

JAMES ALAN SECURITY & INVESTIGATIONS, INC. FLORIDA LIC. #'S A-2400130 B-2400106

August 2, 2010

City Clerk City of Key West 525 Angela St. Key West, FL 33040

Dear City of Key West:

James Alan Security is pleased to submit the attached proposal to provide security guard services at the City of Key West. James Alan Security (JAS) is honored to have been provided the opportunity to be included in the bid process as a small business venture. JAS brings to the table a wealth of security experience and expertise along with past performance of participating and overseeing security and logistics at many exclusive and high profile locations commensurate with the City of Key West.

JAS has conducted security and logistical services for AT&T and Cingular Wireless for 6 years with a perfect attendance rating. JAS will also provide security for the upcoming national events for General Mills, R.J. Reynolds (Camel Cigarettes), and Hilton Worldwide. Additionally, JAS provides the best available trained armed and unarmed security professionals to the Department of Homeland Security, FEMA and other governmental and commercial clients. Please review our senior management team's qualifications and I am sure you will agree the JAS is second to none when it comes to experience and expertise.

With this said, JAS respectfully requests to be considered for providing security guard services for the City of Key West at this time. Our experience in handling guard services makes this a natural fit for JAS. Certainly our expertise and highly trained and qualified personnel will blend well with the staff and patrons who have access to your facility. I can assure you that our team will treat the staff and patrons who have access to your facility with the utmost courtesy, respect and professionalism that the City of Key West expects and deserves. Our personnel that staff these critical areas will be the most senior trained, former or current law enforcement professionals that have held supervisory positions in the past or who have had experience at high profile venues.

Again, thank you for this opportunity and please let us know if you have any questions regarding our proposal submission.

Sincerely,

James Schuette
Director of Operations

James Alan Security & Investigations, Inc.

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INTRODUCTION

James Alan Security (JAS), Inc. has the capabilities, experience, and commitment of resources required to successfully fulfill all requirements in the City of Key West security services program located in Key West, FL.

JAS provides physical security; executive security; protective force management and training (uniformed armed and unarmed guard service); material, control and accountability; digital video

security systems; scheduling and operating procedures; security assessment; safeguards and security training program; and Operations Security (OPSEC) support. JAS provides its customers with quality security services with no terminations or cure notices, and quality services resulting in satisfied, repeat customers.

"During a joint investigation with Local, State and Federal law enforcement officials, JAS's collaboration led to the identification of a major crime operation, multiple arrest, return of stolen property, and protection of the city's reputation."

-Sgt. John Voight, St. Louis City Metropolitan
 Police Department

JAS has extensive experience providing services

that mirror those required by this solicitation. We have a history of being a quality leader in the security services industry. Without a doubt, we can provide qualified personnel to the City of Key West per the specifications set forth in the request for proposal.

We deliver the services we promise. We deliver them on time. We deliver them on budget.

Our ability to transition contracts is best demonstrated by our experience in transitioning more than 56 armed security personnel at AT&T (South Florida region) ahead of schedule. The transition schedule was critical because in some locations the client wanted the incumbent contractor out immediately. At each facility, JAS successfully recruited, trained, and deployed all required personnel within the client's 48 hour required window.

We provide our supervisors with management training on how to effectively lead a team. Our instructors use hands-on techniques and participatory methods to ensure material is retained.

Our senior management team brings more than just experience to the City of Key West. It brings a focus on professionalism, ethics, and quality that form the foundation of our team and the cornerstone of our corporate culture.

Critically important features include our successful processes for recruiting, screening, and retaining professional, quality employees. These ensure all posts are properly and continuously staffed, and the City of Key West facilities are always protected.

This is more than a promise...it's a demonstrated fact. Our applicants have a 92% approval rate when submitted for a security clearance and our personnel have a 70% retention rate.

Our QMS ensures we define quality the same way the City of Key West does. We will customize a Quality Control Plan (QCP) that builds upon the contract performance standards with additional metrics and internal inspections from our QMS. We solicit input and feedback from the customer to facilitate continuous process improvement. We train personnel and perform our mission at a level that will exceed the contract performance standards.

JAS has 7 years of history providing quality services. This level of performance clearly distinguishes JAS from our competitors and is the key to ensuring the risks associated with any contract transition are significantly reduced. JAS's reputation in this marketplace is built upon the provision of truly professional security services to each of our clients.

JAS - The Low-Risk Solution

JAS is the low-risk and best value solution for the City of Key West. We believe JAS is uniquely qualified to provide a seamless transition to this contract. Benefits of choosing JAS include:

- Consistently high performance ratings
- A management team with knowledge and understanding of the City of Key West environment.
- A demonstrated ability to provide the required screened, and certified personnel.
- A company that has proven programs in place to recruit, hire, train, and retain quality officers.
- A comprehensive training program that demands the best from JAS personnel.

A COMPANY DESCRIPTION

James Alan Security & Investigations, Inc.

4167 Crescent Dr. Suite 103

St. Louis, MO 63129

Phone: (314)606-4432

Toll Free: (866)906-9622

Fax: (407)385-7055

www.jasecurityagency.com

A.1 Company Officers

James A. Anterio

President & CEO

President and CEO

Former Law Enforcement Officer

Summary of Qualifications:

Over 18 Years of Police, Security and investigative experience.

James has thousands of hours of real world experience and training. James has provided security for fortune 500 companies, high profile clients, and many different industries. He prides himself on the quality of personnel I have as a part of my team. James has handed down lessons learned over the years to a highly qualified team of supervisors, able to respond to any situation.

Work Experience:

Chief Executive Officer 2003 - Present James Alan Security & Investigations

Opa Locka Police Department 1999 – 2003

Member of the drug task force.

Member of the violent crimes task force

Miami Police Department 1993 – 1999

Member of the drug unit, SRT team, Violent Gang unit,

Midnight patrol officer

Education

1993 – Broward Police Academy

1992 – Broward EMT Training

1992 - Broward Fire Academy

1988 – 1992 – University of Miami Degree in Criminal Justice

James Schuette

- Director of Operations
- Veteran, United States Navy

Director of Operations

Summary of Qualifications:

8 Years of being in a supervisor role. Supervised and lead countless military operations as well as security assignments. Managed staffs of 100+. I have obtained numerous certifications in the fields of Military leadership, special warfare, underwater demolition, and Combat systems, Search and Rescue, Damage Control, Crowd Control. All of this training allows me to be a confident and reliable security professional. Three Navy commendation medals, meritorious service award, combat action, overseas service.

Work Experience:

Director of Operations March 2006 – present

James Alan Security

Supervise all operations for James Alan Security

Design, structure and implement training programs

Manage 100+ guards and supervisors in 6 states

Consistently improve the overall operation of the security staff

Direct representative to accounts

Syberg's Restaurant January 2003 – March 2006

General Manager for a large restaurant, banquet center, bar and night club.

Supervised staff of 80 in hospitality industry

Overall responsibility for all aspects of business

95% retention rate for staff in a high turnover field

Developed training and policy and procedures for company

United States Navy July 1998 - 2003

Combat systems supervisor

Boarding Search and Seizure leader

Search and Rescue swimmer

Combat and Damage Control Training Team Leader

Diver

Member of Security Alert force

Education

2000 – 2002 – University of Phoenix

Associates Degree Business

1994 - 1998 - St. Mary's High School

A.2 Contact

James Schuette, Company Director of Operations - see resume above

Direct: (314) 606-4432

Email: jim@jasecurityagency.com

A.3 Corporate History

James Alan Security & Investigations agency was started in 2003 by James Anterio in Orlando, FL, where our corporate office is located today. James is prior Miami Law enforcement (10+ years of service) and always had a vision, and passion for serving the safety, and security needs of others. This is best portrayed by his commitment to providing the most highly trained, professional, and most importantly, customer service oriented security personnel.

James Alan Security & Investigations first began providing services to private communities, and the Hospitality industry. We were quickly recognized for our high level of service, and management response, and soon contracted by fortune five hundred giant AT&T at the local level. In the wake of Hurricane Katrina we were asked by our client to respond to the biggest disaster area in our nations' history. We responded with over 200 officers and supervisors and protected over a half a billion dollars worth of assets. We were soon recognized and asked to

"During these times in America today, when security has taken the spotlight, James Alan Security is diligent and takes their responsibilities to their business partners very seriously. JAS goes above and beyond the "call of duty" when confronted with unexpected difficulties or situations.

Denny Taff C.S.A – Corporate Director of Security

expand our efforts and handle all of AT&T's contract security needs nationwide. We quickly realized the need for a company that valued training, and customer service was apparent. We currently handle over 100 properties, and continue to be a leader, and trendsetter in the contract security industry.

Our capability has demonstrated a successful experience in providing comprehensive multifunctional security support for all protective force requirements, will ensure the Customer/Client, personnel, assets, and materials are secure and safeguarded from loss, misuse, and internal and external threats at all times. JAS has demonstrated protective force and technical security support experience with numerous Government agencies and Private industry. This hands-on experience has provided JAS with valuable lessons learned and best practices, which are applied to safeguard and secure the Customer/Client. JAS is one of the leading small businesses in the protective force industry and has been recognized for our expertise.

JAS provides the following services: Protective Force Management & Training (uniformed armed and unarmed guard service); Material, Control & Accountability; Physical Security; Digital Video Security Systems (CCTV and wireless); Scheduling & Operating Procedures; Security Assessment; Safeguards and Security Training Program; and OPSEC Support to the Customer/Client.

<u>Personnel</u>: Armed/Unarmed Security – Our Armed security staff (uniformed and plain clothes) is comprised of licensed, insured and certified professionals. Our officers average more than ten years of law enforcement, military, or corporate security experience. Our Officers are extensively trained in the use of lethal and non-lethal weapons and are required to qualify with their weapons more often than most police officers. Our Officers are trained in the judicious use of force, including Management of Aggressive Behavior, conflict de-escalation techniques, passive restraint and defensive techniques. Most of our Officers are certified in the use of chemical agents, such as OC "Pepper" spray, impact weapons and restraining devices.

<u>Security Posts</u>: We implement proactive quality assurance and process enhancement programs to constantly assess and improve operational conduct at security posts. Our approach reduces complacency and leverages continuing officer work interest and pride. We routinely conduct supervisory spot checks and random inspections to ensure procedural compliance and optimal security vigilance. Our continuous performance improvement program ensures that the exterior and interior of facilities, grounds, and assets are secure and safeguarded through mobile and stationary guard post staffing.

Planning: We develop site-specific Technical Work Plans and response mechanisms for each customer, not a "boiler plate" security model that may not address site requirements. Our Security Assessment Team routinely works with the customer to probe every aspect of their operation and prepares a comprehensive security assessments and procedural change implementation programs. As directed by the customer, we integrate operational plans with other local, state and national enforcement agencies. Our operational planning activities are based upon threat assessment, threat mitigation techniques, customer and legal limitations. Our approach by to security assessment identified several security deficiencies at the FEMA Region IV Federal Regional Center. We helped to develop essential procedures to correct these deficiencies and safeguard the Center.

<u>Property</u>: In accordance with established physical protection measures, JAS will ensure the Customer/Client property and information are protected at all times and that modifications to the Physical Security Plans will be prepared, implemented, and monitored as approved by the Customer/Client. Routine property management activities include implementation of suspense systems and changing combinations on security containers and vaults to prevent the compromise of sensitive information.

Routine: JAS's management team employs an approach to leadership that ensures operational competence and expertise are pervasive at all levels of security services. This permits seamless guard force operations in the temporary absence of management or supervisory personnel. Our standard operating procedures (SOPs) provide the basis for all operations and contingency actions and are modified as necessary to include specific customer requirements. All SOPs and directives are made available to security personnel at their work locations or supervisory personnel locations as feasible to ensure ready access to the latest policies and procedures are followed at all times. Management and supervisory security personnel are actively involved in all aspects of the protective workforce, and they implement our quality assurance program which includes scheduled and random security checks. We emphasize guard force appearance and demeanor to ensure recognition and authority necessary to security enforcement.

<u>Training</u>: JAS uses best practices from U.S. military special operations; federal, state, and local law enforcement; and private security organizations to tailor training standards to exact customer needs and regulatory requirements. Our training regimen undergoes formal periodic review and updates as necessary to ensure currency with applicable standards, laws, regulations, and guidance. We emphasize tailored, standardized training to ensure that service delivery is of high quality and repeatable and includes use of force, management of aggressive behavior, defensive tactics, weapons of mass destruction, terrorism awareness, CPR, First Aid, AED, lethal weapons certification, and firearms qualification. We use certified instructors and trainers to permit crosstraining at the instructor level and minimize the risk of losing specific knowledge base or operational readiness. Training is provided at all levels to include formal training, refresher training, shift training discussions, and spot training as necessary.

<u>Scheduling and Operating Procedures</u>: Our protective force standard operating procedures and work plans outline minimum personnel assignments by security post location and work shift. This information, in addition to any modifications necessary to ensure response to threat contingencies, will be made available to the inspector and supervisors at all times. Any and all location-specific instructions will be documented and communicated to the protective force at the beginning of each work shift or during each "watch" as necessary. The protective force will be aware of any potential security threats when and where identified at all times.

<u>Continuity of Services</u>: JAS ensures continuity of services beginning on day one of our contract/event. To accomplish this we begin internal pre-planning even before contract award so all people, processes, and products are in place, thereby ensuring customer confidence and efficient operations.

<u>Pre-Employment Personnel Screening</u>: JAS provides a comprehensive Human Reliability Program (HRP) that includes pre-employment screening. Our HRP is designed to reduce personnel risk, increase productivity through employee well being, and reduce operational costs.

Miscellaneous: JAS has provided general and program-specific support services on nearly all of our contracts. We are accustomed to "doing whatever it takes to get the job done" often with short notice and deadlines. Our staff is versed in all aspects of administrative support to include the use of computers and technology, communications devices, office equipment, graphics production, desktop publishing, document production, conference planning, travel planning, and other support functions. We will be available to meet the miscellaneous support need of the Customer/Client security services.

A.4 Clients

Lodging Hospitality Management

Denny Taff C.S.A – Corporate Director of Security

Former Commander St. Louis Metropolitan Police (25 yrs)

Phone – (314)683-2334

Hilton Worldwide

Hilton Worldwide

Lynne T. Sienon, CPP, CLSD – Safety & Security Mgr.

Phone – (407)496-6484

♣ AT&T

Sandi Minichiello - Director of South East Operations

Phone - (404)713-5559

A.5 Banks

1. Name:

Regions Bank

Branch:

St. Louis, MO

Address:

5600 S. Lindbergh blvd. St. Louis, MO 63123

Account Number:

8220270378

Contact:

Chris Kunze – Branch Manager (314)849-5700 ext. 237

A.6 Previous Experience

JAS brings experience that directly applies to this contract. This experience will contribute immensely to the success of the contract's mission. JAS has demonstrated Government and Commercial experience in all the standard protective force services elements. We have the ability to quickly respond to increased security service demands or meet contingency/surge operations. Our experience has provided with no disruption to conduct of operations or security breaches. Conversely, we have identified potential security concerns, brought them to the attention of our customers, and developed and implemented new policies, procedures, and plans that prevented security breaches before they occurred.

JAS has demonstrated a history of performance on relevant contracts of similar scope, size, and complexity in performing work suitable for this requirement.

- Hilton
- AT&T
- Lodging Hospitality Management (LHM)

	Number of Personnel	Number of Sites	Duration of the Effort (In Yrs)	Transition Period (days)	Stringent Use of SOPs	Clearance Required	Armed Security Personnel	Medical & Physical Requirements	Pre-Employment Screening	Detailed Training Requirements	Re-Certification Training	On-Site Management & Supervision
Hilton	52	3	2	10	√			✓	√	✓	√	√
AT&T	340	250	5	45	1	√	✓	√	✓	√	√	✓
LHM	22	11	3	10	1		√	√	/	1	✓	

A.7 Critical Factors

All security services performed shall comply with the State and FDLE requirements and shall be coordinated with the City of Key West Police Department. Where applicable, the security services shall be in compliance with the City of Key West Security Plan or as designated by the director of Port Operations for the City of Key West.

A.8 General Liability

Workers' Compensation Insurance: Statutory – in compliance with the Compensation law of the State of Florida. The coverage must include Employer's Liability with a limit of One Million (\$1,000,000.00) Dollars each accident.

Comprehensive General Liability: Coverage shall have minimum limits of \$1,000,000.00 each occurrence/\$2,000,000.00. General Aggregate/\$1,000,000.00 products/completed operations, Combined Single Limit for Bodily Injury Liability and Property Damage liability, this shall include Premises and/or Broad Form Property Damage, Contractual Liability endorsement and there should be no XCU exclusion in the policy.

Business Auto Liability: Coverage shall have minimum limits of \$1,000,000.00 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, hired and Non-Owned Vehicles and Employee Non-Ownership.

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B PERSONNEL

B.1

JAS is experienced in all aspects of the protective force management and training. We routinely provide unarmed and armed uniformed security guard services for commercial sites. We also possess extensive experience managing and maintaining high-level security for high-risk facilities. JAS has trained and provided large numbers qualified protective force members and have received accolades from a member of the staff they worked with.

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". State of Florida Class D Security License is required for all security personnel. TWIC Badging is required by at least one security personnel per shift at the Outer Mole.

B.2 Proper Coverage

JAS shall have permanent representation of supervisory capacity residing in the City of Key West or Monroe County, and shall also have the ability, on short notice, to provide for additional security needs within a minimum 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. JAS will maintain a 24-hour cell phone/office contact number with a supervisor.

- At least one of the security personnel for each shift at the Outer Mole must have obtained a TWIC badge
- The Contractor shall have permanent representation of supervisory capacity residing in the City of Key West or Monroe County, and shall also have the ability, on short notice, to provide for additional security needs within a minimum 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.
- At certain times ships may stay longer then scheduled. Contractor must be able to maintain required security personnel for those additional hours with little or no notice.
- All security services performed shall comply with State and FDLE requirements and shall be coordinated with the City of Key West Police Department. Where applicable, the security services shall be in compliance with the City of Key West Port Security Plan or as designated by the Director of Port Operations for the City of Key West.

Uniformed security services shall be provided for security checkpoints at each dock/terminal when cruise ship/ferry boat are in port or as roving security for Key West Bight and City Marina, as outlined below:

- 1. Key West Bight/Key West Bight Ferry Terminal: Hours to be covered
 - Monday thru Friday4:00 P.M.-7:00 A.M.
 - Saturday-Sunday (2 hour overlap requires two security guards)
 9:00 A.M. 6:00 P.M.
 4:00 P.M. 9:00 A.M.
- 2. City Marina: Hours to be covered
 - Monday thru Sunday 8:00 P.M.-6:00 A.M.
- 3. Mallory Square: Requires two (2) guards for nine (9) hour shifts each
 - Port Calls July-September 2010: 0
 - Port Calls October 2010-September 2011: 47
- 4. Outer Mole: Requires five (5) guards for nine (9) hour shifts each
 - Port Calls July-September 2010: 22
 - Port Calls October 2010-September 2011: 111

C FINANCIAL

C.1

Mallory Square

Hourly Rate \$18.50 per security personnel In Words: Eighteen dollars and fifty cents.

Outer Mole at the Truman Waterfront

Hourly Rate \$18.50 per security personnel In Words: Eighteen dollars and fifty cents.

Key West Bight Ferry Terminal

Hourly Rate \$18.50 per security personnel In Words: Eighteen dollars and fifty cents.

Key West Bight

Hourly Rate \$18.50 per security personnel In Words: Eighteen dollars and fifty cents.

City Marina

Hourly Rate \$18.50 per security personnel In Words: Eighteen dollars and fifty cents.

C.2 Subcontractor Use

JAS plans to use NO sub-contractors for the performance of this contract.

D OTHER CONSIDERATIONS

D.1 Length of Contract

This Agreement is for a term of three (3) years from the date this Agreement is executed by both parties. The City will allow an annual CPI-U (for Miami/Ft. Lauderdale) increase beginning on the date if the signed Agreement. The parties 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 CONTRACTOR and by the City Manager, 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.

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

BID

To:

The City of Key West

Address:

525 Angela Street, Key West, Florida 33040

Project Title:

SECURITY SERVICES: CITY OF KEY WEST PORT OPERATIONS, KEY

WEST BIGHT, CITY MARINA

Project:

ITB #10-011

BIDDER'S INFORMATION

James Alan Security + Investigations, Inc. 4167 Crescent Drive, Suite 103 Company Name:

Address:

St. Louis MD 63129

Contact Name:

Jim Schuette

Email:

im@jasecurityagency.com

Telephone:

(314) 606-4432

Fax:

386-7055

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 work, that he/she has personally inspected the work areas, that he/she has satisfied himself/herself as to the personnel needed, and conditions of work involved, including the fact that the description of the work and materials, as included herein, is brief and is intended only to indicate the general nature of the work.

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: James Alan Security	will not use	sub contractors	
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.

19

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

PROJECT ITB #10-011: SECURITY SERVICES: CITY OF KEY WEST PORT OPERATIONS, KEY WEST BIGHT, CITY MARINA

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. 10-011 for The City of Key West - Port Operations
2.	This sworn statement is submitted by <u>James Alan Security & Investigations</u> , Inc. (Name of entity submitting sworn statement)
	whose business address is 4167 Crescent Drive, Suite 103 St. Louis Mo 63129 and (if applicable) its Federal Employer Identification Number (FEIN) is 51-05033 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.)
3.	My name is <u>James Anterio</u> 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), <u>Florida Statutes</u>, 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(l)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication 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 t 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 no 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. Them has been a subsequent proceeding before a hearing officer of the Sate 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) 9.2-2010							
	(Date)							
STATE	of Missouri of St. Louis							
COUNT	TY OF ST. LOUIS							
	NALLY APPEARED BEFORE ME, the undersigned authority,							
Jam	(Name of individual signing) who, after first being sworn by me, affixed his/her signature in the							
space pi	rovided above on this <u>2nd</u> day of <u>August</u> , 2010.							
Му соп	rovided above on this 2nd day of August, 2010. numission expires: 2/28/2014 Tathurun N. Anstry NOTARY PUBLIC							

KATHERINE N. ANSTEY Notary Public - Notary Seal State of Missouri Commissioned for St. Louis City My Commission Expires: February 28, 2014 Commission Number: 10941714

ANTI-KICKBACK AFFIDAVIT

PROJECT ITB #10-011: SECURITY SERVICES: CITY OF KEY WEST PORT OPERATIONS, KEY WEST BIGHT, CITY MARINA
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.
KATHERINE N. ANSTEY Notary Public - Notary Seal State of Missouri Commissioned for St. Louis City My Commission Expires: February 28, 2014 Commission Number: 10941714
Sworn and subscribed before me this
<u>2nd</u> day of <u>August</u> , 2010.
NOTARY PUBLIC, State of Florida at Large
My Commission Expires: <u>2/28/2014</u>

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
James Anterio	President
Jim Schuette	Vice President
If Corporation	
IN WITNESS WHEREOF the undersign and its seal a ffixed the instant was the instant was the instant with a seal of the instant with a seal of the instant of the instant of the instant was the instant with a seal of the instant was the instant with a seal of the instant with a seal of the instant with a seal of the instant was the instant with a seal of the instant was the instant with a seal of the instant with a seal of the instant with a seal of the instant was the instant with a seal of the instant w	ned corporation has caused this instrument to be executed officers this <u>and</u> day of <u>August</u> , 2010.
Name of Corporation James Han	Security + Investigations, Inc.
By: James Anterio	
Title: President	
Attest:	
Secretary	
If Sole Proprietor or Partnership	
IN WITNESS hereto the undersigned ha 2010.	s set his/her/its hand this <u>2nd</u> day of Migust
Signature of Bidder	
Title	

AGREEMENT FOR 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 525 Angela Street, Key West, Florida 33040 (hereinafter referred to as "CITY") and James Alan Security

corporation, whose address is HIBT Crescent Dr. Suite 103 St. Louis MD 63129 (hereinafter CONTRACTOR.)

WITNESSETH:

WHEREAS, the CITY by Resolution No. <u>ib-Dil</u>, accepted the bid of CONTRACTOR to provide security services to CITY; and

WHEREAS, the parties agree as follows:

- CONTRACTOR shall provide security services to CITY of Key West owned, operated, or leased properties including, but not limited to Key West Bight, Key West Bight Ferry Terminal, City Marina, Mallory Square, and the Outer Mole at the Truman Waterfront property as described in the bid specifications or modifications thereto contained in IB #10-011, 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". State of Florida Class D Security License is required for all security personnel. TWIC Badging is required by at least one security personnel per shift at the Outer Mole.
- 4. In consideration of the performance of the services as set forth in IB #010-011, the City agrees to pay to the CONTRACTOR the hourly prices, as outlined in the Bid Form in accordance with IB #10-011, or as otherwise herein provided.
- 5. The CONTRACTOR shall have permanent representation of supervisory capacity residing in the City of Key West or Monroe County, and shall also have the ability, on short notice, to provide for additional security needs within a minimum 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

- 6. CONTRACTOR will maintain a 24-hour cell phone/office contact number with a supervisor.
- 7. At certain times ships may stay longer then scheduled. CONTRACTOR must be able to maintain required security personnel for those additional hours with little or no notice.
- 8. All security services performed shall comply with the State and FDLE requirements and shall be coordinated with the City of Key West Police Department. Where applicable, the security services shall be in compliance with the City of Key West Security Plan or as designated by the director of Port Operations for the City of Key West.
- 9. The City's intent is to implement a penalty clause that will begin 60 days after inception of service. After such time, should the contractor be unable to provide the required services as described in the contract and related bid documents, then the City may provide services using alternative resources. Subsequently, after two service infractions within three months, or three in any six-month period, the City will charge back to the vendor an hourly rate of \$35/hour for actual hours worked by City of Key West Police, to cure contractor service deficiencies. The City will serve notice to the Contractor of infractions and its intent to implement the penalty clause. Notwithstanding the provisions of paragraphs 17 & 18, the City will endeavor to allow the Contractor a reasonable tolerance to correct such deficiencies, without compromising the security plan, before implementing alternatives. The contractor will be responsible for these additional costs and such cost will be deducted from payments owed contractor. The City will notify the Contractor in writing its agent(s) designated to administer compliance with this provision.
- 10. CONTRACTOR must notified the CITY the day prior to the day when CONTRACTOR has insufficient guards to cover required security services.
- 11. All CONTRACTOR security personnel must be proficient in speaking and reading English.
- 12. All CONTRACTOR security personnel must wear a company issued uniform approved by the City and must be maintain a professional appearance at all times.
- 13. The CITY may require CONTRACTOR security personnel to seek a Port Security Classification once available from the State of Florida. Certification will be obtained at the expense of the CONTRACTOR.
- 14. CITY shall pay CONTRACTOR within forty-five (45) days from the date of receipt of a correct and approved written invoice for payment.
- 15. CONTRACTOR shall carry the following insurance:

Workers' Compensation Insurance: Statutory – in compliance with the Compensation law of the State of Florida. The coverage must include Employer's Liability with a limit of One Million (\$1,000,000.00) Dollars each accident.

Comprehensive General Liability: Coverage shall have minimum limits of \$1,000,000.00 each occurrence/\$2,000,000.00. General Aggregate/\$1,000,000.00 products/completed operations, Combined Single Limit for Bodily Injury Liability and Property Damage liability, this shall include Premises and/or Broad Form Property Damage, Contractual Liability endorsement and there should be no XCU exclusion in the policy.

Business Auto Liability: Coverage shall have minimum limits of \$1,000,000.00 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, hired and Non-Owned Vehicles and Employee Non-Ownership.

16. 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. Nothing herein is intended to waive the sovereign immunity afforded to CITY pursuant to Florida law, including section 768.28, Florida Statutes.

This indemnification shall survive the expiration or termination of this Agreement. In the event that any action or proceeding is brought against the CITY by reason of such claim or demand, CONTRACTOR shall, upon written notice from the CITY, resist and defend such action or proceeding by counsel satisfactory to the CITY. The CONTRACTOR shall defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the CITY's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the CITY whether performed by CONTRACTOR, or by persons employed or used by CONTRACTOR.

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.

- 17. This Agreement is for a term of three (3) years from the date this Agreement is executed by both parties. The City will allow an annual CPI-U (for Miami/Ft. Lauderdale) increase beginning on the date if the signed Agreement. The parties 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 CONTRACTOR and by the City Manager, 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.
- 18. City shall have the right to terminate this contract with or without cause upon fourteen (14) calendar days written notice to CONTRACTOR. CONTRACTOR shall have the

- right to terminate this Agreement with or without cause upon ninety (90) calendar days written notice to City.
- 19. Multiple tardiness and/or failure to show up for shifts by CONTRACTOR security personnel may result in termination of this Agreement contract or CONTRACTOR may be required to remove that security personnel from any City of Key West security detail. Final decisions in this matter will the KWPD/authorized City representative.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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

James Alan Security vinvestigations, 1 4167 Crescent Dr. Suite 103 St. Laus Mo 63129

SIGNATURE PAGE FOR AGREEMENT FOR SECURITY SERVICES

IN WITNES	S WHEREOF,	we, the	parties	hereto,	each	herewith	subscribe	the	same,	this
d	ay of	2	010.							
Attest:				(City of Ke	y West, Flo	orida			
Cheryl Smith	ı, City Clerk		-]	Ву:	Jim Scholl	, City Man	ager	AMELOGOPOLY COS	
					Ву:(5			_

State of Florida Department of State

I certify from the records of this office that JAMES ALAN SECURITY & INVESTIGATIONS, INC. is a corporation organized under the laws of the State of Florida, filed on April 21, 2004.

The document number of this corporation is P04000066089.

I further certify that said corporation has paid all fees due this office through December 31, 2009, that its most recent annual report was filed on March 9, 2009, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Thirtieth day of July, 2009

Secretary of State



Authentication ID: 700159088107-073009-P04000066089

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

https://efile.sunbiz.org/certauthver.html

FLORIDA DEPARTIMENT OF AGRICULTURE AND CONSUMER SERVICES CHARLES H. BRONSON COMMISSIONER DIVISION OF LICENSING

- (17 -(3) -(4)

ISSUE DATE: 02/23/08

LICENSE NO. B 2400106

THE AGENCY OR SCHOOL NAMED BELOW IS LICENCED AND REGULATED UNDER THE PROVISIONS OF CHAPTER 493, FLORIDA STATUTES, FOR THE PERIOD EXPIRING OCTOBER 26, 2010

SECURITY AGENCY

JAMES ALAN SECURITY & INVESTIGATIONS AGENCY 2721 WILD TAMARIND BLVD. ORLANDO, FL 32828

ANTERIO, JAMES A. PRESIDENT CHAILES H. BRONSON
CHARLES H. BRONSON
COMMISSIONER



