITY). Our recruitment process for the CITY OF KEY WEST (PORT AUTHORITY) will include the following:

- \* **Recruitment** – Attracting quality people is a critical component to providing quality security guard services to the CITY OF KEY WEST (PORT AUTHORITY). For this reason, NorthStar will only recruit quality, professional, and disciplined employees that understand and adopt our core values. We strongly believe that if we take care of your employees, they will provide the CITY OF KEY WEST (PORT AUTHORITY) with a higher overall level of service and will provide effective protection to your establishment.



In addition, NorthStar Security is committed to hiring veterans, reservists, and promoting this hiring practice. This practice is an integral part of our recruiting strategy. At NorthStar, we use our leadership, corporate, and customer service training programs to build on their experience and provide advancement opportunities within our organization. Military candidates have varied backgrounds and contribute an unparalleled combination of leadership experience, maturity, and technical expertise to the responsibilities they undertake. Our military spends more on training personnel than many Fortune 500 companies combined. Our country has invested in making them the most highly trained and motivated personnel in the world. Because many of their skills are directly transferable into the business sector, we are able to introduce them into positions and leadership roles within the CITY OF KEY WEST (PORT AUTHORITY) assignment where they can continue to utilize these skills.

Lastly, our recruitment process encompasses some of the most detailed and demanding pre-employment screening in the industry. Before a person is hired for the CITY OF KEY WEST (PORT AUTHORITY), they will be required to undergo an extensive application process including:

- Criminal and Civil Background Check
- Credit Check
- Urine and Blood Drug and Alcohol Testing
- 3-Tier Interview Process
- Comprehensive Personality Assessment
- Psychological Examination





## GUARD TRAINING

NorthStar Security implements over 40 hours of pre-employment training for all new security officers and over 60 hours per year of continual training for all officers including management, regardless of the assignment that they are assigned to. This is the NorthStar standard training regimen for all new and continual employees. Our training exceeds every state mandated training law and incorporates the latest information available in the industry. Our personnel are given instructions on all facets of their duties. Their training begins with the basics in security and continues through the handling of emergencies and various other specializations.

NorthStar Security's training program includes general subjects as well as specialized subjects that relate to a particular industry or type of property. The programs are designed to be entertaining enough to maintain the employee's interests, as well as to provide them with information to protect themselves and our clients. Classroom instruction, video, and several hands-on exercises are utilized to conduct our training.

At NorthStar Security, we take training very seriously. Quality training is essential in our goal to be the best. It is our commitment to learning and development that allows us to provide our customers with knowledgeable and motivated security staffing solutions. No matter where we serve, we strive to be the most responsive security services firm in the industry.

In addition to our standard training, we will tailor each of our training programs specifically to the CITY OF KEY WEST (PORT AUTHORITY)'s post specific requirements. We will ensure that all personnel employed in any position at the CITY OF KEY WEST (PORT AUTHORITY), including Security Officer, Shift Supervisor, Administrative supervisor, and Training Supervisor are trained with the job specifics for the CITY OF KEY WEST (PORT AUTHORITY).

**We will provide all basic personnel working the CITY OF KEY WEST (PORT AUTHORITY) post the following training:**

- \* 40 hours of pre-employment security training covering the security officer basics including:
  - o legal issues and liability; basic emergency first-aid; emergency procedures;
  - o ethics and professional conduct; access control; patrol techniques; observation techniques;



- report writing; interview techniques; fire detection and suppression;
  - crime and accident prevention techniques; crime and accident scene protection;
  - terrorism awareness; public relations; courtroom procedures; defensive tactics;
  - interpersonal communications; traffic direction; crowd control
- ★ 10 hours of pre-assignment training which will be used to cover all the CITY OF KEY WEST (PORT AUTHORITY) post orders and specifics, post situational awareness, surrounding area observation, risk assessment and mitigation, and site walk-through
  - ★ 10 hours of post-assignment classroom training
  - ★ 8 hours of supervised on-the-job training conducted by one of our certified FTS's (Field Training Supervisors)
  - ★ 11 monthly sessions per year of in-service training and ongoing on-the-job training

**In addition, we will provide all supervisory positions working the CITY OF KEY WEST (PORT AUTHORITY) the following training:**

- ★ 60 hours of pre-employment security training covering the security officer basics including:
  - legal issues and liability, basic emergency first-aid; emergency procedures;
  - ethics and professional conduct; access control; patrol techniques, observation techniques;
  - report writing, interview techniques; fire detection and suppression;
  - crime and accident prevention techniques; crime and accident scene protection;
  - terrorism awareness; public relations; courtroom procedures; defensive tactics;
  - interpersonal communications; traffic direction; crowd control
- ★ 16 hours of pre-assignment training which will be used to cover all the CITY OF KEY WEST (PORT AUTHORITY) post orders and specifics, post situational awareness, surrounding area observation, risk assessment and mitigation, and site walk-through
- ★ 16 hours of post-assignment classroom training
- ★ 16 hours of supervised on-the-job training conducted by one of our certified FTS's (Field Training Supervisors)
- ★ 11 monthly sessions per year of in-service training and ongoing on-the-job training
- ★ 80 hours of position specific training for the shift supervisor, training supervisor, and administrative supervisor
- ★ 80 hours of additional supervisory level training consisting of classroom instruction, on-the-job supervisor training, real-life tactical situation training, leadership seminar, and client relations training





## EMPLOYEE RETENTION AND BENEFITS

### Employee Retention

At NorthStar Security, our people are more than simply employees; we view them as valuable assets and part of our family. We strive every day to empower them to be the very best they can be, so they in turn, perform at the highest level. We work diligently to instill a sense of accountability and discipline ensuring that our team is mentally and physically prepared to protect your establishment. The result of our value system yields a very low turnover rate which enhances our ability to provide personnel that are in tune to your specific and ongoing needs.

Additionally, NorthStar Security offers our employees employment benefits and perks comparable to any of the fortune 500 companies. These benefits are the same that will be offered to the personnel working at the CITY OF KEY WEST (PORT AUTHORITY). These benefits include:

### Insurance Programs

| Insurance                                    | Highlights   |
|--|--|
| Health                                       | <ul style="list-style-type: none"> <li>* Comprehensive Major Medical administered by Blue Cross and Blue Shield</li> <li>* Effective the first day of the month following three months of continuous service</li> <li>* Flexible copay plans to fit all budgets and No lifetime maximum</li> <li>* Complies with the upcoming Patient Protection and Affordable Care Act-- (Obama Care)</li> </ul> |
| Prescriptions                                | <ul style="list-style-type: none"> <li>* No Deductibles</li> </ul>   |
| Life   | <ul style="list-style-type: none"> <li>* \$20,000 in Life Insurance</li> <li>* AD&amp;D is provided at no cost to the employee</li> </ul>  |
| Accidental Death and Dismemberment Insurance | <ul style="list-style-type: none"> <li>* Optional \$5,000 in occupational accidental death and dismemberment insurance</li> </ul>  |
| Aflac Hospital Insurance                     | <ul style="list-style-type: none"> <li>* Provides cash for medical expenses and out-of-pocket expenses while in a hospital</li> <li>* No deductibles or precertification</li> <li>* Covers employee at any hospital they select</li> </ul>   |
| Aflac Accident Insurance                     | <ul style="list-style-type: none"> <li>* Provides cash for medical expenses and out-of-pocket expenses in the case of a qualifying accident</li> <li>* Covers emergency treatment, hospital stays and medical exams, and transportation and lodging needs.</li> </ul>  |
| Aflac Cancer Insurance                       | <ul style="list-style-type: none"> <li>* Provides employee with a pre-established amount if they or another covered person is diagnosed with cancer. Includes living expenses and extended hospital stays.</li> </ul>  |





### **Retirement Plans**

NorthStar Security offers qualified employees a company matching 401(k) plan managed through Vanguard.

- ★ Employee may contribute a pre-established percent of their compensation on a pre-tax basis
- ★ Company matches a pre-established percent of their yearly contribution
- ★ We offer a diversified fund lineup with no minimum initial investment that has delivered solid long-term investment results
- ★ Employees may take loans from their 401(k) plan and repay them through payroll deductions that they can afford

### **Employee Assistance Program**

NorthStar offers its employees many assistant programs providing confidential assessments, counseling, and treatment options. The assistant programs include:

- ★ Marriage Counseling
- ★ Stress
- ★ Alcohol and Substance Abuse
- ★ Divorce Counseling
- ★ Financial Hardship
- ★ Credit Counseling
- ★ Mental Health
- ★ Depression

### **Tuition Assistance**

NorthStar believes that knowledge is power and an educated security officer will provide higher quality to the company's clients. As such, NorthStar provides tuition assistance to qualified security personnel for job-related courses taught by an accredited higher learning institution.

### **Payroll Direct Deposit**

NorthStar Security offers payroll direct deposit as a convenience for its employees.



### Employee Recognition Awards

NorthStar Protection believes in recognizing the outstanding achievement of its employees. As such, awards may be given to mark a variety of events.

| Award                  | Description   |
|------------------------|---|
| Employee of the Month  | ★ Presented in recognition of outstanding service and initiative. This award is presented through a supervisor and employee nomination process.         |
| Long Service Award     | ★ Presented for employees that have been with NorthStar for over 5 years. Awards vary based on length of time in-service and employee conduct standing. |
| Completion of Training | ★ Awarded for the successful completion of job-related training.  |
| Suggestion Schemes     | ★ Awarded to employees who take an initiative and recommend a process or service improvement that gets adopted by the organization.                     |
| Retirement             | ★ Presented to an employee when they embark on their retirement.  |

### Beyond the Basics

NorthStar offers qualified employees "Beyond the Basics" benefits to show our appreciation in their outstanding service and assist them with extra-curricular activities. These programs consist of:

- ★ Maternity benefits
- ★ Employee referral program
- ★ New customer referral program
- ★ Gift matching program to non-profit organizations fighting for a cause
- ★ Adoption assistance
- ★ Financial planning classes
- ★ Basic computer software classes
- ★ Free monthly raffles (for dance classes, entertainment, dining, etc...)

### Full-Time Vs. Part-Time Employees

NorthStar utilizes a combination of full-time and part-time employees. Full-time employees are defined as employees who work in excess of 32 hours per week.

While part-time employees do not qualify to fully participate in all of our fringe benefits programs, they will be paid similar wages and are eligible to participate in the limited health medical program, employee recognition programs, and "beyond the basics" program.





## **HUMAN RESOURCES & PAYROLL**

NorthStar Security operates in a very labor-intensive industry and understands that in order to continue to provide exceptional quality to our clients, we must streamline several Human Resource and Payroll functions. We are careful in partnering with a third party payroll provider that adhere to our human resource policies and have built-in redundancies to ensure ongoing compliance. All phases of the recruiting, screening, and training process are integrated into our Human Resource computer module to ensure no step is missed. In addition, our Human Resources module will not "activate" an employee for an assignment unless all pre-employment modules have been completed, reviewed, and signed-off on.

### **Pre-Employment Screening**

NorthStar requires that all potential employees undergo an extensive background check and pre-employment screening before they are hired. This process is conducted by our in-house investigative division and takes place in our corporate offices in Downtown Miami Florida. Due to the critical nature of this process and for confidentiality reasons, NorthStar does not entrust any third party providers with the supervision of this process.

### **Training Compliance**

Our Human Resource module interacts and interfaces with all training provided by NorthStar Security and/or outside sources. All employee training is initiated, tracked, and monitored by our training module which provides management with notifications when an employee training is due again, and will inactivate an employee if their training is not updated within 30 days of their training completion due date. This is another way that NorthStar ensures that the quality training and guards that we are providing are second to none.

### **Payroll**

NorthStar Security employs the services of a Payroll Solutions provider for our entire employee payroll. Our Human Resource module maintains our time and attendance, which then interfaces with ADP to provide an accurate and timely reporting of all hours worked. Utilizing an industry proven provider like ADP ensures that NorthStar provides its employees with payroll on-time, accurately, and compliant with all state and federal payroll regulations.



#### **Employee Paid Time Off**

NorthStar Security provides its full-time employees and some eligible part-time employees with Paid Time Off ("PTO") each year as a way to express our appreciation and a way to renew and refresh our employees. Because our business is continuous and year long, NorthStar Security grants PTO at times that are most suitable for our business conditions and to limit PTO during our busy season.

**Accrued PTO:** All employees accrue 2 hours of PTO per month of employment after they have successfully completed their introductory period. The accrual of these hours is not eligible to be rolled over and will expire at the conclusion of the calendar year in which they were earned. Accrued PTO is usually utilized for employees when they unexpectedly require time off from work for personal reasons or illness.

**Regular PTO:** In addition, full-time employees become eligible for 10 days (80 hours) of PTO per calendar year after 12 months of continuous employment with NorthStar Security. After 36 months of continuous employment, employees become eligible for 15 days (120 hours) of PTO per calendar year.

Employees must use all regular PTO in the calendar year in which it is granted. It should be scheduled and approved by NorthStar Protection at least three weeks in advance where appropriate. Any unused PTO will be forfeited at the end of each calendar year.

#### **Personal Leave**

NorthStar Security may, at its discretion, grant an employee a leave of absence without pay when sufficient personal reasons necessitate such a leave. However, employees are not eligible for a personal leave of absence until they have been continuously employed as full-time employees of NorthStar Security for 12 months.

NorthStar Security may require an employee to provide documentation, such as a doctor's certification of illness or disability, supporting the employee's need for a leave of absence, and NorthStar Security may periodically require the employee to provide such supporting documentation on basis during the leave of absence. Prior to or upon an employee's return to work from a leave of absence, NorthStar Security may also require the employee to provide documentation establishing the employee's ability to return to work.

NorthStar Security reserves the right to determine the duration of the leave of absence, but no leave of absence shall exceed 12 weeks. If an employee fails to return to work immediately after his or her leave of absence expires, the employee will be considered to have voluntarily resigned his or her position with NorthStar Security.



Employees may continue their health insurance benefits while on a leave of absence by paying the full cost of the employee portion of their premium to remain covered each month during the leave. Employees who wish to continue their insurance coverage should so advise the Human Resource Office before beginning their leave.

Leaves of absence will be without pay except that employees may be required to use any accrued paid time off during a leave. While on a leave of absence, employees will not accrue additional paid time off. Employees may be eligible for benefits during a leave under NorthStar Security's short-term and long-term disability plans.

Because operations sometimes require that vacant positions be filled, a leave of absence does not guarantee that the employee's job will be available when the employee returns from a leave. NorthStar Security will, however, make an effort to place the employee in their previous position or a comparable job which they are qualified to perform. If no such position is available, they may be eligible for rehire as a new employee if they apply for an available position for which they are qualified and if their prior work history warrants their rehire.

#### **Bereavement Leave**

NorthStar Security will provide up to three days (3) of paid bereavement leave for an employee upon the death of an immediate family member. For purposes of this policy, "immediate family" is defined as the employee's or the employee's spouse's parents, siblings, children, grandparents, grandchildren, or the employee's spouse.

#### **Jury-Duty Leave**

Employees who are called for jury duty will be granted time off with pay to perform this civic duty. In order to be paid for Jury Leave, an employee must provide his or her supervisor with the jury summons and a note from the Clerk of the Court indicating the times the employee was in court for jury duty. NorthStar Security will pay employees straight time for their regularly scheduled hours of work, minus the compensation they received from the court for their service as jurors.

#### **Military Leave**

NorthStar Security will grant employees called into military service an unpaid leave of absence and reemployment rights as provided by the laws of the United States. Employees may use accrued paid time off during a military leave of absence, but are not required to do so.





## **PROJECT DELIVERABLES**

In accordance with the stipulations governing the security industry, NorthStar Security will provide to the CITY OF KEY WEST (PORT AUTHORITY) upon request the following documents.

- ★ City and County Occupational Licenses
- ★ Workers' Compensation Certificate with Required Limits
- ★ Comprehensive General Liability Insurance with Required Limits
- ★ Commercial Auto Liability Insurance with Required Limits
- ★ Professional Licenses
- ★ Corporate Documents



## **INDUSTRY COMPLIANCE**

NorthStar Security and any entity operating as a security guard agency in the State of Florida must comply with all rules, regulations, and Florida Statutes of, and is governed by the Division of Licensing, Florida Department of Agriculture and Consumer Services Division. Therefore, in addition to local and county license requirements, the following licenses are required in order to comply with the State of Florida's security industry regulations and will be furnished to the CITY OF KEY WEST (PORT AUTHORITY) upon request:

- ★ Class "B" Security Agency License
- ★ Class "MB" Security Agency Managers License -or-
- ★ Class "M" Security and Investigative Agency Manager License
- ★ Class "D" Security Guard License
- ★ Class "G" State-Wide Firearms License (If Armed)





## LEGAL COMPLIANCE

Legal compliance is one of the hallmarks of NorthStar Security and we understand that certain industries require that we take additional steps to maintain your organization's compliance. NorthStar's legal team works diligently to maintain our knowledge of industry specific-regulations that govern security practices, so you can rest assured the services you receive from us are administered in a compliant manner and are legally sound.

In particular, anytime a security officer has an interaction with a patron, they should have received the appropriate training regarding what they can-and-cannot do or say. Any security officer assigned to the CITY OF KEY WEST (PORT AUTHORITY) will have completed 15 hours of pre-assignment training covering the legal aspects relating to the security industry and the CITY OF KEY WEST (PORT AUTHORITY) post in specific.

The specific training received by the security officers assigned to the CITY OF KEY WEST (PORT AUTHORITY) post in conjunction with the backing of NorthStar's Corporate Legal team means there is less of a chance of any legal issues arising from our service to the CITY OF KEY WEST (PORT AUTHORITY).





## **PROGRAM TECHNOLOGY**

### **Computerized Time Clock**

NorthStar Security ensures that all guards in all security assignments are recording their work hours appropriately and that our company is capturing and billing these hours accordingly. NorthStar will utilize an electronic computerized time-clock system at the CITY OF KEY WEST (PORT AUTHORITY) to assist in reporting all hours worked accurately.

### **Guard Tour Solution**

In addition to the computerized time clock system, as requested by the CITY OF KEY WEST (PORT AUTHORITY), NorthStar Security will utilize the "Deggy" Guard Tour Solution for the CITY OF KEY WEST (PORT AUTHORITY). An electronic guard tour system is an essential tool for any company providing guard services. With a guard tour system, guards can prove exactly when, specifically where and what they inspected at the CITY OF KEY WEST (PORT AUTHORITY). Having a guard tour system will help improve service quality and is an invaluable solution.

### **Motorola Two-Way Radios**

NorthStar Security will issue each security guard assigned to the CITY OF KEY WEST (PORT AUTHORITY) a Motorola Two-Way radio so that they can communicate with the CITY OF KEY WEST (PORT AUTHORITY), their supervisor, and NorthStar's 24-hour dispatch center.

### **Smart Phones**

In addition to the Motorola Two-Way Radios, NorthStar Security will issue each security guard assigned to the CITY OF KEY WEST (PORT AUTHORITY) a smart phone with full text, email, camera, and telephone capability.

### **Digital Camera**

NorthStar Security will provide the CITY OF KEY WEST (PORT AUTHORITY) Security Site Supervisor with a Sony 15 megapixel digital camera to be used exclusively for the CITY OF KEY WEST (PORT AUTHORITY).







## UNIFORMS AND APPEARANCE

NorthStar Security will issue the following directive to all security officers assigned to the CITY OF KEY WEST (PORT AUTHORITY) regarding the proper wear of their uniform, equipment and our required personal appearance standards. Employees shall adhere to company policies and procedures in the proper wearing of uniform and equipment items, and will maintain a high standard of personal grooming following the guidelines of this directive.

In addition, NorthStar will not charge any employee for their uniforms. However, employees of the company will be responsible for the proper care and use of company uniforms and equipment assigned to or used by them. Employees will promptly report to their supervisor any loss, damage, destruction or defective equipment therein.

### Uniforms and Equipment

#### ★ Employee Responsibility

- Security Officers are issued uniforms and equipment items needed in the performance of their duties. The company provides original and replacement uniforms and equipment items with the exception of certain personal items. Specific allowances are maintained in the individual's Equipment File
- It is the individual employee's responsibility to provide for the cleaning, repair and upkeep of issued uniforms and equipment items. Employees are required to return to the company all issued uniform and equipment items, cleaned and in good repair, at the termination of their employment.
- Employees may be required to reimburse the company for the replacement of lost, missing or damaged uniforms and equipment items.

#### ★ Male Security Officers' uniform

- Year-round Dress Uniform
  - Pants: Dark blue
  - Short sleeve shirt: Light blue. Company patch will be sewn 1/2 inch below the shoulder crease on each sleeve. Only white or dark blue undershirts may be worn.
  - Rain Jackets: May be worn with short sleeve shirts, but must be issued by NorthStar Security.
  - Black footgear with black socks. Footgear cannot have any kind of markings or colors on them.
  - Headgear: Dark blue trooper style brim hat with company emblem on brim.
  - Winter coat: Dark blue with company patch on each sleeve, & breast badge patch.

#### ★ Male Field Supervisors' uniform

- Year-round Dress Uniform
  - Pants: Dark blue
  - Long or short sleeve shirt: White. Company patch on each sleeve. Only white undershirts may be worn.
  - Rain Jackets: May be worn with short sleeve shirts, but must be issued by NorthStar Security.
  - Black footgear with black socks. Footgear cannot have any kind of markings or colors on them.



- Headgear: Dark blue trooper style brim hat with company emblem on brim.
- Winter coat: Dark blue with company patch on each sleeve, & breast badge patch.

★ **Female Security Officer's uniform**

○ Year-round Dress Uniform

- Pants: Dark blue
- Short sleeve shirt: White. Dark blue female necktie. Company patch on each sleeve.
- Rain Jackets: May be worn with short sleeve shirts, but must be issued by NorthStar Security.
- Black footgear with black socks. Footgear cannot have any kind of markings or colors on them.
- Headgear: Dark blue trooper style brim hat with company emblem on brim.
- Winter coat: Dark blue with company patch on each sleeve, & breast badge patch.

★ **Female Field Supervisors' uniform**

○ Year-round Dress Uniform

- Pants: Dark blue
- Short sleeve or long sleeve shirt: White. Dark blue female necktie. Company patch on each sleeve.
- Rain Jackets: May be worn with short sleeve shirts, but must be issued by NorthStar Security.
- Black footgear with black socks. Footgear cannot have any kind of markings or colors on them.
- Headgear: Dark blue trooper style brim hat with company emblem on brim.
- Winter coat: Dark blue with company patch on each sleeve, & breast badge patch.

★ **Exceptions to Uniform Types**

○ Shoes

- Black combat, walking boots or black walking shoes may be worn in place of the black dress shoes.
- Coats: Issued raincoat may be worn during inclement weather.
- Black gloves may be worn during cold or inclement weather.

★ **Wearing of Uniforms**

- The dress uniform is the standard uniform for all uniformed assignments.
- All officers shall wear the proper uniform as designated above and as posted by the Field Commander. The Field Commander will announce uniform changeover through written notice.
- Officers working special event assignments will wear the dress uniform unless instructed otherwise. All uniformed officers working an event or assigned to the day shift shall wear the same dress uniform, either summer or winter, as that of the day shift.
- Uniform headgear is optional for standard guards, and mandatory for supervisors.
- Uniforms will be worn in their entirety as described in this directive and no one piece will be worn without the other parts. No part of issued uniform will be worn with non-issued clothing.

★ **Equipment**

- Utility belt: Unarmed security officers wearing a uniform with the uniform utility belt shall position the following required equipment in the order indicated from the belt buckle clockwise;
  - Issued key ring holder
  - Issued radio case with radio



- ★ **Portable radio and microphone:**
  - Uniformed officers shall wear the portable radio in the issued case in the manner prescribed above.
  
- ★ **Uniform Insignia and other Attachments to the Uniform**
  - Collar insignia should be positioned as noted on the diagram (see attached).
  - Dress uniform hatband: Uniformed supervisors are required to display a silver hatband.
  - Security badges will be positioned just above the left uniform pocket and centered.
  - Nameplate pins will be above the right breast pocket seam and centered using the button as the center point.
  - American Flag Insignia: Uniformed officers shall place the American Flag Insignia above the left breast pocket using the button as the center piece.
  
- ★ **Proper Fit and Care of Uniforms**
  - Supervisors will randomly inspect individual officers to ensure assigned uniform and equipment items are properly worn and cared for.
  - Proper Fit
    - All uniforms should fit properly: neither too tight nor too loose.
    - Tailoring of uniforms is authorized only through the written authorization from NorthStar Security.
    - Headgear will be worn squared or straight on the head, approximately two fingers above the bridge of the nose to the visor, and shall not be cocked on the back of the head or worn in an unprofessional manner.
  - Proper Care
    - Uniforms shall be cleaned and pressed.  
The proper care of uniforms is the responsibility of the employee.
    - Shoes and boots shall be clean, in good repair and shined.
    - Headgear shall be cleaned and in good repair.
    - Leather equipment shall be cleaned and polished.
    - All issued equipment shall be kept clean and in good repair.
  
- ★ **Attire for Officers in Plain Clothes**
  - Officers assigned to administrative or investigative duties shall wear proper business casual attire while on duty.
  
- ★ **Standards of Personal Appearance for Uniformed Personnel**
  - Facial Hair: The face will be clean shaven except that mustaches are permitted. When a mustache is worn, it will be kept neatly trimmed and may not extend below the corner of the mouth. Goatees and beards are not authorized. Beards are permitted only if a medical recommendation has been submitted with the approval of the Field Commander.
  - Male hairstyles: When the officer is standing erect, the length of his hair shall not extend below the top of the shirt collar or over the outer edge of the ear. It may be neatly boxed, layered, or tapered. Hair on the forehead shall not visibly protrude from under the headband of issued headgear. Sideburns are allowed to extend to the bottom of the ear opening with no flare, and should not be so full as to hide the ears from the front.
  - Female hairstyles: When the officer is standing erect, her hair shall be arranged so as to not extend beyond the bottom of the shirt collar. Hair on the forehead shall not visibly protrude from under the headband of issued headgear.
  - Security personnel, while wearing the uniform, shall not exhibit unnatural hair colors or styles other than due to natural or medical reasons.





## **QUALITY ASSURANCE**

Quality Assurance (QA) is one of the most important roles within our management staff. Because of this, NorthStar employs three full-time roving supervisors whose sole responsibility is to ensure that the service product being delivered in the field adheres to the extremely high quality standards established by our executive leadership. NorthStar will deploy three quality control supervisors (one each shift) free of charge to monitor and ensure that the CITY OF KEY WEST (PORT AUTHORITY) is receiving the exceptional quality service that is expected.

In addition, our quality assurance department spends significant time in our main office performing internal compliance audits with our established procedures. Quality Assurance ensures that that time-tested procedures are being adhered to in the performance of our service.



## **SAFETY AND FIRST AID**

All security officers employed by NorthStar Security will be required to complete our safety and first responder training before they are assigned to the CITY OF KEY WEST (PORT AUTHORITY). Every one of our guards are expected to be proficient and certified as a first responder so that they may respond in the event of a sick or injured patron at the CITY OF KEY WEST (PORT AUTHORITY).

Our first responder courses cover cardiopulmonary resuscitation (CPR), automated external defibrillator usage, spinal and bone fracture immobilization, oxygen, emergency childbirth, and advanced first aid. Typically during an emergency, our security officer will be the first on scene. Therefore, our officers are expected to have the knowledge, training, and certification required to assist a person in need. The security officer may be summoned to: provide emergency care first on the scene, support Emergency Medical Technicians and Paramedics; assess patients; take vital signs, provide treatment for trauma and medical emergencies; perform CPR; use an Automated external defibrillator; immobilize bone fractures and spinal injuries; administer oxygen and maintain an open airway through suctioning and airway adjuncts; assist in emergency childbirth.





## **TRANSITION PLAN**

We realize the transition from your present security service provider to NorthStar Security can seemingly present some challenges. Changing contract security firms can be filled with uncertainties, distractions, or interruptions. However, NorthStar has the resources and experienced management personnel to effect a smooth, transparent, and efficient transition without gaps in coverage. Moreover, as a current security service provider of numerous local, state, and federal agencies throughout the State of Florida, we are in a unique and favorable position to successfully manage this transition phase.

Our management team will begin the transition planning four weeks before the service start date. However, should you need us to start our services sooner, we are prepared with the infrastructure in place to accommodate this requirement.

Our transition team consists of the following personnel:

- ★ Rafael Aguilar - Field Commander
- ★ Daniel Pou - Chief Business Development Officer
- ★ Erick Rodriguez - Director of Client Relations
- ★ Albert San Pedro - Field Director
- ★ Kenneth Jackson - Quality Control Field Captain

Overall responsibility for the transition phase will be with Mr. Rafael Aguilar, President of NorthStar Security. Rafael will work closely with the CITY OF KEY WEST (PORT AUTHORITY) to maintain an efficient and coordinated effort throughout all phases. Other personnel will be indirectly involved through recruiting, hiring, and background investigations. We will begin our transition procedure immediately upon being awarded the CITY OF KEY WEST (PORT AUTHORITY) contract.





The following is an overview of our transition phase:

|                         |  |
|-------------------------|--|
| 4 Weeks to Commencement | <ul style="list-style-type: none"> <li>* Introduce the transition team to the CITY OF KEY WEST (PORT AUTHORITY) management</li> <li>* Evaluate existing security officers, determine staffing need</li> <li>* Recruit existing personnel</li> <li>* Recruit new personnel</li> <li>* Complete an additional detailed tour of the premises that will be securing</li> </ul>   |
| 3 Weeks to Commencement | <ul style="list-style-type: none"> <li>* Interview qualified candidates</li> <li>* Complete pre-employment screening on all officers</li> <li>* Present offers of employment to existing and new security officers</li> <li>* Complete training programs, prepare post orders, develop emergency procedures</li> <li>* Begin the 40 hour pre-employment training for all guards</li> </ul>   |
| 2 Weeks to Commencement | <ul style="list-style-type: none"> <li>* Begin NorthStar orientation training for officers selected to the CITY OF KEY WEST (PORT AUTHORITY) assignment</li> <li>* Train and certify all security officers selected for the CITY OF KEY WEST (PORT AUTHORITY) assignment as a First Responder</li> <li>* Submit post instructions and on-the-job training outline to the CITY OF KEY WEST (PORT AUTHORITY) for approval</li> <li>* Order uniforms and equipment</li> <li>* Train all supervisory staff that will be assigned to the CITY OF KEY WEST (PORT AUTHORITY)</li> </ul> |
| 1 Week to Commencement  | <ul style="list-style-type: none"> <li>* Complete all security officer training</li> <li>* Complete all security supervisor training</li> <li>* Make any final changes to post orders and on-the-job training programs</li> <li>* Create master officer and supervisor work schedules</li> <li>* Have all post orders, OJT, and personnel signed off by the Quality Assurance Department</li> <li>* Issue Uniforms and Equipment</li> <li>* Place all new equipment on the CITY OF KEY WEST (PORT AUTHORITY) Post</li> </ul>   |
| Service Start           | <ul style="list-style-type: none"> <li>* Commence on-the-job training</li> <li>* Assign officers that remain from the old contract together with new hires to monitor first shift performance</li> <li>* Modify post orders and training programs if necessary</li> <li>* Continue recruiting efforts to replace any officers who do not meet standards</li> <li>* Follow-up on meetings with management for any perceived problems</li> </ul>   |





## **SUMMARY AND CONCLUSION**

NorthStar Security will offer the CITY OF KEY WEST (PORT AUTHORITY) exceptional service with TOP QUALITY as our primary focus. In our quest to remain as the top quality service provider in Florida, we will provide the CITY OF KEY WEST (PORT AUTHORITY) with highly trained security officers and supervisors, not your typical bouncer or minimum wage security guard that is usually provided by other security firms.

In addition, the CITY OF KEY WEST (PORT AUTHORITY) will benefit from the quickest response in the industry to any of their requests. This response will typically be from a business owner with the capacity and authority to assess the current needs, take immediate action, and remedy the situation on the spot. Our executive team has instilled in each staff member the core values needed to propel our company to the next level. Our business philosophy places your needs first, and ensures that the quality of work being offered is unmatched by any of our competitors.

NorthStar understands all of the decisions that choosing a security guard company involve. This is why we believe that by carefully listening to our client from the onset, and understanding exactly what services they are looking for is the surest way of maintaining optimal communication and getting it right the first time.

Please take the time to read through this material as it will help you make the most of our services. If you have any questions or need clarification on any portion of our material, please feel free to contact me directly. We strive to develop a partnership with every client and are looking forward to the possibility of entering into a partnership with your organization.

Thank you for your time and for considering NorthStar Security for your protection needs!

Sincerely,

Rafael Aguilar Jr.  
President, Chief Security Officer  
NorthStar Security, Inc.





## **APPENDIX A: NORTHSTAR FACT SHEET**

### **Key Information**

|                           |  |
|---------------------------|--|
| <b>Corporate Office</b>   | 172 W. Flagler Street, Ste 330<br>Miami, Florida 33130 |
| <b>Local Office</b>       | 422 Fleming Street<br>Key West, Florida 33040          |
| <b>Company Type</b>       | Private  |
| <b>Location Type</b>      | Miami, Florida - Headquarters                          |
| <b>Geography Serviced</b> | Florida, Georgia, North Carolina, Peru                 |
| <b>Primary Industry</b>   | 1563: Security Guard Services                          |
| <b>Primary NAICS Code</b> | 561612: Security Guard and Patrol Services             |

### **Key Numbers**

|                                 |          |
|---------------------------------|----------|
| <b>Year-End</b>                 | December |
| <b>1-Year Sales Growth</b>      | 11.5%    |
| <b>Total Employees</b>          | 410      |
| <b>1-Year Employee Growth</b>   | 19.5%    |
| <b>1-Year Employee Turnover</b> | 3.6%     |

### **Key People**

|                           |                                      |
|---------------------------|--------------------------------------|
| <b>Rafael Aguilar Jr.</b> | President and Chief Security Officer |
| <b>Luis Requejo</b>       | CEO                                  |
| <b>Jorge Calzadilla</b>   | SVP and CFO                          |
| <b>Daniel Pou</b>         | SVP and Chief Development Officer    |







**APPENDIX B: SAMPLE BUSINESS REPORTS**

**NORTHSTAR SECURITY, INC.**  
**POST-COMMENCEMENT REPORT**

Client: \_\_\_\_\_ Post # \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Contact: \_\_\_\_\_  
 Start Date: \_\_\_\_\_

**Services to be provided:**  
 1st Shift: 7:00AM - 3:00PM  
 2nd Shift: 3:00PM - 11:00PM

| EQUIPMENT               | PROVIDED | OWNERS |
|-------------------------|----------|--------|
| SECURITY GUARDS         | 24/7/365 | Client |
| SECURITY VEHICLES       | 24/7/365 | Client |
| SECURITY WEAPONS        | 24/7/365 | Client |
| SECURITY TRAINING       | 24/7/365 | Client |
| SECURITY UNIFORMS       | 24/7/365 | Client |
| SECURITY COMMUNICATIONS | 24/7/365 | Client |
| SECURITY RECORDS        | 24/7/365 | Client |
| SECURITY REPORTS        | 24/7/365 | Client |
| SECURITY INSURANCE      | 24/7/365 | Client |
| SECURITY LIABILITY      | 24/7/365 | Client |
| SECURITY COMPLIANCE     | 24/7/365 | Client |
| SECURITY EMPLOYMENT     | 24/7/365 | Client |
| SECURITY RECORDS        | 24/7/365 | Client |
| SECURITY REPORTS        | 24/7/365 | Client |
| SECURITY INSURANCE      | 24/7/365 | Client |
| SECURITY LIABILITY      | 24/7/365 | Client |
| SECURITY COMPLIANCE     | 24/7/365 | Client |
| SECURITY EMPLOYMENT     | 24/7/365 | Client |

Signature of Client: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature of Northstar Security: \_\_\_\_\_ Date: \_\_\_\_\_

**NORTHSTAR SECURITY, INC.**  
**PRE-COMMENCEMENT REPORT**

Client: \_\_\_\_\_ Post # \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Contact: \_\_\_\_\_  
 Start Date: \_\_\_\_\_

**Services to be provided:**  
 1st Shift: 7:00AM - 3:00PM  
 2nd Shift: 3:00PM - 11:00PM

| EQUIPMENT               | PROVIDED | OWNERS |
|-------------------------|----------|--------|
| SECURITY GUARDS         | 24/7/365 | Client |
| SECURITY VEHICLES       | 24/7/365 | Client |
| SECURITY WEAPONS        | 24/7/365 | Client |
| SECURITY TRAINING       | 24/7/365 | Client |
| SECURITY UNIFORMS       | 24/7/365 | Client |
| SECURITY COMMUNICATIONS | 24/7/365 | Client |
| SECURITY RECORDS        | 24/7/365 | Client |
| SECURITY REPORTS        | 24/7/365 | Client |
| SECURITY INSURANCE      | 24/7/365 | Client |
| SECURITY LIABILITY      | 24/7/365 | Client |
| SECURITY COMPLIANCE     | 24/7/365 | Client |
| SECURITY EMPLOYMENT     | 24/7/365 | Client |

**Completed Orientation Verification**

I have instructed the Security Officer to read the Security Officer's manual and to be instructed in the use of the equipment as well as to be instructed in the use of the alarm system and to be instructed in the use of the alarm system and to be instructed in the use of the alarm system.

**Post-Orientation Procedure**

This Post-Orientation Report is to be completed and signed by the Security Officer at the time of the orientation. The original will be retained by the Security Officer and the copy will be retained by the Security Officer.

**End of Post-Orientation**

I have completed the orientation and the Security Officer is now ready to perform the duties of the Security Officer.

Signature of Client: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature of Northstar Security: \_\_\_\_\_ Date: \_\_\_\_\_

**NORTHSTAR SECURITY, INC.**  
**SECURITY / LOSS REPORT (FORM 100)**

Client: \_\_\_\_\_ Post # \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Contact: \_\_\_\_\_

**Incident Details:**  
 Date: \_\_\_\_\_ Time: \_\_\_\_\_  
 Location: \_\_\_\_\_  
 Description: \_\_\_\_\_  
 Reported by: \_\_\_\_\_  
 Reported to: \_\_\_\_\_  
 Status: \_\_\_\_\_

**Investigation:**  
 Investigator: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Findings: \_\_\_\_\_  
 Recommendations: \_\_\_\_\_

Signature of Client: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature of Northstar Security: \_\_\_\_\_ Date: \_\_\_\_\_

**NORTHSTAR SECURITY, INC.**  
**SECURITY / LOSS REPORT (FORM 100)**

Client: \_\_\_\_\_ Post # \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Contact: \_\_\_\_\_

**Incident Details:**  
 Date: \_\_\_\_\_ Time: \_\_\_\_\_  
 Location: \_\_\_\_\_  
 Description: \_\_\_\_\_  
 Reported by: \_\_\_\_\_  
 Reported to: \_\_\_\_\_  
 Status: \_\_\_\_\_

**Investigation:**  
 Investigator: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Findings: \_\_\_\_\_  
 Recommendations: \_\_\_\_\_

Signature of Client: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature of Northstar Security: \_\_\_\_\_ Date: \_\_\_\_\_

# NORTHSTAR SECURITY, INC.

## Supervisor Inspection Report

|                |                     |                              |                |                           |                      |              |            |
|----------------|---------------------|------------------------------|----------------|---------------------------|----------------------|--------------|------------|
| Date of Visit  | Visit Date          | Clock In Time                | Clock Out Time | Supervisor Name: _____    |                      |              | ID # _____ |
| Master #       | Starting Shift/Type | Ending Shift/Type            | Time Taken     | Post at Start of Shift    | Post at End of Shift | Post Checked | RCF's      |
| Work Commander |                     | Alarm Receiver/Control Panel |                | Alarm Report/Transmitting |                      | Inspector    | Location   |

| POST # | Guard Name | Time of Inspection |     | Start Time | End Time | RCF's | Incident/Notes | High Alarm | Alarm Test/Status | Clock Alarm | Alarm Sound | Alarm Visual | Alarm Audio | LPT | Alarm Station | Guard Signature |
|--------|------------|--------------------|-----|------------|----------|-------|----------------|------------|-------------------|-------------|-------------|--------------|-------------|-----|---------------|-----------------|
|        |            | Start              | End |            |          |       |                |            |                   |             |             |              |             |     |               |                 |
|        |            |                    |     |            |          |       |                |            |                   |             |             |              |             |     |               |                 |
|        |            |                    |     |            |          |       |                |            |                   |             |             |              |             |     |               |                 |
|        |            |                    |     |            |          |       |                |            |                   |             |             |              |             |     |               |                 |
|        |            |                    |     |            |          |       |                |            |                   |             |             |              |             |     |               |                 |
|        |            |                    |     |            |          |       |                |            |                   |             |             |              |             |     |               |                 |
|        |            |                    |     |            |          |       |                |            |                   |             |             |              |             |     |               |                 |
|        |            |                    |     |            |          |       |                |            |                   |             |             |              |             |     |               |                 |
|        |            |                    |     |            |          |       |                |            |                   |             |             |              |             |     |               |                 |

**General Inspection**

Master Comments: \_\_\_\_\_

Post Comments: \_\_\_\_\_

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

**Key Code**

|                      |                      |
|----------------------|----------------------|
| S - Satisfactory     | W - Working OK       |
| N - Not Satisfactory | A - Alarm/Arms       |
| F - Failure          | M - Missing          |
| D - Disarm           | N/A - Not Applicable |

I certify to all the above Key Code indications for each Guard and Post. All negative indications have been corrected or represented by me.

Supervisor Signature: \_\_\_\_\_

### NorthStar Security, Inc.

#### OFFENSE INCIDENT REPORT

# NON-CRIMINAL TRAFFIC VIOLATION

NOT COVERED BY FORMAL IDENTITY FORMS

Offense    Disciplinary    Suspensive

1. INCIDENT REPORT: \_\_\_\_\_

2. INCIDENT NUMBER: \_\_\_\_\_

3. OFFENSE TYPE: \_\_\_\_\_

4. LOCATION: \_\_\_\_\_

5. DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

6. OFFENSE DETAILS: \_\_\_\_\_

7. OFFENSE REPORT: \_\_\_\_\_

8. OFFENSE REPORT: \_\_\_\_\_

9. OFFENSE REPORT: \_\_\_\_\_

### NorthStar Security, Inc.

#### GENERAL SERVICES ADMINISTRATION

6/15/95 1111 pgs. 0019

1. GENERAL INFORMATION: \_\_\_\_\_

2. SERVICE INFORMATION: \_\_\_\_\_

3. SERVICE INFORMATION: \_\_\_\_\_

4. SERVICE INFORMATION: \_\_\_\_\_

5. SERVICE INFORMATION: \_\_\_\_\_

6. SERVICE INFORMATION: \_\_\_\_\_

7. SERVICE INFORMATION: \_\_\_\_\_

8. SERVICE INFORMATION: \_\_\_\_\_

9. SERVICE INFORMATION: \_\_\_\_\_

