

# Meeting Minutes

6/19/2015

2:00 PM

SRQ MEDIA ROOM

Meeting Called By	Barney Kavanagh, Senior Procurement Specialist
Type Of Meeting	Initial Evaluation Meeting
Title of Item	RFP # 15-33BK: School Crossing Guards
Close Date or Clear	Friday, June 19, 2015
Name of Meeting Facilitator	Barney Kavanagh
Timekeeper	Barney Kavanagh
List Of Attendees	See attached sign-in sheet in bid folder

## Summary Of Discussion

Conducted initial evaluation meeting. Committee members discussed each proposal. Each member gave a review of their findings and critique of critical areas for each vendor. Discussion was given on how to proceed with the solicitation.

### **Actions Taken:**

Scoring and Rank Conducted at the Meeting: ☒

Short list was created: ☐ (See Scoring Sheet for selected Short List)

Number of vendors short listed: Enter number here.

Redo Solicitation: ☐ (Cancellation notice will be issued)

Vendor selected: ☒ (No interviews will be conducted-non CCNA only)

### Additional Evaluation

Meeting Needed: ☐ (Additional information or consideration is needed)

CCNA less than 3 proposers: ☐ option to close initial meeting, move to re-assemble Evaluation Committee to interview, score & rank ALL proposals.

## Conclusions

Meeting was recorded and is available on CD or through electronic means.  
Evaluation Committee decided to award outright to #1 selection of two proposers.

Action Items	Person Responsible	Deadline
Subject to City Commission approval.	Barney Kavanagh	08/17/15

MINUTES #1

Verification of Meeting

Signature

Evaluation No: Eval1

Vendor Number	Member Number	Total Points:	Ranking
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Vendor1	Member1	62.96	2
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	Member3	58.96	2
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	Member4	59.96	2
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	Member5	71.96	2
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Vendor Number	Member Number	Total Points:	Ranking
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Vendor2	Member1	73	1
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	Member3	70	1
--	---------	----	---

	Member4	63	1
--	---------	----	---

	Member5	76	1
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Vendor1 OSA Global, LLC

Vendor2 Action Labor of Florida, LLC

Vender Number	Total From Rankings	Overall Ranking
Vendor2	4	1
Vendor1	8	2

Enter by Sign: Barney Kavanagh Print Name BARNEY KAVANAGHTitle: SR. PROCUREMENT SPECIALISTVerified by Sign: DW Boswell Print Name David W. Boswell

Bryan Graham

Max Pts	Category	OSA Global, LLC	Action Labor of Florida, LLC
15	Category 1	9	12
15	Category 2	8	8
10	Category 3	10	10
20	Category 4	12	16
5	Category 5	0	0
10	Category 6	0	0
25	Category 7	23.96	25
100	Total Score	62.96	71
	Ranking	2	1

Tim Bales

Max Pts	Category	OSA Global, LLC	Action Labor of Florida, LLC
15	Category 1	9	12
15	Category 2	8	8
10	Category 3	8	10
20	Category 4	10	15
5	Category 5	0	0
10	Category 6	0	0
25	Category 7	23.96	25
100	Total Score	58.96	70
	Ranking	2	1

April Bryan

Max Pts	Category	OSA Global, LLC	Action Labor of Florida, LLC
15	Category 1	12	12
15	Category 2	6	8
10	Category 3	8	6
20	Category 4	10	12
5	Category 5	0	0
10	Category 6	0	0
25	Category 7	23.96	25
100	Total Score	59.96	63
	Ranking	2	1



David Flatt

Max Pts	Category	OSA Global, LLC	Action Labor of Florida, LLC
15	Category 1	10	14
15	Category 2	10	14
10	Category 3	10	5
20	Category 4	18	18
5	Category 5	0	0
10	Category 6	0	0
25	Category 7	23.96	25
100	Total Score	71.96	76
	Ranking	2	1

Final Summary of Ranking

Category	OSA Global, LLC	Action Labor of Florida, LLC
Bryan Graham	2	1
Tim Bales	2	1
April Bryan	2	1
David Flatt	2	1
Total Score	8	4
Ranking	2	1

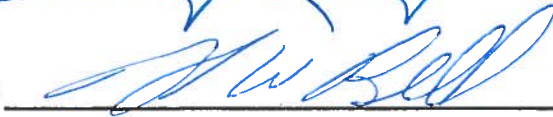
Entered by:



BARNEY KAVANAGH 6/19/15

Sign

Verified by:



DAVID BOSWELL 6-22-15

Sign



# Final Scoring Report Package

# Summary Scoring by Category for RFP # 15-33 Evaluation No: Eval1

## Categories

Vendor Number	Member Number	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5	Cat 6	Cat 7	Cat 8	Total Points:	Ranking
Vendor1	Member1	9	8	10	12	0	0	23.96	0	62.96	2
	Member3	9	8	8	10	0	0	23.96	0	58.96	2
	Member4	12	6	8	10	0	0	23.96	0	59.96	2
	Member5	10	10	10	18	0	0	23.96	0	71.96	2
Ranking Totals:										8	

## Categories

Vendor Number	Member Number	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5	Cat 6	Cat 7	Cat 8	Total Points:	Ranking
Vendor2	Member1	12	8	12	16	0	0	25	0	73	1
	Member3	12	8	10	15	0	0	25	0	70	1
	Member4	12	8	6	12	0	0	25	0	63	1
	Member5	14	14	5	18	0	0	25	0	76	1
Ranking Totals:										4	

# Summary Scoring by Category for RFP # 15-33 Evaluation No: Eval1

Summary by Member

Scoring Summary by Member for RFP # 15-33 Evaluation No: Eval1										
Member Number	Vendor Number	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5	Cat 6	Cat 7	Cat 8	Points Rank
Member1	Vendor1	9	8	10	12	0	0	23.96	0	62.96 2
	Vendor2	12	8	12	16	0	0	25	0	73 1
Member Number	Vendor Number	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5	Cat 6	Cat 7	Cat 8	Points Rank
Member3	Vendor1	9	8	8	10	0	0	23.96	0	58.96 2
	Vendor2	12	8	10	15	0	0	25	0	70 1
Member Number	Vendor Number	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5	Cat 6	Cat 7	Cat 8	Points Rank
Member4	Vendor1	12	6	8	10	0	0	23.96	0	59.96 2
	Vendor2	12	8	6	12	0	0	25	0	63 1
Member Number	Vendor Number	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5	Cat 6	Cat 7	Cat 8	Points Rank
Member5	Vendor1	10	10	10	18	0	0	23.96	0	71.96 2
	Vendor2	14	14	5	18	0	0	25	0	76 1



Committee Member List	
1	Graham, Bryan
Member2	Shoemaker, Steve
Member3	Bales, Tim
Member4	Bryan, April
Member5	Flatt, David

Final Ranking Summary

Vendor Number	Total From Rankings	Overall Ranking
Vendor2	4	1
Vendor1	8	2

Vendor List	
Vendor1	OSA Global, LLC
Vendor2	Action Labor of Florida, LLC

Enter by Sign: *Tamara Kavanagh* Print Name Tamara Kavanagh  
Title: *Sr. Procurement Officer*  
Verified by Sign: *David Baswell* Print Name David Baswell



**City of Sarasota**  
**MEMBER EVALUATION SCORING SHEET**

*For*  
**15-33BK, School Crossing Guard Services**  
**Number of scoring sheets. Sheet 1 of 1**

<b>Proposer #1</b>	OSA Global, LLC
<b>Proposer #2</b>	Action Labor of Florida, LLC

EVALUATION FACTORS		PROPOSER				
		# 1	# 2			
<b>1. Qualifications of Company</b>	<b>15</b>	9	12			
<b>2. Personnel</b>	<b>15</b>	8	8			
<b>3. Services/References</b>	<b>10</b>	10	10			
<b>4. Proposal Requirements</b>	<b>20</b>	12	16			
<b>5. State Certified Minority Business Enterprise.</b>	<b>5</b>	-0-	-0-			
<b>6. Office location</b>	<b>10</b>	-0-	-0-			
<b>7. Pricing</b>	<b>25</b>	23.96	25.00			
<b>Total Points Scored</b>	<b>100</b>	6296	71.00			
<b>Ranking</b>		2	1			

**Committee Member:** (print name) Bryan Graham

Initials 

**Signature:** 

**Date:** 6/19/2015

**Summary by:** 

**Date:** 6/19/15

**Note:** This form is to be completed by each member of the selection committee.

**Committee Member Number: 1**

**City of Sarasota**  
**MEMBER EVALUATION SCORING SHEET**

*For*  
**15-33BK, School Crossing Guard Services**  
**Number of scoring sheets. Sheet 1 of 1**

<b>Proposer #1</b>	OSA Global, LLC
<b>Proposer #2</b>	Action Labor of Florida, LLC

EVALUATION FACTORS		PROPOSER				
		# 1	# 2			
1. Qualifications of Company	15	9	12			
2. Personnel	15	8	8			
3. Services/References	10	8	10			
4. Proposal Requirements	20	10	15			
5. State Certified Minority Business Enterprise.	5	-0-	-0-			
6. Office location	10	-0-	-0-			
7. Pricing	25	23.96	25.00			
<b>Total Points Scored</b>	<b>100</b>	<b>58.96</b>	<b>70</b>			
<b>Ranking</b>		<b>2</b>	<b>1</b>			

**Committee Member:** (print name) Tim Bales Initials **TB**

**Signature:**  **1585** **Date:** 06/19/15

**Summary by:**  **Date:** 6/19/15

**Note:** This form is to be completed by each member of the selection committee.

**Committee Member Number: 3**

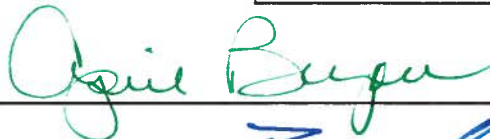
**City of Sarasota**  
**MEMBER EVALUATION SCORING SHEET**

*For*  
**15-33BK, School Crossing Guard Services**  
**Number of scoring sheets. Sheet 1 of 1**

<b>Proposer #1</b>	OSA Global, LLC
<b>Proposer #2</b>	Action Labor of Florida, LLC

EVALUATION FACTORS		PROPOSER				
		# 1	# 2			
1. Qualifications of Company	15	12	12			
2. Personnel	15	6	8			
3. Services/References	10	8	6			
4. Proposal Requirements	20	10	12			
5. State Certified Minority Business Enterprise.	5	-0-	-0-			
6. Office location	10	-0-	-0-			
7. Pricing	25	23.96	25.00			
<b>Total Points Scored</b>	<b>100</b>	<b>59.96</b>	<b>63</b>			
<b>Ranking</b>		<b>2</b>	<b>1</b>			

**Committee Member:** (print name) April Bryan Initials **AB**

**Signature:**  **Date:** 6/19/15

**Summary by:**  **Date:** 6/19/15

**Note:** This form is to be completed by each member of the selection committee.

**Committee Member Number: 4**



**City of Sarasota**  
**MEMBER EVALUATION SCORING SHEET**

*For*  
**15-33BK, School Crossing Guard Services**  
**Number of scoring sheets. Sheet 1 of 1**

<b>Proposer #1</b>	<b>OSA Global, LLC</b>
<b>Proposer #2</b>	<b>Action Labor of Florida, LLC</b>

<b>EVALUATION FACTORS</b>		<b>PROPOSER</b>				
		<b># 1</b>	<b># 2</b>			
<b>1. Qualifications of Company</b>	<b>15</b>	10	14			
<b>2. Personnel</b>	<b>15</b>	10	14			
<b>3. Services/References</b>	<b>10</b>	10	5			
<b>4. Proposal Requirements</b>	<b>20</b>	18	18			
<b>5. State Certified Minority Business Enterprise.</b>	<b>5</b>	-0-	-0-			
<b>6. Office location</b>	<b>10</b>	-0-	-0-			
<b>7. Pricing</b>	<b>25</b>	23.96	25.00			
<b>Total Points Scored</b>	<b>100</b>	71.96	76.00			
<b>Ranking</b>		2	1			

**Committee Member:** (print name) **David Flatt**

**Initials** **DF**

**Signature:**  **Date:** **6-19-2015**

**Summary by:**  **Date:** **6/19/15**

**Note:** This form is to be completed by each member of the selection committee.

**Committee Member Number: 5**

# INITIAL EVALUATION MEETING (SHORTLIST SCORING)

Meeting Sign - In Sheet

Solicitation Number: 15-33 BK

Solicitation Title: School Crossing Guards



Friday, June 19, 2015  
2:00:00 PM

Page \_\_\_\_ of \_\_\_\_

Buyer's Name and Title:

Barney Kavanagh

Senior Procurement Specialist

Name	Company or Department (if Applicable)	Address (Address, City, State, and Zip not needed for committee members)	City	State	Zip	Phone Or Extension	Email Address (not required for City Employees)	Public Comment (X)
Bryan Graham	POLICE	2099 ADAMS LN SARASOTA, FL 34237	SARASOTA	FL	34237	954-7022	bryan.graham@ sarasota.gov	
Tim Bales	Police	2099 ADAMS LN 1565 1ST ST. SAR. FL 34236	SARASOTA	FL	34237	366-5000	Tim.Bales@SarasotaGov.com	
BARNEY KAVANAGH	CITY - AVENUES	SAR. FL 34236				941-954 -4151	BARNEY.KAVANAGH@ C.SARASOTA.GOV.COM	
April Bryan	HR	111 ORANGE AVE SAR. 34236	SARASOTA			3745	April.Bryan@ SARASOTA.GOV	
David Flatt	Finance	City Hall					david.flatt@ Sarasota.gov	

If you request to speak all information is mandatory except company. Please include suite numbers in address. Please print clearly. By placing an X to provide public comment you acknowledge the following restrictions. 1. Comments will be limited to 3 minutes. 2. No questions and answers shall be permitted during public input. 3. Topic should be limited to the solicitation being discussed.



**Conflict of Interest State**  
**For City Employees serving as Evaluation**

*A city employee shall not participate in the City of Sarasota Procurement process of interest. The Procurement process includes, but is not limited to, review responses to Requests for Proposals, assisting in the creation of Request for Proposals, or any similar activity. A conflict of interest situation in which the city employee finds that his private or personal interest may be reviewed. Such situations further include those in which personal activities may compromise the judgment of said city employee in any professional activity or where the situation may appear to provide the potential for professional judgment to be compromised.*

*Employees also may not discuss any aspect of the Procurement process with any other committee member or proposing firms unless in the evaluation committee meeting. All discussion involving other committee members and proposing firms outside of a noticed public meeting must be through the Purchasing Manager or designee.*

*A City employee or City contracted employee will not be employed or contracted by any of the proposing firms or subcontractor firms.*

By signing your name below, you acknowledge that you are not employed by a proposing firm or subcontractor and will conform to the City of Sarasota employee conflict of interest policy as set forth in Administrative Regulation No. 037.A009.0709.

Date: 6/15/2015  
Name: Bryan Graham  
Signature: [Signature]

**RFP Number:** # 15-33BK: School Crossing Guard Services

Received by Purchasing staff on: 6.15.15 [Signature]

*BRYAN GRAHAM*  
*CORI STANNISH*  
*STEVE SHOEMAKER*  
*TIM BALES*  
*STACIE MASON*  
*DAVID FLATT*  
*APRIL BRYAN*





**Conflict of Interest Statement**  
**For City Employees serving as Evaluation Committee Members**

*A city employee shall not participate in the City of Sarasota Procurement process if that employee has a conflict of interest. The Procurement process includes, but is not limited to, serving on an evaluation committee to review responses to Requests for Proposals, assisting in the creation of the specifications to be included in a Request for Proposals, or any similar activity. A conflict of interest shall include, but not be limited to, any situation in which the city employee finds that his private or personal interests are involved in the matter to be reviewed. Such situations further include those in which personal and/or financial considerations may likely compromise the judgment of said city employee in any professional activity or where the situation may appear to provide the potential for professional judgment to be compromised.*

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Date: 6/8/15

Name: Steve Shoemaker

Signature: 

RFP Number: # 15-33BK: School Crossing Guard Services

Received by Purchasing staff on: 6.8.15 



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Date: 6/9/15  
Name: Tim Bales  
Signature: 

**RFP Number:** # 15-33BK: School Crossing Guard Services

Received by Purchasing staff on: 6.9.15 



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Date: 6/9/2015

Name: April Bryan

Signature: 

RFP Number: # 15-33BK: School Crossing Guard Services

Received by Purchasing staff on: 6.9.15 



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**For City Employees serving as Evaluation Committee Members**

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Date: 6-8-2015

Name: David Flatt

Signature: 

**RFP Number:** # 15-33BK: School Crossing Guard Services

Received by Purchasing staff on: 6.8.15 



June 09, 2015

## **Public Notice - Initial Evaluation Meeting**

**Solicitation Number: 15-33 BK**

**Solicitation Title School Crossing Guards**

**Solicitation Type: Request for Proposal-RFP**

**To: All Interested Proposers and to the General Public**

The City of Sarasota hereby notifies all interested proposers and the general public that the Evaluation Committee for this Request for Proposal will meet:

Date of Meeting: Friday, June 19, 2015

Time of Meeting: 2:00 PM

Location Name SRQ Media Room

Address: 1565 1st Street, Annex Building

City: Sarasota

State: FL Zip Code: 34236

The Committee will review and discuss all proposals received for this Request For Proposal. At the conclusion of this meeting, the Evaluation Committee may either recommend an award for these services or it may decide to short list proposers to return for presentations/discussions, unless the RFP is CCNA.

**If the RFP is CCNA then a minimum of 3 interviews/presentations are required, if less than 3 proposals are received then those proposals will be considered.**

Committee discussion phase of the meeting is open to the public. However, short-listed interviews/presentations portion are no longer open to the public unless it is beyond 30 days from the initial opening date. Public comments are limited to 3 minutes for each person prior to final evaluation or selection of a proposer(s). Please direct any questions, in writing to Mary G. Tucker, CPPO, FCPM.  
Email Address: [mary.tucker@sarasotagov.com](mailto:mary.tucker@sarasotagov.com) Fax: 941-954-4157

Mary G. Tucker, CPPO, FCPM  
Purchasing Manager





Tuesday, May 26, 2015

## RFP Received Record

Time Stamp: \_\_\_\_\_

Solicitation Number: 15-33 BK

Solicitation Title: School Crossing Guards

Buyer's Name and Title: \_\_\_\_\_

Barney Kavanagh

Senior Procurement Specialist

Tuesday, May 26, 2015 at 2:30 PM

Opened by: (check one)



Buyer

05-26-15P02:30 CFMD



Other: \_\_\_\_\_

Verified by: \_\_\_\_\_

Print Name

David W. Borwell

#	Company Name	#	Company Name
1	OSA Global, LLC	16	
2	Action Labor/Staffing Connection	17	
3		18	
4		19	
5		20	
6		21	
7		22	
8		23	
9		24	
10		25	
11		26	
12		27	
13		28	
14		29	
15		30	

BID OPEN



Solicitation number  
Title of Solicitation  
Open Date:

School Crossing Guard Services

05/26/15

	Same order as opening bid tab	1	2
Vendor Name	OSA GLOBAL, LLC	ACTION LABOR OF FLORIDA, LLC- STAFFING CONNECTION	
Local Address	8142 Indigo Ridge Terrace	624 Nottingham Boulevard	
City State Zip	University Parkway, FL 34201	West Palm Beach, FL 33405	
Phone	412-287-3108	954-776-3444	
Fax	941-896-3150	954-776-8476	
e-mail	MikeOrsini@MSN.com	Scott@StaffingConnection.com	
corporate address: Street	8142 Indigo Ridge Terrace	624 Nottingham Boulevard	
corporate address: City State	University Parkway, FL 34201	West Palm Beach, FL 33405	
All ADDENDUMS acknowledged			
Total Number issued :	2	1	2
Tax Payer Identification Number	27-1499426	65-1038622	
Notes:	address inn manatee county.		
<b>Notes:</b>			
Sanbiz.org: Active/Non-Active	active	active	
Year Incorporated	02/08/10	09/28/00	
Verify Address is the same as	Corporate	Local	
<b>FORMS</b>			
form 1 RFP Form/Bid form	included	included	
Form 2 Form 3A	included	included, n/a	
form 3 Non-collusive Affidavit	included	included, n/a	
form 4 Public Crimes Statement	included	included, n/a	
form 4a Alleged Negligence or Breach of Contract	included, n/a	included, n/a	
form 5 Drug Policy	included	included	
form 5a Scrutinized Companies List	included	included	
form 6 Local Vendor Certification	Non-Local	Non-Local	
Local Pref. used for ITB or Non-CCNA only			
Business Tax License	N/A	included, n/a	
Form 6b Employee residence CITY/COUNTY	included	included, n/a	
form 7 Minority Business Enterprise	included, n/a	included, n/a	
NOTE: Continuing Service do NOT count sub-contractors in minority %			
Minority verified	No	No	
RFP: Minority Point Value	N/A	N/A	
form 8 References Provided Form	included	included	
form 9 reference surveys	1	0	
form 10 bid label			
<b>DUE DILIGENCE</b>			
Print Search for Litigation/Law Suits	done	done	
google.com	none	none	
yahoo.com	none	none	
http://dockets.justia.com	none	none	
http://search.flcourts.org/texis/search	none	none	
Print General search for company name	done	done	
<b>Notes:</b>			
<b>Monetary Ranking or Point Value</b>			
Total Base Price	\$408,391.20	\$391,401.00	
Monetary Rank	2	1	
Is City Vendor within 5% of lowest	\$387,971.64	\$371,830.95	
Is County Vendor within 2% of lowest	\$400,223.38	\$383,572.98	
RFP: Point Value (Lowest/TTL Base*Pt Val)	23.96	25.00	
RFP Enter lowest price	\$391,401.00		
RFP Enter Point Value for price	25		
<b>REQUIREMENTS:</b>			
1. Preferred minimum 5 years experience	OK do not see where they have school crossing guard services. All security related.??	OK. "more than 13 years", that's all they do	
2. At least 5 other govt. client contracts providing similar services in scope and size	OK Security Service references include: City of Bradenton, Carlepe Mellon University Police, Oakmont Police Department, Mohawk Area School District, Mars Area School District, Penn Hills School District, Lawrence County DUI Program, Montour School District. Do not see statement(s) to that effect of School Crossing Guard experience. Will need to follow up. **see comments written to right column in copy of SOW included with proposal. It says "N/A". Need to confirm	School Crossing Guard services provided to: at least Lee County Sheriff, Ft. Myers Police Dept., Plantation Police Dept., Sarasota County, and City of Ft Myers	
3. include statement to offer position to existing school crossing guards	OK Do not see statement(s) to that effect. Will need to follow up.	statement made on page 1 of 4, Tab VI.	
4. guards trained and certified according to florida school crossing guard training guidelines	OK "39 employees have both Class "D" and "G" licenses (Security Officer Training licenses) and will receive the FL School Cross Guard Training for FDOT certification by "beginning of 2015 Fall start of school year"	on-going training and recertification programs already in place.	
<b>POST AWARD CHECK LIST</b>			
Insurance			
1. use "COI Request" form to request appropriate coverage			
2. Print AM Best rating certification each company			
General Liability	NEEDS REVIEW	NEEDS REVIEW	
Auto	NEEDS REVIEW	NEEDS REVIEW	
Workers Comp	NEEDS REVIEW	NEEDS REVIEW	
List Any Additional Ins. Required?			

see attached for update on OSA Global materials.

## RFP # 15-33BK: School Crossing Guard Services

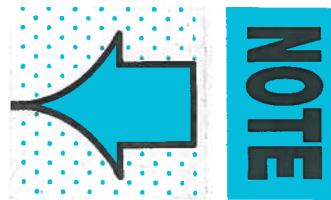
### VERIFICATIONS OF PRICING AMOUNTS

#### 1 ACTION LABOR OF FLORIDA

		HOURS	# EMPLOYEES	HOURL Y RATE	TOTAL COST
CROSSING GUARD	YR 1	360	18	\$ 17.25	\$ 111,780.00
	YR 2	360	18	\$ 17.60	\$ 114,048.00
	YR 3	360	18	\$ 17.60	\$ 114,048.00
SUPERVISOR	YR 1	900	1	\$ 18.85	\$ 16,965.00
	YR 2	900	1	\$ 19.20	\$ 17,280.00
	YR 3	900	1	\$ 19.20	\$ 17,280.00
GRAND TOTAL					<u>\$ 391,401.00</u>

#### 2 OSA GLOBAL, LLC

		HOURS	# EMPLOYEES	HOURL Y RATE	TOTAL COST
CROSSING GUARD	YR 1	360	18	\$ 18.08	\$ 117,158.40
	YR 2	360	18	\$ 18.08	\$ 117,158.40
	YR 3	360	18	\$ 18.08	\$ 117,158.40
SUPERVISOR	YR 1	900	1	\$ 21.08	\$ 18,972.00
	YR 2	900	1	\$ 21.08	\$ 18,972.00
	YR 3	900	1	\$ 21.08	\$ 18,972.00
GRAND TOTAL					<u>\$ 408,391.20</u>



**Additional Information received from OSA Global, LLC**

Email from B. Kavanagh to M. Orsini at OSA Global, dated 05-29-15. Responses and additional paperwork received 06-01-15, as indicated below and as attached.

(BK) "Good afternoon. I am going through reviewing the proposal your company submitted for these services. There are some observations/comments as well as questions that I wish to share with you."

- a. Bid Form #1 only shows acknowledgement of one addendum, there were two. Did you receive the second one? I will need you to resubmit a new form #1 with that information updated where appropriate. You can scan the completed copy and mail the original when ready.

**ANSWER:** We have revised the Bid Form#1 acknowledging receipt of addendum #2 and had notarized. Thank you for bringing that to our attention. I have attached a copy to this email and am sending out the original via mail today.

**\*\* Copy attached.**

- b. Please be sure to contact the references you indicated and to have them send a completed Form #9 to my attention, by fax or email. All of my contact information is found on that form. We ask for a minimum of three. You included letters of recommendation from both Pirate City and It Works. Please choose a couple of the other schools listed and have them return a completed Form #9 to me. Please. Thank You.

**ANSWER:** I have sent out RFP Response Forms to several of our clients and have requested that they complete and send directly to you.

**\*\* Two references have been included in the RFP proposal received.**

- c. It is not clear, to me, whether or not your company has a history of providing similar school crossing guard services. Does your company have such experience? There are a couple of places where mention is made of having provided "school security" but wonder if that is in reference to armed or unarmed guard services and not necessarily school crossing guard services. Please elaborate/clarify.

**ANSWER:** OSA Global has primarily provided armed and unarmed security for several school districts (such as Claremont, over the last 25 years with school crossing guard services being included when needed. However, it has not been the primary service of the company. We felt that being a local company employing local workers and having worked with school districts for so long, it would be a natural transition for us as a company to provide crossing guard services. Our instructor James C Jones (also the owner of Elite Fleet Academy) has already taken steps to become certified by the state to train crossing guards.

- d. Who would be the governmental references to whom you would have already provided school crossing guard services? You mention Mayor Wayne Poston, City of Bradenton. What services did you provide to the City of Bradenton? Perhaps you have other schools you have provided similar services?

**ANSWER:** As far as governmental accounts such as the City of Bradenton, providing crossing guard services has been within the scope of assisting people as such during events where we are also providing security. Some of these events include attendance upwards of 40 – 50 thousand visitors such as the Blues Festival and the Riverwalk Regatta to name a few.

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- f. The City of Sarasota will prepare a contract agreement for these services, for your review and approval (if awarded). We would not use the sample service agreement included in your proposal.

**ANSWER:** No comment given.

- g. There was one other requirement that I did not see addressed in your proposal. As found on page 81, Item 3.c "must offer position to existing employees. Prefer that company hire current school crossing guards. *Please include statement confirming as much*".

**ANSWER:** I just can't thank you enough. Please find attached a statement regarding OSA's hiring practices.

**\*\* Copy of statement is attached.**

**(closing remarks by OSA Global):** Barney, again thank you for the thoughtful effort you've put into this bidding process. It is our hope to gain the opportunity to work with the City of Sarasota and our friends and neighbors right here in the area. Please feel free to contact me directly if you have any other questions or I can be of assistance in any way.

*prepared by J. Harman*  
*6-1-15*

BACKUP  
TO

"A"

Form#1 - RFP Response Form

City of Sarasota  
RFP Response Form

Company Name: OSA Global LLC  
Date Submitted: May 26, 2015 RFP Deadline Date: May 26, 2015  
PROJECT IDENTIFICATION: RFP # 15-33BK  
RFP NAME: School Crossing Guard Services  
COMPANY NAME: OSA Global LLC  
NAME & TITLE: Michael A Orsini Owner/CEO  
(TYPED OR PRINTED)  
BUSINESS ADDRESS: (PHYSICAL) 8142 Indigo Ridge Terrace  
University Parkway, FL 34201  
CORPORATE OR MAILING ADDRESS: ☐ SAME AS PHYSICAL 2700 Highland Ave Ste 6  
**Address must match Sunbiz** New Castle, PA 16105  
E-MAIL ADDRESS: mikeorsini@msn.com  
PHONE NUMBER: 412-287-3108 FAX NUMBER: 941-896-3150

In submitting this proposal, Proposer makes all representations required by the Instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the RFP Documents and of the following addenda:

No. <u>1</u>	Dated: <u>May 5, 2015</u>	No. _____	Dated: _____
No. <u>2</u>	Dated: <u>May 20, 2015</u>	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____

City of Sarasota, Sarasota, Florida

The undersigned, as Proposer, hereby declares that no person or other persons other than the undersigned are interested in this Request for Proposal (RFP) as Principal, and that this RFP is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the specifications or scope of work for said service for the prices as listed on the city provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

Tax Payer Identification Number: \_\_\_\_\_

(1) Employer Identification Number -OR- (2) Social Security Number:

**\*\* The City of Sarasota collects your social security number for tax reporting purposes only**

**ALL BIDS MUST BE SIGNED, SEALED AND EXECUTED BY A CORPORATE AUTHORITY.**

Where Proposer is a Corporation, add:

**OSA Global LLC**

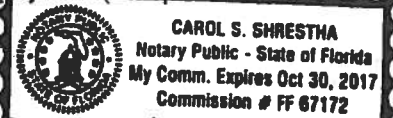
Authorized Proposer:

**Michael A Orsini**

Company Name (Printed on back)

Proposer: (Name printed or typed)

(Seal)



Authorized Signature and Proposer Title

*Michael A Orsini*

Attest:

*Carol S. Shrestha Oct 30 2017*

Secretary

Please submit a copy of your registration certificate establishing your firm as authorized to conduct business in the State of Florida, as provided by the Florida Department of State, Division of Corporations. Please refer to website: [www.sunbiz.org](http://www.sunbiz.org)





BACKUP  
TO

"G"

## **OSA Global Hiring Practices**

One of the fundamental ways OSA Global operates as a company whenever offering services to a client that already has existing employees performing those tasks, is to interview each employee, learn their status of certification, training and desires in wanting to continue on at that position.

Employees in good standing with that client and that have a history of reliable job performance are always offered employment with OSA Global as part of the transitional phase, to minimize work disruption and services to the client, while maximizing the effectiveness and reliability of those services. Employees who are otherwise in good standing and wish to continue working but do not have the necessary current certifications and/or training, are offered such through our company.

## Barney Kavanagh

---

**From:** Daryl <daryl@osaglobalsecurity.org>  
**Sent:** Monday, June 01, 2015 1:42 PM  
**To:** Barney Kavanagh  
**Subject:** RE: OSA Global proposal for school crossing guard services  
**Attachments:** OSA Hiring Practices.pdf

Barney

I just can't thank you enough. Please find attached a statement regarding OSA's hiring practices.

Best Regards,  
Daryl

---

**From:** Barney Kavanagh [<mailto:Barney.Kavanagh@sarasotagov.com>]  
**Sent:** Monday, June 1, 2015 1:09 PM  
**To:** Daryl  
**Cc:** [MikeOrsini@msn.com](mailto:MikeOrsini@msn.com)  
**Subject:** RE: OSA Global proposal for school crossing guard services

Daryl:

There was one other requirement that I did not see addressed in your proposal. As found on page 81, Item 3.c "must offer position to existing employees. Prefer that company hire current school crossing guards. *Please include statement confirming as much*".

Please advise by return email. Than You.

Thanks,  
Barney

**Barney Kavanagh, CPPB, FCPA, FCPM**  
**Senior Procurement Specialist**

**Ph # 941-954-4151**  
**Fax # 941-954-4157**

\*\*\*\*\*

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. E-mail messages sent or received by City of Sarasota officials and employees in connection with official City business are public records subject to disclosure under the Florida Public Records Act.

**Confidentiality Notice: This email is for the sole use of the recipient(s). Any unauthorized review, use, disclosure or distribution is prohibited.**

\*\*\*\*\*

---

**From:** Daryl [mailto:[daryl@osaglobalsecurity.org](mailto:daryl@osaglobalsecurity.org)]  
**Sent:** Monday, June 01, 2015 11:50 AM  
**To:** Barney Kavanagh  
**Subject:** OSA Global proposal for school crossing guard services

Barney,

First we want to thank you for your time in going through the proposal for the school crossing guard services, it is greatly appreciated!

**In reference to Question#1 of your email:** We have revised the Bid Form#1 acknowledging receipt of addendum #2 and had notarized. Thank you for bringing that to our attention. I have attached a copy to this email and am sending out the original via mail today.

**In reference to Question#2:** I have sent out RFP Response Forms to several of our clients and have requested that they complete and send directly to you.

**In reference to Question#3:** OSA Global has primarily provided armed and unarmed security for several school districts (such as Claremont, over the last 25 years with school crossing guard services being included when needed. However, it has not been the primary service of the company. We felt that being a local company employing local workers and having worked with school districts for so long, it would be a natural transition for us as a company to provide crossing guard services. Our instructor James C Jones (also the owner of Elite Fleet Academy) has already taken steps to become certified by the state to train crossing guards

**In reference to Question#4:** As far as governmental accounts such as the City of Bradenton, providing crossing guard services has been within the scope of assisting people as such during events where we are also providing security. Some of these events include attendance upwards of 40 – 50 thousand visitors such as the Blues Festival and the Riverwalk Regatta to name a few.

**In reference to Question#5:** My apologies for the confusion concerning page #25 of the proposal, it was meant only as an example page and does not reflect the actual bid amount. Please strike or remove.

Barney, again thank you for the thoughtful effort you've put into this bidding process. It is our hope to gain the opportunity to work with the City of Sarasota and our friends and neighbors right here in the area.

Please feel free to contact me directly if you have any other questions or I can be of assistance in any way.

Sincerely,

***Daryl A. Leeworthy***

**OSA GLOBAL SECURITY**

Vice President of Marketing

[daryl@osaglobalsecurity.org](mailto:daryl@osaglobalsecurity.org)

941-301-1835



[WWW.OSAGLOBALSECURITY.ORG](http://WWW.OSAGLOBALSECURITY.ORG)

Please consider the environment before printing this e-mail.

## Form# 9 - Reference Survey

Page 1 of 1



Section 1

15-33BK

CITY OF SARASOTA  
PURCHASING DIVISION  
RFP REFERENCE SURVEY  
School Crossing Guard Services

FROM:	Trevor Gooby	TO:	Barney Kavanagh
COMPANY:	Pittsburgh Pirates	DATE:	May 26, 2015
PHONE #:	941-747-3031	TOTAL # PAGES:	1
FAX #:	941-747-8848	PHONE #:	941-954-4151
EMAIL:	trevor.gooby@pirates.com	FAX #:	941-954-4157
SUBJECT:		Reference for work completed regarding (Your project name): Spring Training - McKechnie Field / Pirate City	
Additional Details: services included assisting guests from various parking areas to facilities and safely returning.			
You as an individual or Your company has been given to us as a point of contact for a reference on a project completed for you (identified above). Description of City of Sarasota Project:			
Contracting of qualified and trained School Crossing Guards to provide required services within the City limits for the duration of the school year; to include manpower, operating supplies, hiring, management, scheduling and insurance.			
Company you are providing a reference for:		OSA Global LLC	
Indicate:		"YES" OR "NO"	
1. Was the scope of work performed similar in nature?		Yes	
2. Did this company have the proper resources and personnel by which to get the job done?		Yes	
3. Were any problems encountered with the company's work performance?		NO	
4. Were any change orders or contract amendments issued, other than owner initiated?		NO	
5. Was the job completed on time?		Yes	
6. Was the job completed within budget?		Yes	
7. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)		9	
8. If the opportunity were to present itself, would you rehire this company?		Yes	
9. Please provide any additional comments pertinent to this company and the work performed for you:			
OSA does great work.			
PLEASE COMPLETE AND RETURN TO THE ATTENTION OF: Barney Kavanagh			
EMAIL: Barney.Kavanagh@SarasotaGov.com			
or FAX # 941-954-4157			
Trevor Gooby		Section 4	
Reference Print Name		Please do not submit City of Sarasota Employees as references.	
Trevor Gooby			
Reference Signature:			



*reference*

Form# 9 — Reference Survey



1

CITY OF SARASOTA  
PURCHASING DIVISION  
RFP REFERENCE SURVEY

15-33BK School Crossing Guard Services

Officer David Drew S.P.O

TO: Barn Kavan

COMPANY: Penn Hills School District

May 29

2015

PHONE 412-519-0122

TOTAL#PAGES: 1

FAX#: 412- 795-6087

PHONE# 941-954-4151

FAX# 941-9544157

EMAIL: [Davedrew101@hotmail.com](mailto:Davedrew101@hotmail.com)  
[Slawye@PHSD.k12.pa.us](mailto:Slawye@PHSD.k12.pa.us)

EMAIL: Barne Kavana SarasotaGov.co

SUBJECT: Reference for work com rdln our name):

Additional Details:

You as an individual or Your  
for a reference on a project

of City Sarasota  
Projeg:

company has been given to us as a point of contact  
completed for you above).

Contracting ofqualified and trained School Crossing Guards to provide required services  
within the City limits for the duration of the school year; to include manpower, operating supplies, hiring, management, scheduling  
and insurance.

~~Section 2~~

Company you are providing a reference for: OSA Global LLC

~~Section 3~~

Indicate: "YES" OR "NO"

1. Was the scope of work performed similar in nature? YES
2. Did this company have the proper resources and personnel by which to get the job done? YES
3. Were any problems encountered with the company's work performance? NO
4. Were any change orders or contract amendments issued, other than owner initiated? NO
5. Was the job completed on time? YES
6. Was the job completed within budget? YES
7. On a scale Of one to ten, ten being best, how would you rate the overall work 10 performance, considering professionalism; final product; personnel; resources.  
Rate from 1 to 10. 0 h
8. If the opportunity were to present itself, would you rehire this company? YES

9. Please provide any additional comments pertinent to this company and the work performed for you: The services provided by the company were performed on time and under budget. The company provided excellent training of staff in the area of school security and bus monitoring.

PLEASE COMPLETE AND RETURN TO THE ATTENTION OF: Barney Kavanagh

*Barney Kavanagh*

## **Barney Kavanagh**

---

**From:** dave drew <davedrew101@hotmail.com>  
**Sent:** Saturday, May 30, 2015 7:52 PM  
**To:** Barney Kavanagh  
**Subject:** Ref. request Vendor: OSA GLOBAL  
**Attachments:** Ref.Request.OSA 001.jpg

**To:** Barney Kavanagh

Your request for reference: Please see attachment.

Any questions please feel free to contact me. Officer David Drew P.H.S.D

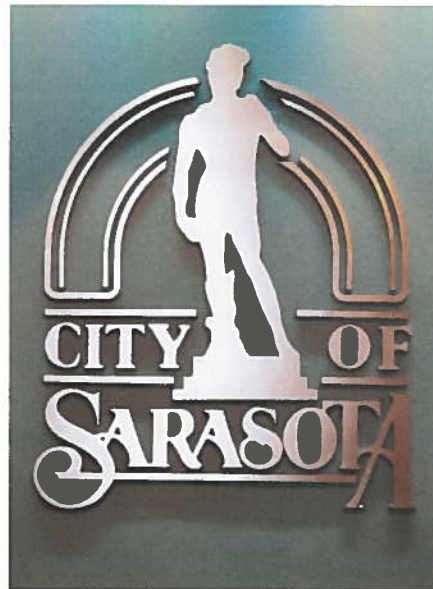
**CONFIDENTIAL PENN HILLS SCHOOL DISTRICT INFORMATION:** The information contained in this email is intended only for the personal and confidential use of the recipient named above. If you do not receive all of the information, or if you have trouble, please email the sender as soon as possible. If this email has been received in error, any review, dissemination, distribution, or copying of this email and/or attachment is strictly prohibited. If you have received this email in error, please notify the sender by email and delete the original message.



2438 Manatee Ave East, Bradenton, FL 34208 941-896-3148 (Fax: 941-896-3150)

# **SCHOOL CROSSING GUARD SERVICES**

## **Proposal**



OSA GLOBAL

**OSA Global, LLC**

**In partnership with**

**The City of Sarasota**

---

**"A PRO-ACTIVE SOLUTION TO YOUR SECURITY NEEDS"**

**WWW.OSAGLOBALESECURITY.ORG**

JUN 08 2015

ORIGINAL

Form#1 – RFP Response Form

Page 1 of 1

**City of Sarasota  
RFP Response Form**

Company Name: **OSA Global LLC**

Date Submitted: **May 26, 2015** RFP Deadline Date: **May 26, 2015**

PROJECT IDENTIFICATION: RFP # **15-33BK**

RFP NAME: **School Crossing Guard Services**

COMPANY NAME: **OSA Global LLC**

NAME & TITLE:  
(TYPED OR PRINTED) **Michael A Orsini Owner/CEO**

BUSINESS ADDRESS: (PHYSICAL) **8142 Indigo Ridge Terrace  
University Parkway, FL 34201**

CORPORATE OR MAILING  
ADDRESS: ☐ SAME AS PHYSICAL **2700 Highland Ave Ste 6  
New Castle, PA 16105**  
**Address must match Sunbiz**

E-MAIL ADDRESS: **mikeorsini@msn.com**

PHONE NUMBER: **412-287-3108** FAX NUMBER: **941-896-3150**

In submitting this proposal, Proposer makes all representations required by the Instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the RFP Documents and of the following addenda:

No. <b>1</b>	Dated: <b>May 5, 2015</b>	No. _____	Dated: _____
No. <b>2</b>	Dated: <b>May 20, 2015</b>	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____

**City of Sarasota, Sarasota, Florida**

The undersigned, as Proposer, hereby declares that no person or other persons other than the undersigned are interested in this Request for Proposal (RFP) as Principal, and that this RFP is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the specifications or scope of work for said service for the prices as listed on the city provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

Tax Payer Identification Number: \_\_\_\_\_

(1) Employer Identification Number -OR- (2) Social Security Number: \_\_\_\_\_

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Where Proposer is a Corporation, add:

**OSA Global LLC**

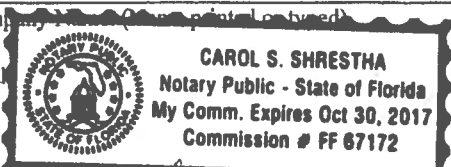
Authorized Proposer:

**Michael A Orsini**

Company Name (Printed or Typed)

Proposer: (Name printed or typed)

(Seal)



*Michael A Orsini*  
Authorized Signature and Proposer Title

Attest:

*Carol S. Shrestha* **Oct 30, 2017**

Secretary

Please submit a copy of your registration certificate establishing your firm as authorized to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*. Please refer to website: [www.sunbiz.org](http://www.sunbiz.org)

OSA GLOBAL LLC  
8142 INDIGO RIDGE TERRACE  
UNIVERSITY PARKWAY, FL 34201

OFFICE OF PURCHASING MANAGER  
1565 FIRST ST. RM 205  
SARASOTA, FL 34236

TAMPA, FL 335  
SAINT PETERSBURG, FL  
03 JUN 2015 PM 4 L



34236850165

KENNETH A G N





**Additional Information received from OSA Global, LLC**

Email from B. Kavanagh to M. Orsini at OSA Global, dated 05-29-15. Responses and additional paperwork received 06-01-15, as indicated below and as attached.

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- e. Please refer to page #25 and compare it to page # 35 and finally, also, in relation to the Revised Pricing Form. I don't understand what bearing pages 25 and 35 have in response to the RFP. What is the purpose and meaning for including both?

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- f. The City of Sarasota will prepare a contract agreement for these services, for your review and approval (if awarded). We would not use the sample service agreement included in your proposal.

**ANSWER:** No comment given.

- g. There was one other requirement that I did not see addressed in your proposal. As found on page 81, Item 3.c "must offer position to existing employees. Prefer that company hire current school crossing guards. *Please include statement confirming as much*".

**ANSWER:** I just can't thank you enough. Please find attached a statement regarding OSA's hiring practices.

**\*\* Copy of statement is attached.**

**(closing remarks by OSA Global):** Barney, again thank you for the thoughtful effort you've put into this bidding process. It is our hope to gain the opportunity to work with the City of Sarasota and our friends and neighbors right here in the area. Please feel free to contact me directly if you have any other questions or I can be of assistance in any way.

*prepared by B. Kavanagh*  
*6-1-15*

BACKUP  
TO

"A"

Form#1 – RFP Response Form

City of Sarasota  
RFP Response Form

Company Name: OSA Global LLC

Date Submitted: May 26, 2015 RFP Deadline Date: May 26, 2015

PROJECT IDENTIFICATION: RFP # 15-33BK

RFP NAME: School Crossing Guard Services

COMPANY NAME: OSA Global LLC

NAME & TITLE: Michael A Orsini Owner/CEO

(TYPED OR PRINTED)

BUSINESS ADDRESS: (PHYSICAL) 8142 Indigo Ridge Terrace

University Parkway, FL 34201

CORPORATE OR MAILING ADDRESS: ☐ SAME AS PHYSICAL 2700 Highland Ave Ste 6

**Address must match Sunbiz** New Castle, PA 16105

E-MAIL ADDRESS: mikeorsini@msn.com

PHONE NUMBER: 412-287-3108 FAX NUMBER: 941-896-3150

In submitting this proposal, Proposer makes all representations required by the Instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the RFP Documents and of the following addenda:

No. <u>1</u>	Dated: <u>May 5, 2015</u>	No. _____	Dated: _____
No. <u>2</u>	Dated: <u>May 20, 2015</u>	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____

City of Sarasota, Sarasota, Florida

The undersigned, as Proposer, hereby declares that no person or other persons other than the undersigned are interested in this Request for Proposal (RFP) as Principal, and that this RFP is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the specifications or scope of work for said service for the prices as listed on the city provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

Tax Payer Identification Number: \_\_\_\_\_

(1) Employer Identification Number -OR- (2) Social Security Number: \_\_\_\_\_

**\*\* The City of Sarasota collects your social security number for tax reporting purposes only**

**ALL BIDS MUST BE SIGNED, SEALED AND EXECUTED BY A CORPORATE AUTHORITY.**

Where Proposer is a Corporation, add:


**OSA Global LLC**


Authorized Proposer:

**Michael A Orsini**

Company Name (Printed or Typed)

Proposer: (Name printed or typed)

(Seal)  **CAROL S. SHRESTHA**  
Notary Public - State of Florida  
My Comm. Expires Oct 30, 2017  
Commission # FF 67172

  
Authorized Signature and Proposer Title

Attest: Carol S. Shrestha Oct 30 2017

Secretary

Please submit a copy of your registration certificate establishing your firm as authorized to conduct business in the State of Florida, as provided by the Florida Department of State, Division of Corporations. Please refer to website: [www.sunbiz.org](http://www.sunbiz.org)



BACKUP  
TO

"G"

## **OSA Global Hiring Practices**

One of the fundamental ways OSA Global operates as a company whenever offering services to a client that already has existing employees performing those tasks, is to interview each employee, learn their status of certification, training and desires in wanting to continue on at that position.

Employees in good standing with that client and that have a history of reliable job performance are always offered employment with OSA Global as part of the transitional phase, to minimize work disruption and services to the client, while maximizing the effectiveness and reliability of those services. Employees who are otherwise in good standing and wish to continue working but do not have the necessary current certifications and/or training, are offered such through our company.

## Barney Kavanagh

---

**From:** Daryl <daryl@osaglobalsecurity.org>  
**Sent:** Monday, June 01, 2015 1:42 PM  
**To:** Barney Kavanagh  
**Subject:** RE: OSA Global proposal for school crossing guard services  
**Attachments:** OSA Hiring Practices.pdf

Barney

I just can't thank you enough. Please find attached a statement regarding OSA's hiring practices.

Best Regards,  
Daryl

---

**From:** Barney Kavanagh [<mailto:Barney.Kavanagh@sarasotagov.com>]  
**Sent:** Monday, June 1, 2015 1:09 PM  
**To:** Daryl  
**Cc:** [MikeOrsini@msn.com](mailto:MikeOrsini@msn.com)  
**Subject:** RE: OSA Global proposal for school crossing guard services

Daryl:

There was one other requirement that I did not see addressed in your proposal. As found on page 81, Item 3.c "must offer position to existing employees. Prefer that company hire current school crossing guards. *Please include statement confirming as much*".

Please advise by return email. Than You.

**Thanks,  
Barney**

**Barney Kavanagh, CPPB, FCPA, FCPM  
Senior Procurement Specialist**

**Ph # 941-954-4151  
Fax # 941-954-4157**

\*\*\*\*\*

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. E-mail messages sent or received by City of Sarasota officials and employees in connection with official City business are public records subject to disclosure under the Florida Public Records Act.

**Confidentiality Notice: This e-mail is for the sole use of the recipient(s). Any unauthorized review, use, disclosure or distribution is prohibited.**

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**From:** Daryl [<mailto:daryl@osaglobalsecurity.org>]  
**Sent:** Monday, June 01, 2015 11:50 AM  
**To:** Barney Kavanagh  
**Subject:** OSA Global proposal for school crossing guard services

Barney,

First we want to thank you for your time in going through the proposal for the school crossing guard services, it is greatly appreciated!

**In reference to Question#1 of your email:** We have revised the Bid Form#1 acknowledging receipt of addendum #2 and had notarized. Thank you for bringing that to our attention. I have attached a copy to this email and am sending out the original via mail today.

**In reference to Question#2:** I have sent out RFP Response Forms to several of our clients and have requested that they complete and send directly to you.

**In reference to Question#3:** OSA Global has primarily provided armed and unarmed security for several school districts (such as Claremont, over the last 25 years with school crossing guard services being included when needed. However, it has not been the primary service of the company. We felt that being a local company employing local workers and having worked with school districts for so long, it would be a natural transition for us as a company to provide crossing guard services. Our instructor James C Jones (also the owner of Elite Fleet Academy) has already taken steps to become certified by the state to train crossing guards

**In reference to Question#4:** As far as governmental accounts such as the City of Bradenton, providing crossing guard services has been within the scope of assisting people as such during events where we are also providing security. Some of these events include attendance upwards of 40 – 50 thousand visitors such as the Blues Festival and the Riverwalk Regatta to name a few.

**In reference to Question#5:** My apologies for the confusion concerning page #25 of the proposal, it was meant only as an example page and does not reflect the actual bid amount. Please strike or remove.

Barney, again thank you for the thoughtful effort you've put into this bidding process. It is our hope to gain the opportunity to work with the City of Sarasota and our friends and neighbors right here in the area.

Please feel free to contact me directly if you have any other questions or I can be of assistance in any way.

Sincerely,

***Daryl A. Leeworthy***

**OSA GLOBAL SECURITY**

Vice President of Marketing

[daryl@osaglobalsecurity.org](mailto:daryl@osaglobalsecurity.org)

941-301-1835





[WWW.OSAGLOBALSEcurity.ORG](http://WWW.OSAGLOBALSEcurity.ORG)

Please consider the environment before printing this e-mail.

## Form# 9 - Reference Survey



Section 1

15-33BK

CITY OF SARASOTA  
PURCHASING DIVISION  
RFP REFERENCE SURVEY  
School Crossing Guard Services

Page 1 of 1

FROM:	Trevor Gooby	TO:	Barney Kavanagh
COMPANY:	Pittsburgh Pirates	DATE:	May 26, 2015
PHONE #:	841-747-3031	TOTAL # PAGES:	1
FAX #:	841-747-8548	PHONE #:	841-884-4181
EMAIL:	trevor.gooby@pirates.com	FAX #:	841-884-4187
EMAIL:		EMAIL:	Barney.Kavanagh@SarasotaGov.com
SUBJECT: Reference for work completed regarding (your project name): Spring Training - McKechnie Field / Pirate City			
Additional Details: services included assisting guests from various parking areas to facilities and safely returning			
You as an individual or Your company has been given to us as a point of contact for a reference on a project completed for you (identified above). Description of City of Sarasota Project:			
Contracting of qualified and trained School Crossing Guards to provide required services within the City limits for the duration of the school year; to include manpower, operating supplies, hiring, management, scheduling and insurance.			
Company you are providing a reference for:		OSA Global LLC	
Indicate:		"YES" OR "NO"	
1. Was the scope of work performed similar in nature?		Yes	
2. Did this company have the proper resources and personnel by which to get the job done?		Yes	
3. Were any problems encountered with the company's work performance?		No	
4. Were any change orders or contract amendments issued, other than owner initiated?		No	
5. Was the job completed on time?		Yes	
6. Was the job completed within budget?		Yes	
7. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. (Rate from 1 to 10. (10 being highest))		9	
8. If the opportunity were to present itself, would you rehire this company?		Yes	
9. Please provide any additional comments pertinent to this company and the work performed for you:			
OSA does great work.			
PLEASE COMPLETE AND RETURN TO THE ATTENTION OF: Barney Kavanagh			
EMAIL: Barney.Kavanagh@SarasotaGov.com			
or FAX # 841-884-4187			
Trevor Gooby		Section 1	
Reference Print Name		Please do not submit City of Sarasota Employees as references.	
Trevor Gooby			
Reference Signature:			

*ifc*

Form# 9 -- Reference Survey



1

CITY OF SARASOTA  
PURCHASING DIVISION  
RFP REFERENCE SURVEY

15-33BK School Crossing Guard Services

Officer David Drew S.P.O

TO: Barn Kavan

COMPANY: Penn Hills School District

May 29

2015

PHONE 412-519-0122

TOTAL#PAGES: 1

FAX#: 412-795-6087

PHONE# 941-954-4151

FAX# 941-9544157

EMAIL: [Davedrew101@hotmail.com](mailto:Davedrew101@hotmail.com)  
[Slawye@PHSD.k12.pa.us](mailto:Slawye@PHSD.k12.pa.us)

EMAIL: Barne Kavana SarasotaGov.co

SUBJECT: Reference for work com

rdln our nane):

Additional Details:

You as an individual or Your  
for a reference on a project

of City Sarasota  
Projeg:

company has been given to us as a point of contact  
completed for you above).

Contracting ofqualified and trained School Crossing Guards to provide required services  
within the City limits for the duration of the school year; to include manpower, operating supplies, hiring, management, scheduling  
and insurance.

**Section 2**

Company you are providing a reference for: OSA Global LLC

**Section 3**

Indicate: "YES" OR "NO"

1. Was the scope of work performed similar in nature? YES
2. Did this company have the proper resources and personnel by which to get the job done? YES
3. Were any problems encountered with the company's work performance? NO
4. Were any change orders or contract amendments issued, other than owner initiated? NO
5. Was the job completed on time? YES
6. Was the job completed within budget? YES
7. On a scale Of one to ten, ten being best, how would you rate the overall work 10 performance, considering professionalism; final product; personnel; resources.  
Rate from 1 to 10. 0 h
8. If the opportunity were to present itself, would you rehire this company? YES

9. Please provide any additional comments pertinent to this company and the work performed for you: The services provided by the company were performed on time and under budget. The company provided excellent training of staff in the area of school security and bus monitoring.

PLEASE COMPLETE AND RETURN TO THE ATTENTION OF: Barney Kavanagh

*[Signature]*

## **Barney Kavanagh**

---

**From:** dave drew <davedrew101@hotmail.com>  
**Sent:** Saturday, May 30, 2015 7:52 PM  
**To:** Barney Kavanagh  
**Subject:** Ref. request Vendor: OSA GLOBAL  
**Attachments:** Ref.Request.OSA 001.jpg

**To:** Barney Kavanagh

Your request for reference: Please see attachment.

Any questions please feel free to contact me. Officer David Drew P.H.S.D

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## **Executive Summary**

This proposal provides for the information as requested by the City of Sarasota for the Request for Proposal 15-33BK School Crossing Guard Services. These services can be more efficiently and effectively provided by a private entity, thereby freeing up important law enforcement resources to remain focused on other specific matters.

School Crossing Guards provide an essential and necessary service to the children of our community and choosing a private company to provide these services mandates the focus and thoughtfulness that any contract should in which the City of Sarasota enters, especially one addressing the care and safety of its children.

Studies have shown that privatizing school crossing guard services is an effective way for local government agencies to save time, money and resources that can be utilized elsewhere. By allowing an experienced outside contractor to address the school crossing guard needs of the community, it can provide for savings by the overseeing of HR responsibilities such as recruitment, background checks, training, payroll, and well as a variety of other administrative and managerial staffing issues.

OSA Global LLC has 25 years of experience providing safe environments for its clients and their families. It is staffed and ready to offer the necessary personnel needed to achieve the goals of the City of Sarasota by providing the best possible school crossing guards available for the duration of this contract and beyond.





**OSA Global LLC**  
**MANAGEMENT TEAM**

---

**Michal A Orsini**  
**Owner / CEO**

(37 years Military/Law Enforcement)

**Charles M McKnight**  
**President of Special Operations**  
(30 years Security Services)

**School Security Division**

**Darrell L Akemon**  
School Security Director  
(25 years Law Enforcement)

**Rick Murphy**  
Corporate Investigator  
(25 years State Trooper)

**John Cook**  
Corporate Director  
(30 years-State Trooper)

**Dave Drew**  
Corporate Director  
(25 years-Penn Hills PD)

**Training**

**Robert G Mitchell**  
Director of Training  
(38 years FBI/Law Enforcement)

**James C Jones**  
Regional Manager/Instructor  
(25 years – Security)



## **Michael A Orsini**

Owner / CEO

### **Introduction**

Building over 28 years of combined experience in military, law enforcement and the private security industry, this vast experience has given him a step ahead of the competition with his dedication to his clients and company personnel. Mr. Orsini, over the years has strived to be the best in the business with his solid no non-sense approach to the security concerns of his clients. Maintaining a higher level of management personnel and consultants over most security companies, coupled with his knowledge of school district security needs, makes him the perfect fit for leading the way to an effective security program for the Manatee County School District.

### **Professional Experience:**

2009 - Present

Owner/President/CEO of OSA Global, LLC  
2438 Manatee Ave E  
Bradenton, FL

2007 - 2009

Owner/President of Specialized Security Response  
3757 Library Rd  
Pittsburgh, PA

2004 - 2007

President/COO Victory Security Agency  
416 Washington Ave  
Carnegie, PA

1994 - 2004

Owner/Operator Capital Asset Protection  
4955 Steubenville Pike, Suite 220  
Pittsburgh, PA

4 years US Army Captain

4 years As an Active Police Officer in South Fayette

### **Education:**

Bachelors of Science in Criminology from IUP 1978  
MPOTEC Certified 1978



## Charles M McKnight

President of Special Operations

### Professional Experience:

#### OSA Global (President-Special Operations)

Plan and direct all aspects of OSA's operational policies, objectives, and initiatives. Responsible for the attainment of short- and long-term financial and operational goals. Direct the development of OSA Global to ensure future growth. Demonstrate expertise in the Security and Investigative field, concepts, practices, and procedures. Rely on extensive experience and judgment to plan and accomplish goals. Instrumental in developing SOP's for many clients to include Industrial, Hospital, Housing and School clientele. Responsible for sales, marketing and public relations for entire company profile. Lead investigator for OSA Clients up to and including, Preparation of documents, Surveillance, testifying on behalf of clients and OSA. SRT and Strike team leader

#### Specialized Security Response (Director of Operations)

Responsible for daily security operations including but not limited to: Sales and Marketing, Contract setup, Criminal/Civil investigations, scheduling, hire/fire, payroll, training of new officers, reports, client retention and customer service. K-9 Handler and SRT Team leader.

#### Pennsylvania Society for the Prevention of abuse (Special Investigator)

Assigned to investigate Civil and Criminal Complaints for Child abuse and animal cruelty

### EDUCATION:

YSU Youngstown, Ohio: Electronics Engineering Technology  
US Navy Chicago, Ill: Machinist Mate "A" school  
Shield Police Training: OCAT/MACE/MEB/HANDCUFFING/PA235  
CPI Chicago, Ill: Crisis Management/Crisis response  
Western Psychic Pitts, PA: Non-Violent Crisis Intervention  
American Council on Criminal Justice  
American Red Cross: CPR/AED/First aid Instructor

### CERTIFICATIONS:

Special Police Pennsylvania Society for the Prevention of abuse (Investigator)  
Non-violent crisis intervention instructor,  
AED/CPR/FIRST AID Instructor,  
Controlled force defensive tactics,  
Department Of Homeland Security CFATS Certified # CVI-20100322-1048783  
Active Shooter Building Search Instructor  
NRA Law Enforcement, Pistol, Shotgun and M4 Patrol Rifle  
Safe Schools Certified (PA Department of Education)  
Pittsburgh Gateways Safe School Certified  
Workplace Violence Certified

### FEMA Certifications Department of Homeland Security

IS-00907 Active Shooter  
IS-00800.b National Response Framework  
IS-00106.12 Workplace Violence Awareness  
IS-00100.SCa Introduction to incident command for School ICS-100



**Darrell L Akemon**  
School Security Director

---

**Professional Background**

**Bradenton Police Department**

Captain of the Patrol Division .....	2012 - 2014
Lieutenant .....	2000 - 2012
Sergeant .....	1995 - 2000
Corporal .....	1993 - 1995
Patrol Officer .....	1988 - 1993

---

DOB: March 18, 1963

Hired by Bradenton City Police Department in November 1988 as a Law Enforcement Officer. Worked for the Bradenton City Police Department for 25 years and was promoted to the rank of Captain of the Patrol Division.

Worked as the Unit Commander in a street level undercover narcotics unit for four years. Worked as the Commander of the first community policing unit in the Department "Crime Reduction Team "as well as the "Safe Street Unit" , which handled drug enforcement and community redevelopment .

Commander in charge of Presidential Inauguration Detail in 2004 and 2012. Traveled to Washington DC to assist with security for Presidential Inauguration Parade. Arranged travel arrangement for armed Law Enforcement Officers.

**Education and Credential**

Indiana State University : Bachelor of Science degree , 1986 Criminology

Graduated from Sarasota Law Enforcement Academy (1986)

Various Law Enforcement training to include:

- \*Field Training Officer.
- \*Supervisory Techniques.
- \* Instructors Techniques
- \* Swat team.



**Ricky C. Murphy**  
Corporate Investigator

104 Opal Drive  
Verona, Pennsylvania, 15147

412-795-7310 Home  
412-418-1352 Cell

**Professional Experience:**  
Security Consultant

- Bonded Private Investigator
- Policy Writing
- Train Security Guards on Police Techniques and Protocol
- Operate Electronic Devices
- Review and Write Protection Contracts

Pennsylvania State Police  
TROOPER

Washington, Pennsylvania  
February 1981 to January 2006

- Carried out policies relating to Field Regulations and Administrative Regulations
- Present presentations at Universities, Colleges and High Schools
- Recruited qualified applicants, interviewed and selected potential Cadets for Trooper positions
- Planned and conducted new employee orientation
- Monitored and achieved departmental diversity goals
- Investigated Criminal Incidents/Fatal Accidents and prepared reports for insurance carriers and Attorneys
- Supervised and managed Career Fairs throughout the State
- Prepared budget for personnel operation
- Prepared reports and recommended procedures to enhance the Human Resource effort
- Administered manual and dexterity tests to applicants
- Responded to written and telephone requests by all job seekers looking for a rewarding career in law enforcement
- Trained members in firearms and radio communications
- Trained and managed several Troopers as a Field Training Officer and helped them achieved significant improvements in their development

**Education:** Pennsylvania State Police Academy Harrisburg, PA



**John S. Cook**  
Corporate Director

Box 601  
Harwick, Pa 15049  
724-265-9522

---

**EMPLOYMENT HISTORY**

2010-Present

**OSA Global, LLC**

Position: Manager (Housing Patrol Division)

Provide Operational support and field training for Housing Officers and Armed Security Officers. Maintain Communications between Supervisors and Field Training Officer. Assist in Investigations and Special Details.

2001-2010

**Shaler Area School District**

Position: Director of Security

Responsible for maintaining a Security Force of 7 Men and Women for Shaler High School & Middle School. Assisted local Police Department with Special Investigations. Obtained Contracted Private Investigators for the implementation of Special Investigations for Drugs and other details. Carried out all Superintendents, Principals, and administrative staff directives to include the Enforcement of School Policies.

1998-2001

**Protect Air Pittsburgh, PA**

Position: Supervisor

Responsible for the Supervision of 450 Inspection & Emissions Stations in Allegheny, Beaver, Mercer and Westmoreland counties. Performed annual audits and inventoried Inspection and emissions stickers. Assisted State Police with arrests for code and consumer complaints.

**Firearms Instructor**

Qualified personnel in a combat course in handguns, rifles, shotguns, tear gas and gas masks.

Conducted annual inspections of department and personal weapons.

**EDUCATION**

1978

**University of Pittsburgh, Pittsburgh, Pennsylvania**

Bachelor of Arts Degree, Administration and Criminal Justice

1974

**Community College of Allegheny County, Boyce Campus, Monroeville, Pennsylvania**

**AFFILIATIONS**

- Board of Directors, Shalercrest Housing Association





**David Drew**  
Corporate Director

**Police officer (02/2008-09/1981)**

Penn Hills Police Department  
12245 Frankstown Road Pittsburgh Pa. 15235

Employed as a patrol officer attained the rank of police detective in general investigations. Attached to the Allegheny County Police homicide unit. Returned to Penn Hills police as a police detective investigating Rape, robbery and homicides. Requested transfer to patrol as a (FTO) field-training officer for new recruits. Reassigned to administration as evidence officer for all criminal cases. Reassigned to Investigations as a Juvenile Detective. Reassigned to patrol division as senior patrol officer, maintained that position upon retirement.

**Police patrolman (09/1981-07/1981)**

West Hills Police Department

East Franklin Armstrong County Pa.

Employed as a police patrolman for a rural police department in Armstrong County, Pa.

**Police patrolman (07/1981-09/1980)**

Cheswick Police Department

Cheswick Borough, Allegheny County PA

\*Employed as a police patrolman recruit attending Allegheny County Police Training Academy

**Education:**

Criminal Justice

Sep 1981 - Jun 1983

University Of Pittsburgh, Pittsburgh Pa.

\*Attended the University of Pittsburg with a major in Criminal Justice and a minor in Psychology. Honors received in juvenile law.

**Certification**

Dec 1980 - Jun 1981

Allegheny County Police Training Academy

North Park, Allegheny County Pa.

Certification as a Police Officer for the Commonwealth of PA

**Associate in Arts**

Jun 1977 - Aug 1980

Community College of Allegheny County, Allegheny County PA

Attended community college and attained associates degree in Arts

**Advanced Training and Skills:**

Criminal Investigators School PA. State Police

Interview and interrogation techniques Law Enforcement Associates

Explosives and bomb recognition A.T.F.

Traffic Accident Investigation PA.State Police

Rape Investigation F.B.I.

Evidence recovery and processing Allegheny County Police Academy

D.N.A.Fingerprinting Allegheny County Police

First Responder Emergency Training Green Cross/Penn Hills Police

E.V.A.C. Emergency Vehicle/Ambulance driving Course Penn Hills Police

Narcotics Undercover Training Washington D.C.PD. Instruct. Det. Finklehorn

Sharp Shooter N.R.A Sgt. Zevola Penn Hills Police



**Robert G. Mitchell, M.A.**  
Director of Training

**PROFESSIONAL PROFILE**

---

- Assistant Professor at La Roche College in the Department of Justice, Law, & Security. Subject matter expert and consultant to private industry in the fields of intermodal transportation security, identity theft, asset protection, school safety/security, and anti-terrorism matters.
- Former Chief Executive Officer of the Pennsylvania Safety & Security Institute (PSSI).
- Supervisory Special Agent of the Federal Bureau of Investigation (Retired).
- Former elementary school teacher.

**EDUCATION/CERTIFICATION**

---

**M.A., with distinction – Criminology**  
Indiana University of Pennsylvania (1997)

**B.S. – Psychology**  
University of Pittsburgh (1966)

**Master Police Instructor – F.B.I. (1996)**

**Graduate: – F.B.I. Academy Instructor/Specialization Courses, (1976-2000)**

Anti-Terrorism Investigations  
Police Training Instructor School (40 Hours Duration)  
National Crime & Information Center (NCIC) Investigative Assistance  
Violent Crime Scene Management  
Crime Scene Forensics & Reconstruction  
Evidence Response Team Leadership  
Interview & Interrogation  
Criminal Sexual Victimization  
Instructor Development  
Organized Crime & Arson Investigation  
Auto-Theft Investigations  
Undercover Operations Management  
Construction Equipment Theft  
International Team Leader Training  
Police Training & National Academy Coordinator Management  
Media Relations  
Special Agent Selection Board  
Community Oriented Policing  
Cultural Diversity Issues  
Crime Prevention



**James C Jones**  
Regional Manager / Instructor

---

**Summary**

- James C. Jones has over 25 years experience in the security industry.
- He has been the Regional Manager of OSA Global for 7 years.
- James is a former Military Police officer and twice decorated Gulf war veteran.
- He is in charge of Training and Operations of OSA Global Florida division.



## Security Officers and License Numbers

This list of 39 available OSA Global guards have current State of Florida "Class D" and "Class G" licenses and will receive the Florida School Crossing Guard Training in order to obtain FDOT certification by the beginning of the 2015 Fall start of the school year.

James Abel – G1400953

David Bois – G1403394

Jeremy Brown – G2700631

Larry Burkert – G2907946

Michael Calbi – G1100010

Roxanne Dale – G2403528

Scott Findlay – G1100255

Horace Hall Jr. – G2801652

Lisa Hassle – G2906681

Brian Howard – G2903219

Eric Jewell – G2832999

Elizabeth Kosta – G1230095

Eddie McCarey Jr – G1306154

Robert Miller – G1306153

Kenneth Negron – G1002693

Joshua Paul – G1307500

Donald Simmons Jr – G2005964

Robert Vargas – G1206361

Ralph Williams – G1105313

Brandon Youngblood – G1403155

Daniel Azeff – G1100679

Quarry Bowens – G1103371

Frederick Brothers – G1102792

Gary Burse – G1100029

Kevin Colson – G2901992

Rodolfo Dossantos – G1403190

John Garcia – G1306481

Albert Hamararics – G1306003

Robert Heishman – G1400170

James Jensen – G1001456

James C Jones – G2800853

Tyrone Markham – G1302450

William McKinnon – G1306472

Matthew Myers – G1206212

Charles Pace – G2805323

Carol Shrestha – G1300750

Michael Smallwood – G1302437

Lynn Wengerd – G1306974

Richard Whipps – G1204491



## **Training Criteria Outlined**

### **1) Security Personnel as Customer Service Relations Specialist:**

- Who is the customer in an academic environment?
- How do we most effectively and efficiently service our customers?
  - How to address customers' wants vs. needs
    - What is a need?
    - What is a want?

### **2) How to effectively and efficiently manage your time at a security site:**

- Time management techniques
- How to effectively and efficiently manage a security location
- Crime Prevention Through Environmental Design (CPTED)
- Overview of OSA Global, LLC, security procedures protocols

### **3) Listening Skills – Hearing vs. Listening:**

- Active vs. Passive Listening
- Perception as it pertains to motivation and communication

### **4) How to handle verbal and physical confrontations:**

- Conflict resolution skills
- How to defuse a hostile environment
- Codes of Conduct consistent with company and school policy

### **5) Interviewing skills regarding a security/safety incident:**

- Assess the scope of the incident
- Determine what personnel or entities are necessary to solve this incident
- Interview victim(s) and/or witnesses
- Ask appropriate questions:
  - Who?
  - What?
  - When?
  - Where?
  - Why (if known)?
  - How?

**6) Effective note taking and incident report writing:**

- Why reports are important
- What are "field notes" and why are they necessary
- How to concisely write a security report
- Class exercise – instructor given scenario
- How to compile a final Security Report

**7) Security Protection in a Multi Cultural Academic Environment:**

- Security officer Image and cultural sensitivity
- Peacekeeping strategies in a diverse academic environment

**8) Incident Management:**

- What is a crime scene
- Protection of crime scene
- Crime scene principles
- Security personnel's responsibility at a security/safety incident
- Digital photography as potential evidence
- "Chain" of custody
- OSA Global's manual of Standard Operating Procedures
- 

**9) CPR & Automated External Defibrillator (AED) Training**

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**Prior to post assignment, each officer will participate in Florida School Crossing Training to receive their certifications as set forth by the FDOT.**

Additions to officers training programs will be determined by continued evaluation of specific issues and become part of the general and site-specific training program. All new officers will go through the entire site-specific training program including new materials, and all tenured officers will participate in scheduled refresher courses in order to stay current with the ongoing development of post order curriculum.





## **SAFE SCHOOLS ACADEMIC TRAINING FOR MANATEE AND SARASOTA COUNTY FLORIDA**

1. INTRODUCTION(S) – INSTRUCTORS AND SEMINAR TOPICS
2. PERCEPTION AS IT PERTAINS TO CRIME PREVENTION
3. CRIME PREVENTION TRIANGLE –REMOVING THE OPPORTUNITY FOR CRIME
4. SCHOOL GROUNDS AND ACCESS CONTROL AN ORAL QUESTIONNAIRE
5. COMMUNICATION SKILLS
  - HEARING vs. LISTENING
  - ACTIVE VS PASSIVE LISTENING
  - INTERVIEW vs. INTERROGATION
  - INTERVIEWING SKILLS FOR SCHOOL INCIDENTS
  - EFFECTIVE NOTE TAKING AND REPORT WRITING SKILLS
6. CONFLICT RESOLUTION PARTS I & II
7. ACTIVE SHOOTER RESPONSE TRAINING
8. INCIDENT MANAGEMENT – WHAT ARE YOUR RESPONSIBILITIES SUBSEQUENT TO AN ACTIVE SHOOTING?
9. WHAT IS A CRIME SCENE? – WHAT AUTHORITY/RESPONSIBILITY DO YOU HAVE IN A VIOLENT CRIME INCIDENT?



## Employee Screening and Hiring Process

### **Each of OSA Global's potential Officers shall undergo the following Process:**

- Initial contact via phone, resume critique: officers are asked a series of questions outlined for a school environment consistent with their background.
- During their initial oral interview, potential officers provide three professional references and two personal references that called after first interview.
- Part of OSA Global Security Officers' recruitment process is to write a 50-word paragraph that states why they would like to work for OSA Global Security and why they would be a good fit for our team. This allows us the opportunity to examine writing ability and screen out individuals who do not meet our standards.
- Once offered a position, OSA Global Security will conduct a background check to include FBI 114 Clearance and a Drug Test as well as E-verify for SS# verification.
- Only persons with professional qualifications and background will be called back for a second interview.
- Officers placed in a Director's position will be retired Police having passed the SOCE (State Officer Certification Exam) and licensed for armed service.
- Officers that become employed with OSA Global Security will be required to attend our training seminars instructed by Mr. Robert Mitchell. All personnel that work at the schools, including staff and teachers are welcome to sit in on our training.



### **Checks and Balances System**

To address the issue of compliance of security Policy and Procedures, OSA Global Security provides 24/7 support to its officers and clients

The Field Supervisor will inspect all officers to ensure that they are in the appropriate company uniform and groomed to OSA's standards. Field Supervisor will also ensure that all officers comply with post orders and paperwork.

Weekly inspections done by Field Supervisor will include inspections of officers and their paperwork, including Daily Activity Reports, Incident Reports, and any other required documentable procedures. Periodically, a plain-clothes officer will be sent to each site to ensure compliance.

If we discover any variance to security procedures, the officer will be counseled and/or retrained on company and/or site policies, or reprimanded if necessary, up to and including termination.

If awarded the contract, meetings with OSA Global Security's management and the College Administration or support staff can be scheduled at the Administration's discretion and convenience. This will ensure that we stay current on all issues, maintaining quality assurance and the critical expectations of all parties.

### **Employee retention and awards**

To retain higher standards of professional security services, OSA Global understands that our workforce is what makes our company. We offer several different programs to our officers:

- Good attendance for the probationary period of 90days gets the Officer a \$25 gift card
- OSA Global will look for the shining star's to promote and offer ongoing training to at no charge to the officer
- Good performance of the officer will allow him or her to advance to a ranked position as they become available and an additional pay raise

All officers, including the Field Supervisor, will be evaluated quarterly to ensure satisfactory job performance.

Officers are trained on company standards of etiquette including strict policies prohibiting the acceptance of gifts, gratuities or discounts outside internal administrative offers.



Sample of Employee Evaluation

EMPLOYEE NAME		JOB TITLE					
LOCATION		DATE					
<b>1 = UNSATISFACTORY 2 = BELOW EXPECTATIONS 3 = MEETS EXPECTATIONS</b> <b>4 = EXCEEDS EXPECTATIONS 5 = SUPERIOR N/A NOT APPLICABLE</b>							
	N/A	1	2	3	4	5	SUPERVISOR COMMENTS
1. <b>QUALITY</b> - accuracy, completeness, and efficiency of work performed.							
2. <b>QUANTITY</b> - amount of acceptable work performed.							
3. <b>JOB KNOWLEDGE</b> - possession of the technical skills needed to do the job.							
4. <b>RELIABILITY</b> - attendance at work, arrives to work on time.							
5. <b>APPEARANCE</b> - presents clean, professional appearance, meets uniform standards where required.							
6. <b>TEAMWORK</b> - always willing to participate, teach others, actions demonstrate belief in team over him/herself.							
7. <b>CAN-DO ATTITUDE / MAKES A DIFFERENCE</b> - positive, is willing to go above and beyond.							
8. <b>OWNERSHIP</b> - takes ownership of issues and sees them to resolution.							
9. <b>PROCEDURAL SERVICE</b> - done quickly and accurately.							
10. <b>PERSONAL SERVICE</b> - believes in exceeding the expectations of all our customers and being a proactive solution to their needs.							
11. <b>LEADS BY EXAMPLE</b> - practices what he/she preaches							
12. <b>OTHER</b> (describe) -							
13. <b>OVERALL PERFORMANCE</b> -							



#### JOB- RELATED QUALITIES AND STRENGTHS

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#### AREAS FOR IMPROVEMENT AND DEVELOPMENT

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#### DEVELOPMENT / TRAINING PLAN

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#### SUPERVISOR'S / MANAGEMENT ADDITIONAL COMMENTS (must provide if employee receives less than a "3" rating on any category)

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#### EMPLOYEE'S COMMENTS

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EMPLOYEE SIGNATURE	DATE
REVIEWER SIGNATURE	DATE
MANAGEMENT SIGNATURE	DATE







### **Employee Uniforms and Standard Equipment**

**Each OSA Global Crossing Guards will be issued the following uniform items:**

- Two short sleeve white class "A" uniform shirts with company patches
- One pair of black class "A" uniform pants
- One pair of black class "A" uniform shorts
- One All Season jacket with removable liner and hood with company patches (jacket is waterproof and wind resistant)
- One OSA Global hat
- One reflective vest
- One regulation whistle
- One FDOT approved "STOP" paddle
- Company ID badge
- One traffic cone

**Items to be supplied by Officers:**

- Black or white undershirt must be worn
- Black footwear

All Officers will be in full uniform to and from the School. Any Uniform modifications for special events will be at the discretion of the School District and Approved through OSA Management.

Each officer will be issued a copy of the SOP – Standard Operating Procedures, explaining general and specific post orders for each assignment and updated as necessary to including continued best practices and lessons learned.





### Cost and Wages

One of the reasons that Security Departments are contracted out, is cost. Hiring, training and retaining uniformed officers can become a great task to most organizations, not to mention required Liability and Workman's Compensation insurances.

OSA Global, LLC has reviewed your assessments, and we are ready to bring your security Officers and Programs up to the highest standards possible. Below is the cost chart for each campus:

Description	Rate	Number of Hours	Weekly	Yearly
CrossingGuard-18	\$14.83/hr	180	\$2,669.40	\$ 96,098.40
Field Supervisor	\$14.83/hr	10	\$ 148.30	\$ 5,338.80
Totals		190/wk - 6840/yr	\$2,817.70	\$101,437.20

- Hourly compensation for each OSA Global security officer will start at \$10.25.
- A 30 and 90 evaluation will be completed, assessing the performance of each officer and compatibility to their assigned duties.
- After 6 months, each qualifying officer will receive a \$.50 (50cent) wage increase followed by a \$.50 (50cent) increase each year for the duration of the contract.



## **Thank you**

We truly believe we are the most qualified candidate to provide school crossing guard services for the children of the City of Sarasota, due to our extensive experience and knowledge in the specialized yet delicate operations required for effective school security.

From our President and CEO Michael Orsini, and the entire management team including Charles McKnight - President of Special Operations, Darrell Akemon – School Security Director, Rick Murphy – Corporate Investigator, John Cook – Corporate Director, Dave Drew – Corporate Director, Robert Mitchell – Director of Training, and James Jones – Regional Manager and Instructor, we would like to thank the City of Sarasota for allowing us the opportunity to submit this proposal in hopes of collaborating with you in protecting our most valuable resource.

***We focus on building effective working relationships., relationships that are based on a strong local presence, with a responsive security and management team, at the ready and committed to serving our community.***

We will be available to the School Administration 24/7.

**Michael A. Orsini: 412-287-3108**

President/CEO

**Charles M. McKnight: 724-944-2679**

President-Special Operations

**Darrell L. Akemon 941-809-0956**

School Security Director

**Website: [www.osaglobalsecurity.org](http://www.osaglobalsecurity.org) Email: [osaglobal@comcast.net](mailto:osaglobal@comcast.net)**



**Office Locations**

**Florida Office**

2438 Manatee Ave East  
Bradenton, Fl 34208  
941-896-3149 O  
941-896-3148 F

**New Castle Office**

2700 Highland Ave., Suite 6  
New Castle, Pa 16105  
724-698-7042 O  
724-856-342



## References

- Mayor Wayne H. Poston  
City of Bradenton, Florida  
941-932-9450  
(Has been working with the City of Bradenton since 2009)
- Trevor Gooby  
Director of Southern Operation - Pittsburgh Pirates  
941-747-3031  
(Providing security for Pirates Florida Organization since 2009)
- Dennis DaPra  
Executive VP - PNC Park  
412-321-2827  
(Personal reference)
- Chief Thomas A. Ogden, JR  
Carnegie Mellon University Police  
412-268-2327  
(Working with Chief Ogden since 2009)
- Chief David DiSanti  
Oakmont Police Department  
412-826-1578  
(Personal reference)
- Kathy Kwolek  
Superintendent - Mohawk Area School District  
724-677-7782  
(Providing security since 2009)
- Dr William Pettigrew  
Former Superintendent - Mars Area School District  
724-625-1519  
(Personal reference)

- Dave Drew  
Security & Police Director - Penn Hills School District  
412-519-0122  
(Providing security since 2009)
- Rick DeBlasio  
Director - Lawrence County DUI Program  
724-656-8901  
(Providing security since 2009)
- George Basara  
Attorney - Buchanan Ingersoll  
412-562-1636  
(Providing security since 2009)
- Janine Walker  
Property Manager - Garfield Commons Apartment  
412-661-1332  
(Providing security since 2012)
- Dr Donald Boyer  
Superintendent – Montour School District  
412-490-6500  
(Providing security since 2010)
- Sarah Kupiec  
Coordinator – Nathan Benderson Park, Sarasota  
info@nathanbendersonpark.com  
(Providing security since 2012)
- Chris Brandt  
Director of Special Projects – It Works  
941-799-6771  
(Providing security at corporate headquarters since 6/14)



Pirate City  
1701 27th St. E.  
Bradenton, FL 34208  
p. 941.747.3031  
f. 941.747.9549

[BradentonMarauders.com](http://BradentonMarauders.com)

August 11, 2014

To Whom It May Concern:

It is a pleasure to provide a reference for OSA. This recommendation is easy to provide given OSA has provided private security to the Pittsburgh Pirates organization for many years at both McKechnie Field and Pirate City in Bradenton, Florida. We have been very pleased with their hard work, commitment, presence, ability to solve issues as they arise, dedication, and integrity. Although OSA is an outsourced company, we embrace their staff as part of our own.

We have baseball players, staff, visitors, and fans constantly visiting our facilities and they have always been very strict but at the same time respectful and friendly while doing their job. OSA has continuously maintained the same level of excellence we require from our own staff.

We would highly recommend OSA to anyone who is looking for a private security service company that exceeds expectations.

Sincerely,

Trevor Gooby  
Senior Director, Florida Operations  
Pittsburgh Pirates

Pittsburgh Pirates  Bradenton Marauders



August 11, 2014

To whom it may concern:

Please allow this letter to serve as a recommendation for OSA Global. It Works! has had the privilege to work closely with OSA at our 51,000 square foot corporate office and during special events such as our green carpet experience which hosted 4000 people from around the world.

OSA has done a wonderful job in all environments of combining the sometimes thankless job of crowd control and property protection with a calm, respectful and professional demeanor.

I would strongly recommend OSA Global for any security detail in which they were qualified.

All the best.

A handwritten signature in blue ink, appearing to read "C. Brandt", is written over a large, light blue oval shape.

Christopher Brandt  
Director of Special Projects  
It Works! Global



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/14/2015

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).

PRODUCER Bulava & Associates Consultants Bulava Companies LLC 1329 Broad Street Greensburg PA 15601	CONTACT NAME: Lori Robinsky PHONE (724) 836-7610 FAX (724) 836-7626 E-MAIL ADDRESS
INSURED OSA Global LLC 2438 Manatee Ave East Bradenton FL 34208	INSURER(S) AFFORDING COVERAGE INSURER A Philadelphia Indemnity Ins Co 23850 INSURER B The Hartford 14141 INSURER C INSURER D INSURER E INSURER F

## COVERAGES

CERTIFICATE NUMBER: 2014-15 FL

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		PRPK1113943	12/24/2014	12/24/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PRPK1113943	12/24/2014	12/24/2014	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$		PRUB444594	12/24/2014	12/24/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	16WQ5382	5/20/2014	5/20/2015	WC STAT. TORY LIMITS <input checked="" type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
APBA is included as additional insured regarding general liability and business auto with respect to operations of the named insured per written agreement.

## CERTIFICATE HOLDER

## CANCELLATION

FOR INSURED'S INFORMATION ONLY

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

AUTHORIZED REPRESENTATIVE

Lori Robinsky/LR

ACORD 25 (2010/05)

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FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

ADAM H. PUTNAM  
COMMISSIONER

DIVISION OF LICENSING

03/01/13  
DATE ISSUED

03/11/16  
DATE OF EXPIRATION

B 1000003  
LICENSE NUMBER

OSA GLOBAL LLC  
2438 MANATEE AVENUE EAST  
BRADENTON, FL 34208

ORSINI, MICHAEL A, PRESIDENT

THE SECURITY AGENCY NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF  
CHAPTER 493, FLORIDA STATUTES.



ADAM H. PUTNAM  
COMMISSIONER



## ***SERVICE AGREEMENT***

THIS AGREEMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_ by and between **OSA Global Security**, a Pennsylvania corporation, having its principal place of business at **2438 Manatee Ave East, Bradenton, FL 34208** (Hereinafter called "OSA Global LLC") and **City of Sarasota – Purchasing Division** having its principal place of business at **1565 1<sup>st</sup> St. RM 205, Sarasota, FL 34236**, hereinafter called "Client").

### **RECITALS**

The Client desires OSA Global LLC to provide security personnel to perform mutually agreed upon tasks at designated premises owned or leased by the Client, or any of its affiliated companies as provided above, or at such other location as client may direct, and OSA Global LLC desires to provide said personnel to perform such tasks.

NOW, THEREFORE, the parties mutually agree as follows:

1. OSA Global LLC shall furnish security personnel whose principal posts and hours of duty shall be mutually agreed upon by the Client and OSA Global LLC. If the Client changes the time or amount of coverage originally requested, materially alters the duties of the OSA Global LLC's personnel, or the nature of the Client's environment materially and substantially changes, the OSA Global LLC reserves the right to re-negotiate the contract.

2. OSA Global LLC will provide personnel to perform such services as may be agreed upon by the OSA Global LLC and Client, and OSA Global LLC shall perform such tasks as reasonably requested by the Client, and as is consistent with post duties. In the event the client should wish to hire an employee of the OSA Global LLC, the OSA Global LLC will be paid the sum of \$1,000.00 (one-thousand dollars). This fee is designed to offset the cost of recruitment and training of replacement personnel.

3. OSA Global LLC is an independent contractor and all personnel provided by OSA Global LLC shall be and remain employees of OSA Global LLC, and OSA Global LLC shall pay all wages, Federal and State taxes, local occupational license taxes, unemployment benefits, social security benefits, and any other payments which employers are normally obligated to pay on behalf of their employees, and OSA Global LLC hereby agrees to indemnify and hold the Client harmless for the payment thereof.

4. OSA Global LLC shall provide personnel capable of satisfactorily performing duties as provided in the post orders and shall be entitled to provide personnel for that purpose without regard to race, color, creed, sex, age or national origin.

5. OSA Global LLC will maintain throughout the period of this contract Comprehensive General Liability insurance, with policy limits of not less than \$1,000,000.00 for each occurrence and \$2,000,000.00 in the aggregate, and excess liability insurance with policy limits of not less than \$5,000,000.00 for each occurrence and \$5,000,000.00 in the aggregate. Comprehensive Automobile Liability insurance, with policy limits of not less than \$1,000,000.00 combined single limit, Worker's Compensation Insurance, to satisfy applicable statutory requirements, Employer's Liability Insurance and coverage for legal liability for loss or damage to Client's property entrusted to OSA Global LLC arising from dishonesty of OSA Global LLC employees. It is agreed and understood, however, that OSA Global LLC is not an insurer of property or persons guarded. OSA Global LLC's fees shall be payable without deduction or offset. An insurer authorized to do business in Pennsylvania, who is responsibly acceptable to Client, and shall name Client as an additional insured, shall underwrite such insurance policies.

6. Prior to the beginning of performance of this contract by OSA Global LLC, Client agrees to provide OSA Global LLC's personnel with information concerning any hazards, hazardous substances, or chemicals in the work areas through which OSA Global LLC's personnel are required to pass during the performance of their duties under this Contract. The information supplied by Client shall be sufficient to meet the requirements of the OSHA Hazard Communication Standard, 29 CFR 1910, 1200 et seq., and any applicable federal, state or local laws or regulations. Such information shall be updated as required by law. Client further agrees to allow OSA Global LLC's personnel to participate, without cost to OSA Global LLC, in any hazard communication or safety training that Client provides for its employees from the work areas through which OSA Global LLC's personnel are required to pass during the performance of their duties.

7. OSA Global LLC recognizes that the State College of Florida – SCF is tax exempt and will be provided, by Client, the most current Consumer's Certificate of Exemption.

Description	Rate	Number of Hours	Weekly / Yearly
<b>CrossingGuard-18</b>	<b>\$20.80 / hr</b>	<b>6480/yr</b>	
<b>Field Supervisor</b>	<b>\$20.80 / hr</b>	<b>360/yr</b>	
<b>Totals</b>			

8. Should Client require OSA Global LLC's security personnel to perform special services outside the normal scope of services contemplated herein (i.e., during a period of labor unrest, natural disaster, etc.), a new rate shall be established for such services as Client and OSA Global LLC shall mutually agree, in the event no new rate can be established, a rate of time and one-half for the prevailing billing rate shall apply.

9. In the event OSA Global LLC is required by any federal, state or local law, regulation, ruling or as a result of collective bargaining to pay its personnel a higher wage rate or provide additional benefits than prevailing at the time of the execution of this Agreement, then upon thirty (30) days' written notice to the Client, OSA Global LLC may open this contract and negotiate for an increase in its charges to the Client as provided herein. If the parties cannot agree on the amount or terms of such increase, then this contract may be terminated as provided above.

10. This Agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, and extend through the \_\_\_\_\_ day of \_\_\_\_\_, and will automatically renew each year, provided, however, that either party may terminate this Agreement at any time by giving sixty (60) days' written notice of just cause to the other party. All notices under this Agreement shall be sent by registered or certified mail, return receipt requested to the following addresses:

**OSA Global LLC:**    **2438 Manatee Ave East**  
**Bradenton, FL 34208**

**City of Sarasota:**    **1565 1<sup>st</sup> St. RM 205**  
**Sarasota, FL 34236**

It is agreed by the parties that any notice under this Agreement will be deemed received upon actual receipt if accepted, or upon the expiration of ten (10) days from the date of mailing if not accepted.

11. Invoices will be mailed or delivered to such office as Client may direct and are payable upon receipt at the address specified on the invoice. An interest rate at the lower of 1-1/2% per month or such rate as may be allowed by applicable law will be added to all invoices not paid within thirty (30) days of the invoice date.

12. Notwithstanding any other provision of this Agreement, if the Client fails to pay OSA Global LLC's invoices within thirty (30) days from the invoice date or if at any time during the terms of this Agreement there shall be filed by or against Client in any court, pursuant to any statute either of the United States, or of any state, territory or possession, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver to receive all or a portion of Client's property; or if Client makes an assignment for the benefit of creditors; or, if OSA Global LLC has reason to believe that Client will not or cannot pay its payables to OSA Global LLC, OSA Global LLC reserves the right to discontinue this service immediately without notice until payments provided for by the Agreement shall have been made in a manner satisfactory to OSA Global LLC. Failure to exercise this option on any one or more occasions shall not constitute a waiver of its right to exercise same at a later date, and shall not be deemed to create a custom of deferred payment. Client shall have no right to offset for any amounts owed to OSA Global LLC on invoices under Paragraph 12.

13. This Agreement supersedes all previous agreements, oral or written, between OSA Global LLC and Client, and represents the whole and entire Agreement between the parties. No other agreements or representations as to the contents hereof are binding on the parties hereto. This Agreement may not be altered, modified or amended, except in writing and properly executed by an authorized representative of OSA Global LLC and Client. This Agreement shall be governed by the law of the Commonwealth of Pennsylvania.

14. In the event that any condition or provision of this Agreement shall be invalid or unenforceable, such condition or provision alone shall not be applicable and the remainder of this Agreement shall continue in full force and effect. The failure of either party to enforce any one provision of this Agreement shall not be construed to be a waiver of such provision or of the right of either party thereafter to enforce such provision or any other provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have set their hands as of the day first above written.

**OSA Global LLC**

**City of Sarasota-Purchasing Division**

Signature \_\_\_\_\_

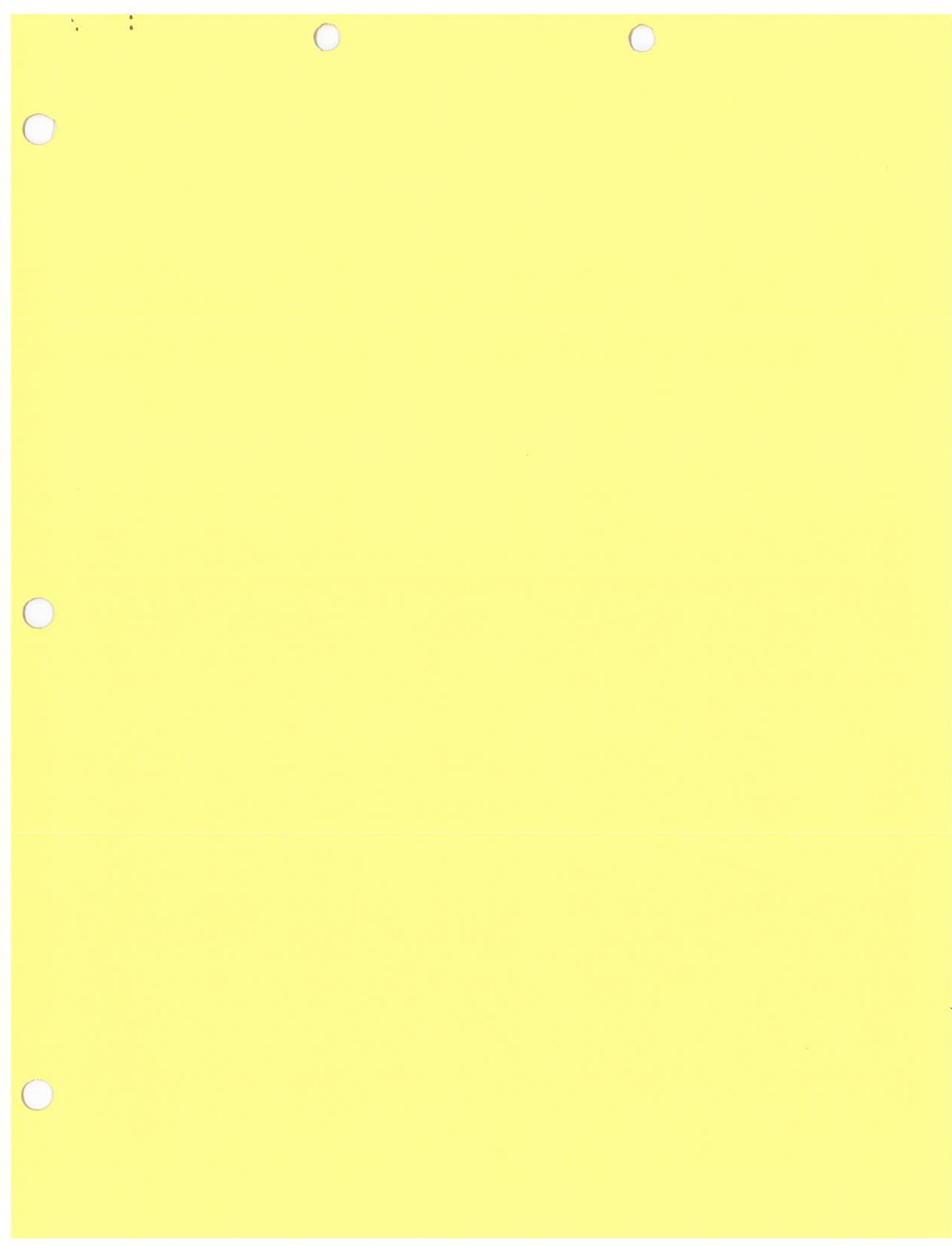
Signature \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_

**President/CEO**

**Michael Orsini**



## **Forms Sections**

Part I – Required Forms

Part II – Construction Forms/Design Build

Part III – Samples, Examples, and Helps



## **Part I Forms – Required Forms**

These forms are required and should be submitted with all proposals. If it is determined that forms in this section are not applicable to your company then you should return the form with your proposal and mark N/A across the form in large letters. There is no need to return the Terms and Conditions with your RFP package.

### **Form# 1 – Response Form (2 pages)**

This is a required form that must be returned with your RFP package. All information must match the company information as it is listed on the Florida Department of State Division of Corporations – <http://www.sunbiz.org>. All signatures must be by an authorized company representative.

### **Form# 2 – Form 3A Interest in Competitive Bid for Public Business (1 page)**

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

### **Form# 3 – Non-Collusive Form (1 page)**

Each proposer shall execute an affidavit, in the form provided by the City, to the effect that he/she has not colluded with any other person, firm or corporation in regard to any proposal submitted. Such affidavit shall be attached to the proposal form.

### **Form # 4 – Public Entity Crimes (2 pages)**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal 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 of CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**Form# 4A – Negligence or Breach of Contract Disclosure Form (1 page)** N/A

**Required Form.** The form may be used to disclose any litigation that your company may be a part of involving negligence or breach of contract over the past ten years. You may need to duplicate this form to list all history. This should include at a minimum, litigation for similar projects completed in the State of Florida. Under part 6 of the form the final action needs to include in whose favor the litigation was settled and was a monetary amount awarded. Please do not write N/A on this form. If you have no litigation write "None" on the form. If you have too many lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. See the form for further instruction and what to do if you have no litigation history in the past ten years. You may also submit the information in a table format if you have a large number of litigations to list. Simply put "See Attached Listing" in the blocks where you would normally have put none.

**Form# 5 – Drug Free Workplace Certification (1 page)**

Self explanatory. **Required Form.** The form may be use as part of a tiebreaker for tie scores. If your company does not have a Drug Free Workplace Program, you must mark this form N/A and return it with your RFP package. If your company has a Program, sign and return the form.

**Form# 5A – Scrutinized Companies Certification (1 page)**

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of \$1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

**Form# 6 – Local Vendor Certification (1 page) (Not require for Design-Build)**

Self explanatory. **Required Form.** This form is required for the application of preferences as stated in Section 36 of the Terms and Conditions. If your company does not qualify under Section 36, mark the form N/A and return it with your bid package.

**Form# 6B – Local Vendor Certification (Statistics (1 page) (Not require for Design-Build)**

Self explanatory. **Required Form.** This form is used to track statistical information on employees hired in the local area.

**Form# 7 – Minority Business Enterprise Utilization Plan (1 page)**

Self explanatory. **Required Form.**



**Form# 8 – Contractor/Vendor References (1 page)**

This form is used in conjunction with Form#9. It must be completed in its entirety.

**Form# 9 – Reference Survey (1 page)**

Provide this form to a minimum of three of the four references listed on Form# 8. The references will need to return this forms to the buyer listed on the form. This form will not be turned in with the RFP package.

1. Complete "Section 1" prior to providing form #9 to references. This is the reference's information not the proposer's information.
2. In the "Subject" block enter the name of the project the Proposer completed for that reference.
3. Section 2 is the name of the proposer.
4. The reference should complete Section 3 and return directly to the City of Sarasota.
5. Form#9 should not be returned by Proposer. A minimum of 3 reference responses must be returned no later than 7 calendars days after opening date. **Failure to obtain reference surveys may make your company non-responsive.**
6. Section 4 is for the reference to print and sign name.

**Form# 10 – RFP Label (1 page)**

Self explanatory. Required Form.

**City of Sarasota  
RFP Response Form**

Company Name: OSA GLOBAL LLC  
 Date Submitted: MAY, 26, 2015 RFP Deadline Date: May 26, 2015  
 PROJECT IDENTIFICATION: RFP # 15-33BK  
 RFP NAME: School Crossing Guard Services  
 COMPANY NAME: OSA GLOBAL LLC  
 NAME & TITLE: (TYPED OR PRINTED) MICHAEL A. ORSINI OWNER/CEO  
 BUSINESS ADDRESS: (PHYSICAL) 8142 INDIGO RIDGE TERRACE  
UNIVERSITY PARKWAY, FL 34201  
 CORPORATE OR MAILING ADDRESS: ☒ SAME AS PHYSICAL 2700 HIGHLAND AVE STE 6  
**Address must match Sunbiz** NEW CASTLE, PA 16105  
 E-MAIL ADDRESS: mikeorsini@msn.com  
 PHONE NUMBER: 412.287.3108 FAX NUMBER: 941.896.3150

In submitting this proposal, Proposer makes all representations required by the Instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the RFP Documents and of the following addenda:

No. <u>1</u>	Dated: <u>5-5-15</u>	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____

City of Sarasota, Sarasota, Florida

The undersigned, as Proposer, hereby declares that no person or other persons other than the undersigned are interested in this Request for Proposal (RFP) as Principal, and that this RFP is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the specifications or scope of work for said service for the prices as listed on the city provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

Tax Payer Identification Number: 27-1499426

(1) Employer Identification Number -OR- (2) Social Security Number:

**\*\* The City of Sarasota collects your social security number for tax reporting purposes only**

**ALL BIDS MUST BE SIGNED, SEALED AND EXECUTED BY A CORPORATE AUTHORITY.**

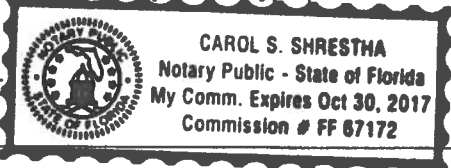
Where Proposer is a Corporation, add:

OSA GLOBAL LLC  
 Company Name: (Name printed or typed)

Authorized Proposer:

MICHAEL A ORSINI  
 Proposer: (Name printed or typed)

(Seal)



Michael A. Orsini  
 Authorized Signature and Proposer Title

Attest:

Carol S. Shrestha  
 Secretary

Please submit a copy of your registration certificate establishing your firm as authorized to conduct business in the State of Florida, as provided by the Florida Department of State, Division of Corporations. Please refer to website: [www.sunbiz.org](http://www.sunbiz.org)

Bidder/Proposers Name \_\_\_\_\_

15-33BK School Crossing Guard Services

2:30 pm May 26, 2015

**STATEMENT OF NO RESPONSE**

If you do not intend to submit a bid or proposal on this requirement, please complete and return this form by the bid or proposal opening deadline to the:

**City of Sarasota Purchasing Division****1565 1<sup>st</sup> Street Room 205****Sarasota, Florida 34236****This form may be faxed to (941) 954-4157.**

Failure to respond, either by submitting a bid or proposal, or by submitting this "Statement of No Response" form eliminates your firm for being able to participate in the protest of this bid or proposal in accordance with the City of Sarasota Procurement Ordinance 12-5009.

WE, the undersigned, have declined to bid on this solicitation for the following reason(s):

- \_\_\_\_\_ We do not offer this product or an equivalent
- \_\_\_\_\_ Our workload would not permit us to perform
- \_\_\_\_\_ Insufficient time to respond to the Invitation for Bid or Request for Proposal
- \_\_\_\_\_ Unable to meet specifications (explain below)
- \_\_\_\_\_ Other (specify below)

Remarks \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

SIGNATURE/TITLE \_\_\_\_\_

DATE \_\_\_\_\_

**FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS**

LAST NAME, FIRST NAME, MIDDLE NAME <i>ORSINI MICHAEL ANTHONY</i>	OFFICE POSITION HELD <i>OWNER/CEO</i>
MAILING ADDRESS <i>2700 HIGHLAND AVE. STE 6</i>	AGENCY <i>OSA GLOBAL LLC</i>
CITY ZIP COUNTY <i>NEW CASTLE, PA 16105 BUTLER</i>	ADDRESS OF AGENCY <i>8142 INDIGO RIDGE TERRACE UNIVERSITY PARKWAY, FL 34201</i>

**WHO MUST FILE THIS STATEMENT**

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

**INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (Required by 112.313(12)(b), Florida Statute (1983))**

1. The competitive bid to which this statement applies has been/will be (strike one) submitted to the following government agency:		
2. The person submitting the bid is:	Name <i>MICHAEL ORSINI</i>	Position <i>OWNER/CEO</i>
3. The business entity with which the person submitting the bid is associated is: <i>OSA GLOBAL LLC</i>		
4. My relationship to the person or business entity submitting the bid is as follows: <i>OWNER OF COMPANY</i>		
5. The nature of the business intended to be transacted in the event that this bid is awarded is as follows:		
a. The realty, goods and/or services to be supplied specifically include: <i>SCHOOL CROSSING GUARD SERVICES</i>		
b. The realty, goods and/or services will be supplied for the following period of time: <i>3 YEARS</i>		
c. Will the contract be subject to renewal without further competitive bidding? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No if so, how often? <i>2 x 1yr</i>		
6. Additional comments:		
7. Signature <i>Michael Orsini</i>	Date Signed <i>5-12-15</i>	Date Filed <i>5-26-15</i>
<b><u>FILING INSTRUCTIONS</u></b>		
If you are a state officer or employee required disclosing the information above, please filing this form with the Secretary of State at the Capitol, Tallahassee, Florida 32301. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.		
<b>NOTICE: UNDER THE PROVISIONS OF FLORIDA STATUTES #112.317 (1983), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$5,000.00.</b>		

**NON-COLLUSIVE AFFIDAVIT**  
(Prime Contractor/Vendor)

State of FLORIDACounty of MANATEE

MICHAEL A. ORSINI, being first duly sworn, deposes and says that they are  
CEO OF OSA GLOBAL LLC, the party making the fore-going solicitation  
(Partner or officer of the firm, etc.)

is genuine and not collusive or sham; that said contractor/vendor has not colluded, conspired, connived or agreed, directly or indirectly, with any contractor/vendor or person, to put in a sham solicitation or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the solicitation price of affiant or of any other contractor/vendor, or to fix overhead, profit or cost element of said solicitation price, or of that of any other contractor/vendor, or to secure any advantage against the City of Sarasota of any person interested in the proposed contract; and that all statements in said solicitation are true.

Michael A. Orsini

(Contractor/Vendor, if the Contractor/vendor is an individual;  
Partner, if the Contractor/vendor is a partnership;  
Officer, if the Contractor/vendor is a corporation)

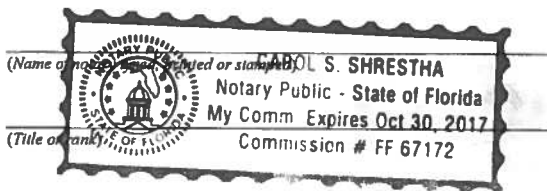
OSA GLOBAL LLC  
(Company Name)

STATE OF FLORIDACOUNTY OF MANATEEThe foregoing instrument was acknowledged before me this 12<sup>th</sup> day of MAY by

MICHAEL A ORSINI (name and title of corporate officer) of OSA GLOBAL LLC

(name of corporation), a PENNSYLVANIA (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced personally (type of identification) as identification. known

Carol S. Shrestha  
(Signature line for notary public)



My commission expires:

Oct-30 2017  
(Serial number, if any)

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

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to CITY OF SARASOTA  
(Print name of the public entity)
- by MICHAEL A. ORSINI OWNER/CEO  
(Print individual's name and title)
- for OSA GLOBAL LLC  
(Print name of entity submitting sworn statement)
- whose business address is 8142 INDIGO RIDGE TERRACE UNIVERSITY PARKWAY, FL 34201
- (If applicable) its Federal Employer Identification Number (FEIN) is 27-1499426
- (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.
2. 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, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. 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 or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "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 offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a 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 proceeding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(c), 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 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 the entity.

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

X Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor 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, member, or agents who are active in management of the entity, or an 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 its officers, directors, executives, partners, shareholders, employees, member, 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. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Michael A. Orsini  
(Signature)

5/12/2015  
(Date)

STATE OF FLORIDA  
COUNTY OF MANATEE

PERSONALLY APPEARED BEFORE ME, the undersigned authority, MICHAEL A ORSINI  
(Name of individual signing)  
who, after first being sworn by me, affixed his/her signature in the space provided above on this 12<sup>th</sup> day  
of MAY, 2015.

Carol S. Shrestha  
(NOTARY PUBLIC)

My Commission Expires: Oct-30-2015



**ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM**

Please fill in the form below. Provide a sheet for each incident that has occurred over the past 10 years. Please complete in chronological order with the most recent incident on starting on page 1. Please do not modify this form or submit your own variation.

1.	Your Company Name				
2.	Type of Incident	Place an X in the appropriate block.	Alleged Negligence		Breach of Contract
3.	Date of Incident				
4.	Who Took Action Against Your Company? (Include name, state, and City.)				
5.	What was the initial circumstance for this action?				
6.	What was the final outcome of this action?				

Make as many copies of this sheet as necessary in order to provide a 10 year history of the requested information. Provide this sheet to your primary partners that are listed in your proposal. If there is no action pending or action taken in the last 10 years, write "NONE" on the page and return it with the company name completed.

Page Number:  of

Update the page number to reflect the current page and the total number of pages. If you must use a separate sheet to continue an explanation please reference the page and item number on the separate sheet. Example: Page 3, Item 5.

**Alternate Reporting:** If you have too many lawsuits report the most recent 10 lawsuits. This may be done on a spreadsheet. Please include the name of the plaintiff (Do not include litigation with your company as the plaintiff), Date of filing, initial reason for circumstances, final outcome. Final outcome should include whether a monetary settlement was made. The amount may remain anonymous. In the blocks above enter, "See Enclosed Spreadsheet" if you use this alternate method



**DRUG-FREE WORKPLACE CERTIFICATION**

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

OSA GLOBAL LLC  
CONTRACTOR VENDOR NAME

  
AUTHORIZED SIGNATURE


## CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Name: GSA GLOBAL LLC  
Respondent's Authorized Representative Name and Title: MICHAEL A ORSINI - CEO  
Address: 2438 MANATEE AVE EAST  
City: BRADENTON State: FLORIDA Zip: 34208  
Phone Number: 412-287-3108 Respondent FEIN: 27-1499426  
Email Address: mikeorsini@msn.com

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

**Certification:**

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: MICHAEL A ORSINI  
who is authorized to sign on behalf of the above referenced company.  
Authorized Signature:   
Print Name and Title: MICHAEL A ORSINI - CEO

## LOCAL VENDOR CERTIFICATION

To qualify as a local vendor you must meet the criteria in Section 43 of the Terms and Conditions. For details you may refer to City of Sarasota Ordinance 12-5009.

Check the appropriate box:

City Vendor ☐County ☒

Business Name:	OSA GLOBAL LLC
*Physical Address:	8142 INDIGO RIDGE TERRACE UNIVERSITY PARKWAY, FL 34201
Previous Address: (if less than 1 year)	
Length of time at address:	6 YEARS
Number of full-time employees:	
*Occupational License (attach)	
Email	mikeorsini@msn.com

Michael O. Orsini  
Signature of Authorized Representative

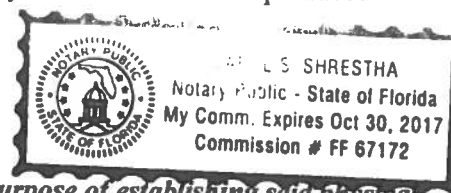
5/12/2015  
Date

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of MAY, 20 15 by MICHAEL A ORSINI - CEO (name and title of corporate officer) of OSA GLOBAL LLC (name of corporation), a PENNSYLVANIA (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced Personally known (type of identification) as identification.

Carol S. Shrestha  
(Signature line for notary public)

Seal:



- Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address.
- In order to be eligible for local preference, the vendor must provide a copy of the occupational license/Business Tax Receipt.

**Please return this page, due no later than the deadline for the Bid opening, to**

**Purchasing Manager**  
**City of Sarasota**  
**1565 1st Street, Room 205**  
**Sarasota, FL 34236.**

**Employees:**

**City Residents:** the employee's residence is located within the City of Sarasota City limits

**County Residents:** the employee's residence is located within Sarasota County, but outside the City of Sarasota City limits.

**Non-Local Residents:** the employee's residence is located outside Sarasota County

**Full-time Employees:** The employee works greater than 30 hours per week or greater than 1560 hours per year.

**Part-time Employees:** The employee works less than 30 hours per week or less than 1560 hours per year.

**Expected New Hire Employees:** Employees expected to be hired to complete the work specified in this proposal.

Employee Residence Statistics:	List number of employees in each category			
	City Residents	County Residents	Non-Local Residents	TOTAL
Current Full-time Employees	0	0	14	14
Current Part-time Employees	0	4	63	67
Expected New Hire Full-time Employees	0	0	0	0
Expected New Hire Part-time Employees	0	24	2	26
Sub-Contractor's Full-time Employees	0	0	0	0
Sub-Contractor's Part-time Employees	0	0	0	0

## MINORITY BUSINESS ENTERPRISE UTILIZATION PLAN

**NOTE: THIS FORM MUST BE SUBMITTED WITH THE BID FORM OR RFP SUBMISSION**

**Provide a copy of the State of Florida certification for each subcontractor listed certified in accordance with Section 287.0943 or 287.0943(1), Florida Statutes.**

1 of 1

**N/A**

**Minority Subcontractor**  
Full name and address

### Description of Work/Services/Goods

**Allocation of Cost/  
Percent of Value**

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

**For this submission please provide:**


**TOTAL Allocation of Contract Cost  
OR TOTAL PERCENT of Contract Value**

\_\_\_\_\_

\_\_\_\_\_

(Please print or type all information.)

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

**Proposer References**Name of Company Submitting bid: OSA GLOBAL LLC**References**

Contact Person & Title:	<u>DAVE DREW</u>	<u>SECURITY DIRECTOR</u>
Email Address		Phone No. <u>412.519.0122</u>
Company Name:	<u>PENN HILLS SCHOOL DISTRICT</u>	Fax No.
Mailing Address:	<u>260 ASTER ST</u>	
City:	<u>PITTSBURGH</u>	State: <u>PA</u> Zip: <u>15235</u>
Type of commercial work contracted:	<u>SCHOOL SECURITY</u>	

Contact Person & Title:	<u>TREVOR GOOBY</u>	<u>DIRECTOR OF OPERATIONS</u>
Email Address	<u>trevor.gooby@pirates.com</u>	Phone No. <u>941.747.3031</u>
Company Name:	<u>PITTSBURGH PIRATES</u>	Fax No. <u>941.747.9549</u>
Mailing Address:	<u>1701 27<sup>th</sup> ST E</u>	
City:	<u>BRADENTON</u>	State: <u>FL</u> Zip: <u>34208</u>
Type of commercial work contracted:	<u>SECURITY</u>	

Contact Person & Title:	<u>CHRIS BRANDT</u>	<u>DIRECTOR OF SPECIAL PROJECTS</u>
Email Address	<u>cbrandt@itworksglobal.com</u>	Phone No. <u>941.799.6771</u>
Company Name:	<u>IT WORKS</u>	Fax No.
Mailing Address:	<u>908 RIVERSIDE DR</u>	
City:	<u>PALMETTO</u>	State: <u>FL</u> Zip: <u>34221</u>
Type of commercial work contracted:	<u>SECURITY</u>	

Contact Person & Title:	<u>WAYNE POSTON</u>	<u>MAYOR OF BRADENTON</u>
Email Address	<u>wayne.poston@cityofbradenton.com</u>	Phone No. <u>941.932.9400</u>
Company Name:	<u>CITY OF BRADENTON</u>	Fax No.
Mailing Address:	<u>101 OLD MAIN ST W</u>	
City:	<u>BRADENTON</u>	State: <u>FL</u> Zip: <u>34205</u>
Type of commercial work contracted:	<u>SECURITY</u>	

Proposer must provide Form# 9, Reference Survey, to a minimum of three of the references listed above. Three of the surveys must be returned to the Purchasing Division to be reviewed with your proposal. References should return the surveys direct to the Purchasing Division. Failure to obtain reference surveys 7 days after the opening date may make your company non-responsive.



**CITY OF SARASOTA  
PURCHASING DIVISION  
RFP REFERENCE SURVEY  
15-33BK School Crossing Guard Services**

**Section 1**

<b>FROM:</b>		<b>TO:</b> Barney Kavanagh
<b>COMPANY:</b>		<b>DATE:</b> May 26, 2015
<b>PHONE #:</b>		<b>TOTAL # PAGES:</b> 1
<b>FAX #:</b>		<b>PHONE #:</b> 941-954-4151 <b>FAX #:</b> 941-954-4157
<b>EMAIL:</b>		<b>EMAIL:</b> Barney.Kavanagh@SarasotaGov.com

**SUBJECT:** Reference for work completed regarding (Your project name):

**Additional Details:**

You as an individual or Your company has been given to us as a point of contact for a reference on a project completed for you (identified above). Description of City of Sarasota Project:

Contracting of qualified and trained School Crossing Guards to provide required services within the City limits for the duration of the school year; to include manpower, operating supplies, hiring, management, scheduling and insurance.

**Section 2**

Company you are providing a reference for: \_\_\_\_\_

**Section 3**

Indicate:

"YES" OR "NO"

1. Was the scope of work performed similar in nature?
2. Did this company have the proper resources and personnel by which to get the job done?
3. Were any problems encountered with the company's work performance?
4. Were any change orders or contract amendments issued, other than owner initiated?
5. Was the job completed on time?
6. Was the job completed within budget?
7. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources.  
Rate from 1 to 10. (10 being highest)
8. If the opportunity were to present itself, would you rehire this company?

9. Please provide any additional comments pertinent to this company and the work performed for you:

**PLEASE COMPLETE AND RETURN TO THE ATTENTION OF: Barney Kavanagh  
EMAIL: Barney.Kavanagh@SarasotaGov.com  
or FAX # 941-954-4157**

**Section 4**

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

Please do not submit  
City of Sarasota Employees  
as references.

Reference Signature: \_\_\_\_\_

## **Part II Forms – Construction Forms/Design Build**

These forms are required for construction projects. They are required to be submitted with the bid package.

### **Form# 11 – Bid Bond (2 pages)**

Required for all construction projects over \$150,000.00.

### **Form# 12 – Performance and Payment Bond (2 pages) – Post Proposal Form**

Required for all construction projects over \$150,000.00. This form only needs to be submitted after award of the proposal by the awarded contractor/vendor prior to notice to proceed.

### **Form# 13 – Subcontractors List (1 page)**

Required for construction projects. Please ensure that this form is completed in all columns. If a subcontractor qualifies as an MBE Contractor you must attach the current MBE Certification Certificate.

### **Form# 14 – Trench Safety (1 page)**

Contractor Vendor acknowledges that included in the appropriate solicitation items of the solicitation and in the Total solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990

### **Form# 15 – Contract Agreement (1 page) (Construction Only-Design Build)**

This is the agreement form that will be used once a project is awarded. The contractor/vendors proposals, the original bid specification, including addenda, and scope of work, and any special provision will be included as part of this agreement.

### **Form# 16 – Certification for Disbursement of Previous Partial Payments (1 page) (Post Construction Only/Design Build)**

Self explanatory. Required Form.

### **Form# 17 – Certification for Payment to Minority Business Enterprise (2 pages) (Post Construction Only/Design Build)**

Self explanatory. Required Form.

### **Form#18 – Contractor's Final Affidavit and Release of Lien (2 pages) (Post Construction Only/Design Build)**

Contractor represents that all work to be performed under the aforesaid Contract has been fully completed and that all persons and firms who furnished material, labor, and/or services incident to the completion of said work have been paid in full. Exception must be included and the amount due to the subcontractor or supplier.



**ALL BIDS MUST BE SIGNED, SEALED AND EXECUTED BY A CORPORATE AUTHORITY.**

**N/A**

**STATE OF FLORIDA  
COUNTY OF SARASOTA BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, a Corporation chartered and existing under the laws of the State of \_\_\_\_\_, with its principal offices in the City of \_\_\_\_\_, and firmly bound unto the Sponsor in the full and just sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) good and lawful money of the United States of America, to be paid upon demand by Sponsor, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, and assigns, joint and severally and firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the attached Solicitation, dated \_\_\_\_\_, 20\_\_\_\_, for a Contract entitled:

**15-33BK**

**School Crossing Guard Services**

NOW, THEREFORE, if the Principal shall withdraw said Solicitation prior to the date of opening same, or shall within ten (10) days after the prescribed forms are presented to him for signature enter into a written Contract with City of Sarasota, Florida, in accordance with the Solicitation as accepted, and give a Performance and Payment Bond with good and sufficient Surety or Sureties as may be required, for the faithful performance and proper fulfillment of such Contract and for the prompt payment of all persons furnishing labor or materials in connection therewith; or, in the event of failure to enter into such Contract and give such Bond within the time specified, if the principal shall pay the City of Sarasota the difference between the amount specified in said Solicitation and the amount for which the City of Sarasota may procure the required work and/or supplies, provided the latter amount to be in excess of the amount specified in said Solicitation, then the above obligations shall be void; otherwise, to remain in full force and effect.

IN WITNESS WHEREOF, the above written parties here executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**(Sign here if a Partnership or an Individual)**

IN THE PRESENCE OF:

\_\_\_\_\_(SEAL)  
*Individual Principal*

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

\_\_\_\_\_  
*Business Address*

\_\_\_\_\_(SEAL)  
*Corporate Surety*

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

\_\_\_\_\_  
*Business Address*

N/A

(Sign here if a Corporation)

ATTEST:

\_\_\_\_\_  
*Individual Principal*

BY: \_\_\_\_\_  
*As President*

\_\_\_\_\_  
*Business Address*

\_\_\_\_\_  
*Corporate Surety*

BY: \_\_\_\_\_  
*As Authorized Agent*

\_\_\_\_\_  
*Business Address*

\_\_\_\_\_  
(AFFIX CORPORATE SEAL)

\_\_\_\_\_  
(AFFIX CORPORATE SEAL)

N/A

**PERFORMANCE AND PAYMENT BOND**  
**PUBLIC CONSTRUCTION BOND**

By this bond, we \_\_\_\_\_, as Principal and \_\_\_\_\_,

as Surety, are bound to the City of Sarasota, herein called Owner, in the sum of \$ \_\_\_\_\_, for payment of which we ourselves, our heirs, personal representatives, successors, and assigns jointly and severally are liable.

**THE CONDITION OF THIS BOND IS** that is Principal:

1. Performs this contract dated \_\_\_\_\_, 2\_\_\_\_, between Principal and Owner for the  
**15-33BK School Crossing Guard Services**  
the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract, and;
2. Promptly makes payments to all claimants, as defined in Section 255.05 (1) Florida Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract, and;
3. Pays Owner all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings that Owner sustains because of a default by Principal under this contract, and;
4. Performs the guarantee of work and materials furnished under this contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents and compliance or non-compliance with any formalities connected with the contract or the changes do not affect Surety's obligation under this bond.

\_\_\_\_\_  
Principal  
By: \_\_\_\_\_  
Title  
Address: \_\_\_\_\_

DATED THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2\_\_\_\_\_

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ by  
\_\_\_\_\_  
(name and title of corporate officer) of \_\_\_\_\_ (name of  
corporation), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the

N/A

Form# 12 – Performance and Payment Bond

corporation. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

Signature line for notary public \_\_\_\_\_

Name of notary typed, printed, or stamped \_\_\_\_\_

Title or rank \_\_\_\_\_

Serial number if any \_\_\_\_\_

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

DATED THIS \_\_\_\_\_ DAY

\_\_\_\_\_  
Surety

OF \_\_\_\_\_, 2\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-Fact for Surety

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

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by  
\_\_\_\_\_ (name and title of corporate officer) of \_\_\_\_\_ (name of  
corporation), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation.

He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as  
identification.

Signature line for notary public \_\_\_\_\_

Name of notary typed, printed, or stamped \_\_\_\_\_

Title or rank \_\_\_\_\_

Serial number if any \_\_\_\_\_

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

**Contractor/vendor is required to execute and deliver the original copy of this bond to the City of  
Sarasota and is required to record a copy of the bond in the Public Records of Sarasota County.**

Form# 13 – Subcontractor List

Page 1 of 1

### SUBCONTRACTORS LIST

[illegible]

Please include subcontractors name, area of work (i.e. mechanical, electrical, etc..) and a **valid** phone number and email. Also include the dollar value or percentage that the subcontractor will be performing. If subcontractors qualify as MBE contractors, please attach a current certificate.

N/A

**TRENCH SAFETY**

Contractor/Vendor acknowledges that included in the appropriate solicitation items of the solicitation and in the Total solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor/vendor further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____
TOTAL \$ _____				

If applicable, the contractor/vendor certifies that all trench excavation done within his control in excess of five (5') feet in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Sub-article 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the solicitation being declared non-responsive.

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

\_\_\_\_\_  
(Company Name)

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ (name and title of corporate officer) of \_\_\_\_\_ (name of corporation), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
(signature line for notary public)

\_\_\_\_\_  
(name of notary typed, printed or stamped)

\_\_\_\_\_  
(title or rank)

My commission expires:

\_\_\_\_\_  
(serial number, if any)

**CONTRACT AGREEMENT**

**THIS CONTRACT AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Sarasota, Florida, a municipal corporation, herein after referred to as City, and \_\_\_\_\_, a Florida Corporation, with its principal place of business at \_\_\_\_\_ hereinafter referred to as the Contractor, in the manner following:

WITNESSETH, that for in consideration of the mutual covenants herein contained, running from each of the parties to the other, the parties hereto have agreed as follows:

1. The Contractor hereby expressly covenants and agrees to furnish all necessary labor, materials, equipment, tools, consumables, transportation and incidentals required for the \_\_\_\_\_, in accordance with the General Provisions, Technical Specifications, and Special Provisions attached hereto and made a part hereof, and in accordance with the Contractor's proposal submitted in connection herewith.
2. The City agrees to pay unto the Contractor after all the above specified work has been fully completed and finally inspected and accepted by the City, and Contractor's statement under oath to the effect that all labor and material suppliers have been paid in full has been furnished, the total contract price of \$ \_\_\_\_\_, for the complete performance of all covenants made above by the Contractor, subject to additions and deductions by change orders as provided in the Contract Documents.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

CITY OF SARASOTA

\_\_\_\_\_  
CITY MAYOR

ATTEST:

\_\_\_\_\_  
CITY AUDITOR AND CLERK / IF APPLICABLE

WITNESSES AS TO CONTRACTOR:

CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_  
CITY ATTORNEY

N/A

# **CERTIFICATION FOR DISBURSEMENT OF PREVIOUS PARTIAL PAYMENTS TO SUB-CONTRACTORS**

Date: MAY 12, 2015

To Release Monthly Payment for \_\_\_\_\_, Prime Contractor for **Bid# 15-33BK School Crossing Guard Services**, hereby certifies that all Sub-Contractors having an interest in this Contract have received their pro rata share of all previous partial payments made by the City of Sarasota for all work completed and materials and equipment furnished under the Contract. The term "Sub-Contractor", as used herein, shall also include persons or firms furnishing materials or equipment incorporated into the work or stockpiled in the vicinity of the Project which partial payment has been made by the City and work done under equipment-rental agreements.

\_\_\_\_\_  
Contractor

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

Attested by: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ (name and title of corporate officer) of \_\_\_\_\_, a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
(signature line for notary public)\_\_\_\_\_  
(name of notary typed, printed or stamped)\_\_\_\_\_  
(title or rank)\_\_\_\_\_  
(serial number, if any)**Instructions:**

1. Submit this Certification to the Project Manager within ten (10) days after receipt of payment.
2. A separate Certification is required for **each Contract**.
3. To avoid possible delay in payment, certification must be submitted with each request for partial payment after the initial partial payment has been made.
4. In case of a corporation, the certification should be signed by a President or Vice President or if signed by any other individual, the Contractor shall also submit a corporate resolution authorizing that individual to bind the corporation or some other acceptable document certifying that individuals delegated authority.
5. The certification must be attested to by either a notary public or an appropriate corporate officer.





# **CERTIFICATION FOR PAYMENT TO MINORITY BUSINESS ENTERPRISE**

N/A

This is to certify that \_\_\_\_\_  
(M.B.E. Contractor/Vendor) received (monthly) or (final) partial payment of \$ \_\_\_\_\_  
on \_\_\_\_\_ 2 \_\_\_\_\_ from \_\_\_\_\_ Prime Contractor/Vendor for

**15-33BK**

**School Crossing Guard Services**

Signed by Official of Prime Contractor/Vendor: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_ (name and title of corporate officer) of  
\_\_\_\_\_, a \_\_\_\_\_ (state or place of incorporation)  
corporation, on behalf of the corporation. He/she is personally known to me or has produced  
\_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
(signature line for notary public)

\_\_\_\_\_  
(name of notary typed, printed, or stamped)

\_\_\_\_\_  
(title or rank)

\_\_\_\_\_  
(serial number, if any)

.....  
Total Paid this Month \$ \_\_\_\_\_  
Total Previously Paid \$ \_\_\_\_\_  
Total Paid to Date \$ \_\_\_\_\_

Signed by Official of M.B.E. Contractor/Vendor: \_\_\_\_\_

STATE OF \_\_\_\_\_ (Title)

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_ (name and title of corporate officer) of \_\_\_\_\_

\_\_\_\_\_ (name of corporation), a \_\_\_\_\_ (state of  
place of corporation) corporation, on behalf of the corporation. He/she is personally known to me or has  
produced \_\_\_\_\_ (type of identification) as identification.

Signature line for notary public \_\_\_\_\_

Name of notary typed, printed, or stamped \_\_\_\_\_

Title or rank \_\_\_\_\_

Serial number if any \_\_\_\_\_

**Due:** By the 10th of each month after M.B.E. starts work whether payment is made or not.

**Distribution:** Original and 1 copy

**Note:** M.B.E.'s failure to provide this form to the Prime Contractor/Vendor upon receipt of payment is grounds to suspend the M.B.E.'s certification. Non-compliance by the Prime Contractor/Vendor to provide the City with this information will be considered as sufficient grounds for the City Manager to terminate the contract.

Total of all Progress Payments \$ \_\_\_\_\_

Retainage Withheld - \$ \_\_\_\_\_

Bond Withheld - \$ \_\_\_\_\_

Amount of Utilization Schedule - \$ \_\_\_\_\_

Overrun (+) - \$ \_\_\_\_\_

(\*) Under-run (-) - \$ \_\_\_\_\_

(\*) Includes comments explaining all under-runs.

**CONTRACTOR'S FINAL AFFIDAVIT AND RELEASE OF LIEN****15-33BK****School Crossing Guard Services**

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

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

**BEFORE ME** the undersigned authority personally appeared \_\_\_\_\_  
 who after being by me first sworn, deposes and says that:

1. He/she is \_\_\_\_\_ of \_\_\_\_\_  
(Title of Officer) (Contractor/Vendor Name)  
 doing business in the State of Florida, hereinafter called Contractor.
2. Contractor pursuant to Contract dated \_\_\_\_\_, 2\_\_\_\_\_, hereinafter referred to as Contract, with the City of Sarasota, Florida, hereinafter referred to as City, has heretofore furnished or caused to be furnished labor, material and services for the construction of certain improvements as more particularly set forth in said Contract.
3. Contractor represents that all work to be performed under the aforesaid Contract has been fully completed and that all persons and firms who furnished material, labor, and/or services incident to the completion of said work have been paid in full except to the following:

NAMEADDRESSAMOUNT DUE

*(Write "None" if all persons and firms have been paid in full)*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. The undersigned affiant for and in consideration of final payment to them in the amount of \$\_\_\_\_\_, and all other previous payments paid by City to Contractor, does hereby for and in behalf of the Contractor, waive, release, remise and relinquish the Contractor's right to claim, demand or impose a lien or liens for work done or materials and/or services furnished or any other class of lien whatsoever, on any of the premises owned by City on which improvements have been completed in connection with the aforementioned Contract.
5. The affiant herein does hereby represent that he/she has authority to execute a full and final Release of Lien for and in behalf of the Contractor as set forth above.

6. The affiant herein makes this Affidavit and Release of Lien for the express purpose of inducing City to make final disbursement and payment to the Contractor in the amount of \$ \_\_\_\_\_.
7. This Affidavit and Release of Lien is made by affiant with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to City under said applicable laws, affiant expressly agrees to indemnify and save City harmless from any and all actual costs and expenses, including reasonable attorney's fees, arising out of claims by laborers, subcontractors or material men who might claim that they have not been paid for services or material furnished by or through the Contractor in connection with the work performed under the aforementioned Contract.

(Corporate Seal)

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

ATTEST:

By \_\_\_\_\_

*Affidavit*

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ (name and title of corporate officer) of \_\_\_\_\_ a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

Signature line for notary public \_\_\_\_\_

Name of notary typed, printed, or stamped \_\_\_\_\_

Title or rank \_\_\_\_\_

Serial number if any \_\_\_\_\_

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

**Part III – Samples, Examples, and Helps**

**Form# 19 – RFP Withdrawal Request**

Self explanatory.

**Sample# 1 – Sunbiz.com Registration**

Self explanatory.

**Sample# 2 – Proposer Checklist**

Self explanatory.

**RFP WITHDRAWAL REQUEST**

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

**RFP Number and Title:**

**15-33BK**

**School Crossing Guard Services**

I \_\_\_\_\_, an authorized signer for  
Print Authorized Signer's Name Here

\_\_\_\_\_  
Print Contract/Vendor's Name Here

wish to withdraw my paper RFP on the project listed above. Upon withdrawal I authorize my representative, \_\_\_\_\_ to take possession of our RFP.  
Type Name of Authorized Representative

Attached is a copy of proper identification (government issued identification) for the purpose of claiming the RFP. I understand that if no one is present to take possession of the withdrawn RFP, the RFP will be disposed of in a proper manner, by the City, twenty-four (24) hours after the RFP opening date and time.

\_\_\_\_\_  
**Authorized Signature**

**2015 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT**

DOCUMENT# M10000000643

**Entity Name:** OSA GLOBAL, LLC

**Current Principal Place of Business:**

8142 INDIGO RIDGE TERRACE  
UNIVERSITY PARKWAY, FL 34201

**Current Mailing Address:**

2700 HIGHLAND AVE  
SUITE 6  
NEW CASTLE, PA 16105 US

**FEI Number:** 27-1499426

**Certificate of Status Desired:** Yes

**Name and Address of Current Registered Agent:**

REGISTERED AGENT SOLUTIONS, INC.  
155 OFFICE PLAZA DR STE A  
TALLAHASSEE, FL 32301 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:**

\_\_\_\_\_  
Electronic Signature of Registered Agent

\_\_\_\_\_  
Date

**Authorized Person(s) Detail :**

Title MGRM  
Name ORSINI, MICHAEL  
Address 8142 INDIGO RIDGE TERRACE  
City-State-Zip: UNIVERSITY PARKWAY FL 34201

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** MICHAEL ORSINI

**PRESIDENT**

**02/23/2015**

\_\_\_\_\_  
Electronic Signature of Signing Authorized Person(s) Detail

\_\_\_\_\_  
Date

**Special Conditions:**

These are conditions that are in relation to this RFP only and have not been included in the CITY's standard Terms and Conditions or the Scope of Work.

1. The forms that have a "construction only" watermark do not apply to this RFP.
2. There are specific requirements of the Contractor as identified in the Scope of Services which includes:
  - a. Must offer position to existing employees. Prefer that company hire current School Crossing Guards, please include statement confirming as much.
  - b. Must be willing to begin Fall 2015.
  - c. Shall be responsible for all staffing absences and replacement of normally scheduled personnel with qualified and trained replacements, when needed and subject to all requirements stated herein;
  - d. Shall ensure daily school crossing guard coverage in accordance with the Sarasota County School Board calendar.

The rest of this page has purposefully been left blank.



**15-33BK**

**School Crossing Guard Services**



**City of Sarasota, Florida  
Scope of Work and Specifications**

**Prepared by:**

**Sarasota Police Department**

## Scope of Services

### 1. Description of requested services:

- a. Contractor to provide 18 City intersections with trained qualified, supervised, School Crossing Guards for the entire school year, each year of contract.

### 2. Term of Contract

- a. Three years initial contract with two (1) year renewal options by City.

### 3. Requirements

- a. Contractor preferred to have Minimum Five Years' Experience; ✓
- b. At least five other Government Client Contracts providing School Crossing Guard Services, similar in scope and size; N/A
- c. Must offer position to existing employees. Prefer that company hire current School Crossing Guards, please include statement confirming as much;
- d. Guards must be trained and certified according to the "Florida School Crossing Guard Training Guidelines";
- e. Must be willing to begin Fall 2015;
- f. Contractor must provide a criminal background, sex offender, drug screening and reference check are required on all newly registered school crossing guards hired while under contract;
- g. Must provide required equipment according to Florida Department of Transportation Safety Office/Florida School Crossing Guard Training Guidelines;
- h. Must provide uniform (vest, gloves, whistle and stop paddle, photo ID badges);
- i. Contractor must provide documentation that all guards and supervisors (employed by vendor) are properly insured with Liability and Workers Comp Insurance;
- j. Contractor to provide a supervisor in the field working with guards daily; also providing administrative support in scheduling and personnel replacement, training, etc.;
- k. Number of current positions: 18 post locations, 1 crossing guard per location, 1 supervisor;
- l. Hire as many of the existing guards initially as are willing to work for you
- m. Contractor responsible for program's payroll
- n. Contractor shall be responsible for all staffing absences and replacement of normally scheduled personnel with qualified and trained replacements, when needed and subject to all requirements stated herein;
- o. Contractor shall ensure daily school crossing guard coverage in accordance with the Sarasota County School Board calendar.

prior to beginning of school year  
school background checks

#### 4. Current Schedule and Locations:

	Morning	Afternoon	# Guards
<b><u>Alta Vista School</u></b>			
Browning & Tuttle	0730-0830	1445-1545	1
Bahia Vista & Euclid	0730-0830	1445-1545	1
Bahia Vista & Tuttle	0730-0830	1445-1545	1
Bahia Vista & Shade	0730-0830	1445-1545	1
Hatton & Euclid	0730-0830	1445-1545	1
Hatton & Shade	0730-0830	1445-1545	1
<b><u>Tuttle School</u></b>			
8 <sup>th</sup> & Tuttle	0715-0815	1445-1545	1
8 <sup>th</sup> Street & Lime	0715-0815	1445-1545	1
8 <sup>th</sup> St. & Brink	0715-0815	1445-1545	1
Lockwood Ridge & 8 <sup>th</sup>	0715-0815	1445-1545	1
Lockwood Ridge & 12 <sup>th</sup> St.	0715-0815	1445-1545	1
Fruitville Rd. & Lockwood Rdg S. Side	0715-0815	1445-1545	1
Fruitville Rd. & Lockwood Rdg N. Side	0715-0815	1445-1545	1
<b><u>South Side School</u></b>			
Osprey Ave. & McClellan Pkwy	0730-0830	1445-1545	1
Osprey Ave. & Webber	0730-0830	1445-1545	1
Osprey Ave. & Siesta	0730-0830	1445-1545	1
Webber & U.S. 41 W. side	0730-0830	1445-1545	1
Webber & U.S. 41 E. side	0730-0830	1445-1545	1

#### 5. Pricing:

- a. Vendor will quote an hourly rate base on an *estimated total* of 180 days of service each school year. Total number of days worked shall be in accordance with the Sarasota County School Board annual school schedule. Hourly rate should include but not be limited to:
  - i. Equipment including:
    1. Reflective Vest
    2. Whistle
    3. Stop Paddle
    4. Uniform (white uniform shirt) and black pants/shorts
    5. Company ID Badges
    6. Traffic Cones
    7. Recruiting
    8. Training

**City of Sarasota**  
**Revised Pricing Form**

**RFP # 15-33BK: School Crossing Guard Services**

Proposer/ Company Name:

OSA GLOBAL LLC

Item	Description	Unit	Total Estimated Hours/ Year	Number Employees/ Year	Hourly Rate	Total Cost
1	<u>Crossing Guard</u> – Yr 1	Hourly	360 hours	18	\$ 18.08	\$ 117,158.40
	“ “ – Yr 2	Hourly	360 hours	18	\$ 18.08	\$ 117,158.40
	“ “ – Yr 3	Hourly	360 hours	18	\$ 18.08	\$ 117,158.40
2	<u>Supervisor</u> – Yr 1	Hourly	900 hours	1	\$ 21.08	\$ 18,972.00
	“ - Yr 2	Hourly	900 hours	1	\$ 21.08	\$ 18,972.00
	“ - Yr 3	Hourly	900 hours	1	\$ 21.08	\$ 18,972.00
<b>Total Cost for Initial Contract Period</b> (Yr -1 + Yr- 2 + Yr-3)					\$	408,391.20

All Proposers shall enter an hourly rate, above, for each of the three years that comprise the Initial Contract Period for these services. For each year of the Initial Contract Period; it is estimated that the contractor shall perform these services for a total of One Hundred Eighty (180) days, for Two (2) hours each day. The total of Three Hundred Sixty (360) Hours for the CROSSING GUARD(S) or the total of Nine Hundred (900) Hours for the SUPERVISOR are estimates and are used only for bidding purposes; it is not a guarantee of the actual number of hours that will be worked each year.

The Total Cost for the Initial Contract Period shall be used when calculating the total number of points to be assigned to each proposer for the Evaluation Criteria titled “Pricing”. Please refer to page 40 of the RFP package for how this calculation is determined.

The contractor shall be paid at the approved hourly rate(s) indicated above. Hourly rate should include cost for any overhead. This may include but is not limited to uniforms and safety equipment.

- Continued on next page -

City of Sarasota, Sarasota, Florida

The undersigned, as Proposer, hereby declares that no person or other persons other than the undersigned are interested in this proposal as Principal, and that this bid is made without collusion with others; and that we have carefully read and examined the specifications, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the specifications for said service for the prices as listed on the previous pages.

**Federal Employer Identification  
Number:**

27-1499426

**All prices are to be F.O.B. Destination Sarasota, Florida.**

**Where Proposer is a Corporation, add:**

**Authorized Proposer:**

OSA GLOBAL LLC  
**Company Name: (Name printed or typed  
with Title)**

MICHAEL A ORSINI  
**Proposer: (Name printed or typed**

**(Seal-if applicable)**

  
**Authorized Signature of Proposer**

2438 MANATEE AVE EAST BRADENTON FL  
**Mailing Address** **City** **State**  
**Zip Code**

941.896.3148  
**Phone Number**

941.896.3150  
**Fax Number**

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

\_\_\_\_\_  
**Secretary**

**City of Sarasota  
RFP Response Form**

Company Name:

Action Labor of FL / Staffing Connection

Date Submitted

May 20<sup>th</sup>, 2015

RFP Deadline

Date:

May 26, 2015PROJECT IDENTIFICATION: RFP # 15-33BKRFP NAME: School Crossing Guard Services

COMPANY NAME:

Action Labor / Staffing Connection

NAME &amp; TITLE:

(TYPED OR PRINTED)

Karen Hoover - President

BUSINESS ADDRESS: (PHYSICAL)

624 Nottingham Blvd.West Palm Beach, FL 33405

CORPORATE OR MAILING

ADDRESS: ☐ SAME AS PHYSICAL**Address must match Sunbiz**6555 N. Powerline Rd. #306Fort Lauderdale, FL 33309

E-MAIL ADDRESS:

SCOOK@STAFFINGCONNECTION.COM

PHONE NUMBER:

954-776-3444

FAX NUMBER:

954-776-8476

In submitting this proposal, Proposer makes all representations required by the Instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the RFP Documents and of the following addenda:

No. RFP#15-33 Dated: April 23<sup>rd</sup>, 2015

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

Dated: \_\_\_\_\_

No. #1 Dated: May 5<sup>th</sup>, 2015

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

Dated: \_\_\_\_\_

No. ADDENDUM #2 Dated: May 20<sup>th</sup>, 2015

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

Dated: \_\_\_\_\_

City of Sarasota, Sarasota, Florida

The undersigned, as Proposer, hereby declares that no person or other persons other than the undersigned are interested in this Request for Proposal (RFP) as Principal, and that this RFP is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein are contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the specifications or scope of work for said service for the prices as listed on the city provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

Tax Identification Number:

65-1038622

(1) Employer Identification Number -Or- (2) Social Security Number:

**\*\* The City of Sarasota collects your social security number for tax reporting purposes only****ALL BIDS MUST BE SIGNED, SEALED AND EXECUTED BY A CORPORATE AUTHORITY.**

Where Proposer is a Corporation, add:

Action Labor of FL / Staffing Connection

Authorized Proposer:

Karen Hoover

Company Name: (Name printed or typed)

Proposer: (Name printed or typed)

(Seal)

Authorized Signature and Proposer Title

Attest:

Please

State o

www.s

Secretary

in certificate establishing your firm as authorized to conduct business in the  
Florida Department of State, Division of Corporations. Please refer to website:

ACTION LABOR OF FL

services



*City of Sarasota*  
*Revised Pricing Form*

**RFP # 15-33BK: School Crossing Guard Services**

Proposer/ Company Name: Action Labor of Florida / Staffing Connection

Item	Description	Unit	Total Estimated Hours/ Year	Number Employees/ Year	Hourly Rate	Total Cost
1	<u>Crossing Guard</u> – Yr 1	Hourly	360 hours	18	\$ 17.25	\$ 111,780. <sup>00</sup>
	“ “ – Yr 2	Hourly	360 hours	18	\$ 17.60	\$ 114,048. <sup>00</sup>
	“ “ – Yr 3	Hourly	360 hours	18	\$ 17.60	\$ 114,048. <sup>00</sup>
2	<u>Supervisor</u> – Yr 1	Hourly	900 hours	1	\$ 18.85	\$ 16,965. <sup>00</sup>
	“ - Yr 2	Hourly	900 hours	1	\$ 19.20	\$ 17,280. <sup>00</sup>
	“ - Yr 3	Hourly	900 hours	1	\$ 19.20	\$ 17,280. <sup>00</sup>
<b>Total Cost for Initial Contract Period</b> <b>(Yr -1 + Yr- 2 + Yr-3)</b>					\$ 391,401. <sup>00</sup>	

All Proposers shall enter an hourly rate, above, for each of the three years that comprise the Initial Contract Period for these services. For each year of the Initial Contract Period; it is estimated that the contractor shall perform these services for a total of One Hundred Eighty (180) days, for Two (2) hours each day. The total of Three Hundred Sixty (360) Hours for the CROSSING GUARD(S) or the total of Nine Hundred (900) Hours for the SUPERVISOR are estimates and are used only for bidding purposes; it is not a guarantee of the actual number of hours that will be worked each year.

The Total Cost for the Initial Contract Period shall be used when calculating the total number of points to be assigned to each proposer for the Evaluation Criteria titled “Pricing”. Please refer to page 40 of the RFP package for how this calculation is determined.

The contractor shall be paid at the approved hourly rate(s) indicated above. Hourly rate should include cost for any overhead. This may include but is not limited to uniforms and safety equipment.

- Continued on next page -

**City of Sarasota, Sarasota, Florida**

The undersigned, as Proposer, hereby declares that no person or other persons other than the undersigned are interested in this proposal as Principal, and that this bid is made without collusion with others; and that we have carefully read and examined the specifications, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the specifications for said service for the prices as listed on the previous pages.

**Federal Employer Identification**

**Number:** 65-1038622

***All prices are to be F.O.B. Destination Sarasota, Florida.***

**Where Proposer is a Corporation, add:**

**Authorized Proposer:**

Action Labor Mgmt of FL / Staffing Connection  
**Company Name: (Name printed or typed with Title)**

Karen Hoover  
**Proposer: (Name printed or typed)**

**(Seal-if applicable)**

[Signature]  
**Authorized Signature of Proposer**

624 Nottingham Blvd. West Palm Beach FL  
**Mailing Address City State**  
33405  
**Zip Code**

954-776-3444  
**Phone Number**

954-776-8476  
**Fax Number**

[Signature]  
**Attest:**

[Signature]  
**Secretary**





**Notice to Proposers**

**May 5, 2015**

**ADDENDUM # 1**

**Request for Proposal  
# 15-33  
School Crossing Guard Services**


The City has received the following questions or changes relative to the solicitation listed above and as is required are providing the response(s) to all those prospective vendors/contractors who have expressed an interest in this solicitation. This information is to be considered a part of the solicitation documents. Proposers are further instructed to note receipt of the addendum in the solicitation submission on Form #1. Questions or changes are as follows:

**CLARIFICATION:**

In regards to the "Current Schedule and Locations" matrix shown on page 82 of the RFP, all Proposers shall consider and take into account the following information when submitting their proposal:

*"School Crossing Guards are required to be present a minimum of thirty (30) minutes each morning and afternoon, as directed by the City and mutually agreed upon, during the time range(s) indicated (in the schedule matrix)".*

**Addendum** dated May 5, 2015

  
\_\_\_\_\_  
Mary G. Tucker, CPPO, FCPM  
Purchasing Manager

City of Sarasota  
Financial Administration  
Purchasing Department  
1565 1st Street, Room 205  
Sarasota, Florida 34236  
Telephone: 941-954-4151  
Fax: 941-954-4157

*John  
Action Labor  
5-15-15*



Notice to Proposers

May 20, 2015

**ADDENDUM # 2**

**Request for Proposal  
# 15-33  
School Crossing Guard Services**

The City has received the following questions or changes relative to the solicitation listed above and as is required are providing the response(s) to all those prospective vendors/contractors who have expressed an interest in this solicitation. This information is to be considered a part of the solicitation documents. Proposers are further instructed to note receipt of the addendum in the solicitation submission on Form #1. Questions or changes are as follows:


**PLEASE NOTE:**

A **Revised Pricing Form** has been prepared and is included as part of this Addendum. There is a change in the estimated total hours to be worked by the Supervisor of the School Crossing Guards, as their administrative duties will likely extend beyond the normal hours worked by the Crossing Guard. All proposers are required to complete the Revised Pricing Form when submitting their proposal.

1.	<b>Can you tell me the current provider and their contract rates?</b>
Answer	There is currently no contractor. The current provider is the City of Sarasota Police Department. The School Crossing Guards are classified as "Temporary Part-Time employees".
2.	<b>Also, can you tell me the current pay rate the guards and supervisor are making since they have first preference?</b>
Answer	The average pay rate for a guard is \$12.57/hour and the supervisor's current pay is \$17.57/hour.
3.	<b>On page 79 of the solicitation under the Special Conditions section, item 2a. says the successful vendor must offer positions to existing employees. Can you provide details on how the current employees are being compensated, including their hourly rate?</b>
Answer	Please see the answers given above to question #2. The contractor shall be provided a listing of all current School Crossing Guards, providing their names and associated hourly rates.

*Action Labor*  
*JAC*  
*5-20-15*

**Addendum** dated May 20, 2015

  
\_\_\_\_\_  
Mary G. Tucker, CPPC, FCPM  
Purchasing Manager

*City of Sarasota  
Financial Administration  
Purchasing Department  
1565 1st Street, Room 205  
Sarasota, Florida 34236  
Telephone: 941-954-4151  
Fax: 941-954-4157*

**FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS**

LAST NAME, FIRST NAME, MIDDLE NAME	N/A	OFFICE POSITION HELD
MAILING ADDRESS	AGENCY	
CITY ZIP COUNTY	ADDRESS OF AGENCY	

**WHO MUST FILE THIS STATEMENT**

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

**INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (Required by 112.313(12)(b), Florida Statute (1983))**

1. The competitive bid to which this statement applies has been/will be (strike one) submitted to the following government agency:		
2. The person submitting the bid is:	Name	Position
3. The business entity with which the person submitting the bid is associated is:		
4. My relationship to the person or business entity submitting the bid is as follows:		
5. The nature of the business intended to be transacted in the event that this bid is awarded is as follows:		
a. The realty, goods and/or services to be supplied specifically include:		
b. The realty, goods and/or services will be supplied for the following period of time:		
c. Will the contract be subject to renewal without further competitive bidding? ____ Yes ____ No if so, how often? ____		
6. Additional comments:		
7. Signature	Date Signed	Date Filed
<b><u>FILING INSTRUCTIONS</u></b> If you are a state officer or employee required disclosing the information above, please filing this form with the Secretary of State at the Capitol, Tallahassee, Florida 32301. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.		
<b>NOTICE: UNDER THE PROVISIONS OF FLORIDA STATUTES #112.317 (1983), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$5,000.00.</b>		

**NON-COLLUSIVE AFFIDAVIT**  
**(Prime Contractor/Vendor)**

State of FloridaCounty of Palm Beach

Karen Hoover, being first duly sworn, deposes and says that they are  
President, the party making the fore-going solicitation  
 (Partner or officer of the firm, etc.)

is genuine and not collusive or sham; that said contractor/vendor has not colluded, conspired, connived or agreed, directly or indirectly, with any contractor/vendor or person, to put in a sham solicitation or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the solicitation price of affiant or of any other contractor/vendor, or to fix overhead, profit or cost element of said solicitation price, or of that of any other contractor/vendor, or to secure any advantage against the City of Sarasota of any person interested in the proposed contract; and that all statements in said solicitation are true.

(Contractor/Vendor, if the Contractor/vendor is an individual;  
 Partner, if the Contractor/vendor is a partnership;  
 Officer, if the Contractor/vendor is a corporation)

Action Labor of Florida / Staffing Connection.  
 (Company Name)

STATE OF FloridaCOUNTY OF Palm BeachThe foregoing instrument was acknowledged before me this 20<sup>th</sup> day of May by

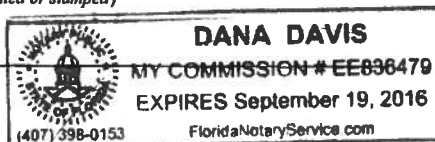
Karen Hoover (name and title of corporate officer) of Action Labor of FL

(name of corporation), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

D. Davis  
 (Signature line for notary public)

Dana Davis  
 (Name of notary typed, printed or stamped)

(Title or rank)



My commission expires:

09.19.16

(Serial number, if any)



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

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to City of Sarasota  
Karen Hoover - Action Labor of FL  
(Print name of the public entity)
- by Karen Hoover - President  
(Print individual's name and title)
- for Action Labor of Florida  
(Print name of entity submitting sworn statement)
- whose business address is 624 Nottingham Blvd. West Palm Beach, FL
- (If applicable) its Federal Employer Identification Number (FEIN) is 65-1038622

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. 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, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. 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 or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "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 offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a 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 proceeding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(c), 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 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 the entity.

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

X Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor 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, member, or agents who are active in management of the entity, or an 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 its officers, directors, executives, partners, shareholders, employees, member, 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. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

(Signature)

(Date)

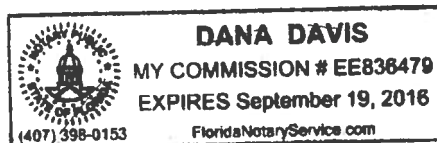
STATE OF Florida  
COUNTY OF Palm Beach

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Karen Hoover

who, after first being sworn by me, affixed his/her signature in the space provided above on this 15<sup>th</sup> day of May, 2015. (Name of individual signing)

(NOTARY PUBLIC)

My Commission Expires: 9.19.16



**ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM**

Please fill in the form below. Provide a sheet for each incident that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form or submit your own variation.

1.	Your Company Name	Action Labor / Staffing Connection			
2.	Type of Incident	Place an X in the appropriate block.	Alleged Negligence		Breach of Contract
3.	Date of Incident	N/A			
4.	Who Took Action Against Your Company? (Include name, state, and City.)	N/A			
5.	What was the initial circumstance for this action?				
6.	What was the final outcome of this action?				

Make as many copies of this sheet as necessary in order to provide a 10 year history of the requested information. Provide this sheet to your primary partners that are listed in your proposal. If there is no action pending or action taken in the last 10 years, write 'NONE' on the page and return it with the company name completed.

Page Number:  of

Update the page number to reflect the current page and the total number of pages. If you must use a separate sheet to continue an explanation please reference the page and item number on the separate sheet. Example: Page 3, Item 5.

**Alternate Reporting:** If you have too many lawsuits report the most recent 10 lawsuits. This may be done on a spreadsheet. Please include the name of the plaintiff (Do not include litigation with your company as the plaintiff), Date of filing, initial reason for circumstances, final outcome. Final outcome should include whether a monetary settlement was made. The amount may remain anonymous. In the blocks above enter, "See Enclosed Spreadsheet" if you use this alternate method



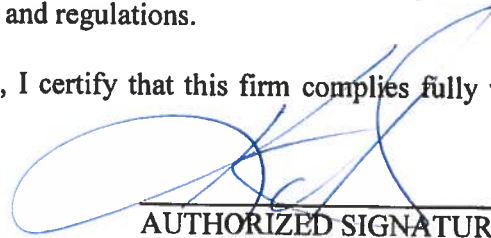
**DRUG-FREE WORKPLACE CERTIFICATION**

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Karen Hoover  
CONTRACTOR VENDOR NAME

  
AUTHORIZED SIGNATURE

**CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**

Respondent Name: <u>Action Labor of FL / Staffing Connection</u>	
Respondent's Authorized Representative Name and Title: <u>Karen Hoover -</u> <u>President</u>	
Address: <u>624 Nottingham Blvd.</u>	
City: <u>West Palm Beach</u>	State: <u>FL</u> Zip: <u>33405</u>
Phone Number: <u>954-776-3444</u>	Respondent FEIN: <u>65-1038622</u>
Email Address: <u>KHoover@ActionLabor.com</u>	

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

**Certification:**

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____
who is authorized to sign on behalf of the above referenced company.
Authorized Signature: _____
Print Name and Title: <u>Karen Hoover - President</u>

**LOCAL VENDOR CERTIFICATION**

To qualify as a local vendor you must meet the criteria in Section 43 of the Terms and Conditions. For details you may refer to City of Sarasota Ordinance 12-5009.

Check the appropriate box:      City Vendor ☐      County ☐

Business Name:	
*Physical Address:	
Previous Address: (if less than 1 year)	
Length of time at address:	
Number of full-time employees:	
*Occupational License (attach)	
Email	

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

\_\_\_\_\_  
Date

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by  
\_\_\_\_\_  
(name and title of corporate officer) of  
\_\_\_\_\_  
(name of corporation), a \_\_\_\_\_ (state or place of  
incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced  
\_\_\_\_\_  
(type of identification) as identification.

Seal:

\_\_\_\_\_  
(Signature line for notary public)

- *Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address.*
- *In order to be eligible for local preference, the vendor must provide a copy of the occupational license/Business Tax Receipt.*

**Please return this page, due no later than the deadline for the Bid opening, to**

**Purchasing Manager  
City of Sarasota  
1565 1st Stree, Room 205  
Sarasota, FL 34236.**

**Employees:**

**City Residents:** the employee's residence is located within the City of Sarasota City limits

**County Residents:** the employee's residence is located within Sarasota County, but outside the City of Sarasota City limits.

**Non-Local Residents:** the employee's residence is located outside Sarasota County

**Full-time Employees:** The employee works greater than 30 hours per week or greater than 1560 hours per year.

**Part-time Employees:** The employee works less than 30 hours per week or less than 1560 hours per year.

**Expected New Hire Employees:** Employees expected to be hired to complete the work specified in this proposal.

Employee Residence Statistics:	List number of employees in each category			
	City Residents	County Residents	Non-Local Residents	TOTAL
Current Full-time Employees				
Current Part-time Employees				
Expected New Hire Full-time Employees				
Expected New Hire Part-time Employees				
Sub-Contractor's Full-time Employees				
Sub-Contractor's Part-time Employees				

**MINORITY BUSINESS ENTERPRISE UTILIZATION PLAN****NOTE: THIS FORM MUST BE SUBMITTED WITH THE BID FORM OR RFP SUBMISSION**

Provide a copy of the State of Florida certification for each subcontractor listed certified in accordance with Section 287.0943 or 287.0943(1), Florida Statutes.

**Minority Subcontractor**  
Full name and address

**Description of**  
**Work/Services/Goods**

**Allocation of Cost/**  
**Percent of Value**

N/A Not using subcontractors.

For this submission please provide:

☐ TOTAL Allocation of Contract Cost  
☐ OR TOTAL PERCENT of Contract Value

(Please print or type all information.)

Signature

Action Labcoct Florida  
Company Name



# **CERTIFICATION FOR PAYMENT TO MINORITY BUSINESS ENTERPRISE**

This is to certify that \_\_\_\_\_  
(M.B.E. Contractor/Vendor) received (monthly) or (final) partial payment of \$ \_\_\_\_\_  
on \_\_\_\_\_ 2 \_\_\_\_\_ from \_\_\_\_\_ Prime Contractor/Vendor for

15-33BK

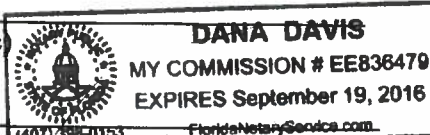
School Crossing Guard Services

Signed by Official of Prime Contractor/Vendor: \_\_\_\_\_

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 15 day of may  
by Karen Hoover (name and title of corporate officer) of  
Action Labor, a Florida Corporation (state or place of incorporation)  
corporation, on behalf of the corporation. He/she is personally known to me or has produced  
\_\_\_\_\_ (type of identification) as identification.

(signature line for notary public)



(name of notary typed, printed, or stamped)

(title or rank)

(serial number, if any)

Total Paid this Month \$ \_\_\_\_\_

Total Previously Paid \$ \_\_\_\_\_

Total Paid to Date \$ \_\_\_\_\_

Signed by Official of M.B.E. Contractor/Vendor: \_\_\_\_\_

STATE OF Florida

(Title)

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_

by \_\_\_\_\_ (name and title of corporate officer) of \_\_\_\_\_

\_\_\_\_\_ (name of corporation), a \_\_\_\_\_ (state or place of corporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

Signature line for notary public \_\_\_\_\_

Name of notary typed, printed, or stamped \_\_\_\_\_

Title or rank \_\_\_\_\_

Serial number if any \_\_\_\_\_

**Due:** By the 10th of each month after M.B.E. starts work whether payment is made or not.

**Distribution:** Original and 1 copy

**Note:** M.B.E.'s failure to provide this form to the Prime Contractor/Vendor upon receipt of payment is grounds to suspend the M.B.E.'s certification. Non-compliance by the Prime Contractor/Vendor to provide the City with this information will be considered as sufficient grounds for the City Manager to terminate the contract.

Total of all Progress Payments \$ \_\_\_\_\_

Retainage Withheld - \$ \_\_\_\_\_

Bond Withheld - \$ \_\_\_\_\_

Amount of Utilization Schedule - \$ \_\_\_\_\_

Overrun (+) - \$ \_\_\_\_\_

(\*) Under-run (-) - \$ \_\_\_\_\_

(\*) Includes comments explaining all under-runs.



hereby grants

# National Women's Business Enterprise Certification

to

## Action Labor Management, LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).  
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Development Council of Florida, a WBENC Regional Partner Organization.

*Shawna*

Expiration Date: 04/21/2016  
WBENC National Certificate Number: 2005112714

Authorized by Nancy Allen, President & CEO,  
Women's Business Development Council of Florida



NAICS Codes: 561320

UNSPSC Codes: 80111600





# TAB VIII

**Contractor/vendor Checklist.**

Below is a checklist to help you remember everything your company needs to complete this solicitation. This checklist is only a guide. The proposer is still responsible for meeting any requirements that may be omitted on this list, whether by accident or design. All items on this list **may not** be applicable.

QUESTIONS	CHECK MARK- CONFIRMATION
Has the RFP been completely filled out <i>on</i> the RFP form?	<input checked="" type="checkbox"/>
Has the unit price been filled in? (If pricing sheet is included)	<input checked="" type="checkbox"/>
Has the extension been calculated? (If pricing sheet is included)	<input checked="" type="checkbox"/>
Has the delivery date, time, and address been noted?	<input type="checkbox"/>
Have you check your proposal for proper organization, tabs are correct?	<input checked="" type="checkbox"/>
If service, product, commodity, or equipment deviates from the specifications or scope of work, have you listed the deviations?	<input checked="" type="checkbox"/>
If descriptive literature has been requested, has it been attached to the RFP proposal?	<input checked="" type="checkbox"/>
Has the RFP been signed, including the executive summary letter?	<input checked="" type="checkbox"/>
Has the RFP been submitted in a sealed envelope/box?	<input checked="" type="checkbox"/>
Have you completed the requested identification data on the front of the RFP envelope and the RFP form page of the RFP documents?	<input checked="" type="checkbox"/>
Has Conflict of Interest document been completed?	<input checked="" type="checkbox"/>
RFP form	<input checked="" type="checkbox"/>
Non collusive affidavit	<input checked="" type="checkbox"/>
Form 3a- competitive bid	<input checked="" type="checkbox"/>
Copy: related MBE State Certified Businesses	<input checked="" type="checkbox"/>
References: contacts & summary commentary. Reference Surveys	<input checked="" type="checkbox"/>
Confirmation of providing special documentation requested specific to project	<input checked="" type="checkbox"/>
Confirmation of drug free policy	<input checked="" type="checkbox"/>
Confirmation of one original and five copies of proposal (include electronic copy)	<input checked="" type="checkbox"/>
Bid bond (Construction-Design Build Only)	<input checked="" type="checkbox"/>
Sworn statement public entity crimes	<input checked="" type="checkbox"/>
Minority business utilization plan	<input checked="" type="checkbox"/>
Trench safety form (Construction-Design Build Only)	<input checked="" type="checkbox"/>
Subcontractors listing (Construction-Design Build Only)	<input checked="" type="checkbox"/>
Copy: company state registration certificate authorized to do business in Florida (Sunbiz.com)	<input checked="" type="checkbox"/>
Confirmation of receipt of all addenda and related construction plans, as applies	<input checked="" type="checkbox"/>
Disclosure of confidential & proprietary information not subject to public disclosure and specific reference to state statute authorizing said exemption	<input checked="" type="checkbox"/>
Have all areas of the RFP forms and related documents been signed off by an authorized agent of the company and / or witnessed/ notarized where applicable?	<input checked="" type="checkbox"/>

**TAB I**

## **Executive Summary**

Staffing Connection is proposing a School Crossing Guard Program. Through this RFP we will detail our proven experience of more than 13 years. We are the only company within the State of Florida that has current contracts on the west coast including: Lee County Sheriff's Office, City of Fort Myers and Sarasota County. We currently employ two certified trainers and forty five crossing guards that live in Sarasota County. Staffing Connection is the largest private supplier of crossing guard services in the State of Florida. Staffing Connection seamlessly transitions cities and counties entire school crossing guard programs. We assume complete responsibility for managing all aspects of the Crossing Guard Program.

Staffing Connection has proven abilities in recruiting, training, assigning crossing guards to identified post locations. Our field supervisors monitor all post locations daily to ensure no gaps in coverage. We maintain a structured program and hold our crossing guards accountable to company policies. Field Supervisors have forms designed to record infractions and disciplinary action is handled as needed. All Field supervisors are required to meet with our Administrator in person weekly to go over their weekly report.

We train and certify according to the "Florida School Crossing Guard Training Guidelines" before post assignment. A nationwide criminal background, sex offender, drug screening and reference check are conducted on all newly registered school crossing guards hired through Staffing Connection/Action Labor.

Ensure that all School Crossing Guards have been properly trained to the "Florida School Crossing Guard Training Guidelines" before post assignment.

School Crossing Guard Training classes are held weekly. Each School Crossing Guard candidate is required to successfully complete a 4 hour classroom training course conducted by a Staffing Connection trainer, who is a FDOT state certified trainer. They will also be required to complete a 2-hour in-the-field training session without and with children at a post.

Staffing Connection will be responsible for completing all training documentation and obtaining the guards' certifications from the state. Guards are re-certified every 12 months.

Maintain School Crossing Guard Training as required for all new personnel hired, scheduled on an "as need basis".

**TAB II**

## **\*Staffing Connection's Qualifications/Scope of Services\***

Staffing Connection is uniquely qualified by way of years of experience. We are the only Florida firm that specializes in School Crossing Guard services with over 12 years of experience. We only staff School Crossing Guard programs. All our energy, staff and resources goes into making our program the best there is.

**Staffing Connection is the largest private supplier of crossing guard services in the State of Florida. Our proven ability to seamlessly transition cities entire school crossing guard programs has made us the number one choice. Staffing Connection assumes complete responsibility for managing all aspect of the Crossing Guard Programs we take on.**

The very unique recruitment skills of the staff coupled with our vigorous training program has made it possible for us to hire and maintain crossing guards that are professional and have the skills and know how to make the right calls.

Staffing Connection/Action Labor is a proud member of the National Safety Council and the South Florida Construction Safety and Health Partnership (C.A.R.E.P.). We take full responsibility and a leadership role in providing a sound safety and health program, and for ensuring its effectiveness in maintaining safe working conditions.

We train and certify according to the "Florida School Crossing Guard Training Guidelines" before post assignment. A criminal background, sex offender, drug screening and reference check are conducted on all newly registered school crossing guards hired through Staffing Connection/Action Labor.

**We provide required equipment according to Florida Department of Transportation Safety Office/ Florida School Crossing Guard Training Guidelines.** Equipment costs can be quite high and burdensome to the city, we eliminate all costs for required equipment i.e.: (vest, gloves, whistle and stop paddle).

**All crossing guards are covered by Staffing Connection Liability and Workers Compensation Insurance.**

State Certified supervisors are in the field working and supervising the guard's daily.

## **OUR STAFF**

**Sharron Cook – Branch Manager**

**Staffing Connection 6/2009 – Present**

**FDOT Certified Trainer**

22 years of experience in staffing management, recruiting and training. State certified crossing guard trainer with proven experience managing, staffing and providing crossing guard services to over 25 cities in four Florida counties. 100% safety record in all four counties.

**Joanne Duty – Resource Placement Administrator/Trainer**

**Staffing Connection 8/1998 – Present**

15 years of experience as a Certified FDOT Crossing Guard Trainer

10 years experience staffing Crossing Guard Programs in Broward County

7 years managing and training field supervisors

7 years experience as a Crossing Guard Field Supervisor and School Crossing Guards.

**Nancy Jimenez – Personnel Administrator/Trainer**

**Staffing Connection 2/2005 – Present**

8 years of experience as a Certified FDOT Crossing Guard Trainer

7 years teaching a training class and state certifying crossing guards

10 years experience in Human Resources

**Therese Murray – Supervisor/Trainer**

**Staffing Connection 6/2005 – Present**

8 years of experience as a Certified FDOT Crossing Guard Trainer

7 years teaching a training class and state certifying crossing guards

7 years managing and training field supervisors

4 years working as a crossing guard

**Vicki Miller – Supervisor/Trainer**

**Staffing Connection 11/2003 – Present**

10 years as a Certified FDOT Crossing Guard Trainer

8 years training crossing guards and field supervisors

Valerie Oravec – Field Supervisor

Staffing Connection 8/2014 – Present

Two years as a crossing guard for Sarasota County. Certified FDOT Crossing Guard Trainer and Field Supervisor. Resident of Sarasota County.

Bernadette Phanner – Field Supervisor

Staffing Connection 8/2014 – Present

Six years as a crossing guard for Sarasota County. Certified FDOT Crossing Guard Trainer and Field Supervisor. Resident of Sarasota County



# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000  
VALID OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015

DBA: STAFFING CONNECTION ACTION LABOR      Receipt #: 329-34749 (STAFFING AGENCY)  
Business Name:      Business Type:

Owner Name: KAREN HOOVER      Business Opened: 08/05/2007  
Business Location: 6555 N POWERLINE RD 306      State/County/Cert/Reg:  
FT LAUDERDALE      Exemption Code:

Business Phone:

Rooms      Seats      Employees      Machines      Professionals

5

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

## THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

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

Mailing Address:

KAREN HOOVER  
6555 N POWERLINE RD #306  
FORT LAUDERDALE, FL 33309

Receipt #1CP-13-00020942  
Paid 09/23/2014 33.00

2014 - 2015



*Venice of America*

CITY OF  
FORT LAUDERDALE BUSINESS TAX YEAR 2014-2015

BUSINESS TAX DIVISION  
700 NW 19 AVENUE, FORT LAUDERDALE, FLORIDA 33311  
(954)828-5195

Business ID: 9701242 Business Name: STAFFING CONNECTION  
Business Address: 6555 NW 9 AVE # 306  
Tax Category: OFFICE USE ONLY Tax#: 725901 Fee:

STAFFING CONNECTION

6555 NW 9 AVE #306  
FORT LAUDERDALE, FL 33309

\*\*\*DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE\*\*\*

Business ID: 9701242  
Tax Number: 725901  
Business Name: STAFFING CONNECTION  
Business Address: 6555 NW 9 AVE # 306  
Business Owner: STAFFING CONNECTION

- This Receipt is issued for the period commencing October 1st and ending September 30th of the years shown above.
- If you have moved out of the city, please provide a written statement.
- A transfer of business location within the city limits is subject to zoning approval. Please complete a Business Tax Transfer Application and bring it to our office to obtain the necessary approval.
- A Transfer fee applies of 10% of the annual business tax fee. The fee shall not be less than \$3.00, nor greater than \$25.00.
- If you have sold your business, please provide us with a copy of the Bill of Sale.

**Please be advised that this issuance of a Business Tax Receipt establishes that the business you intend to conduct is a use permitted by the City Zoning Code for the location at which you intend to operate. The issuance of a Business Tax Receipt in no way certifies that the property located at this address is in compliance with other provisions of the City Code of Ordinances.**

BUSINESS TAX DIVISION  
700 NW 19 AVENUE, FORT LAUDERDALE, FLORIDA 33311  
TEL (954)828-5195 FAX (954)828-6929  
WWW.FORTLAUDERDALE.GOV



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/19/2015

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> SUNZ Insurance Solutions, LLC. c/o Action Labor Management LLC 624 Nottingham Blvd West Palm Beach, FL 33405	<b>ID: (Action)</b>	<b>CONTACT NAME:</b> Lisa Bealy <b>PHONE (A/C, No, Ext):</b> 352-867-2866 <b>E-MAIL ADDRESS:</b> lisa.bealy@loausa.com <b>FAX (A/C, No):</b>
<b>INSURED</b> Action Labor Management, LLC Dba Staffing Connections Action Labor of Florida, LLC 624 Nottingham Blvd West Palm Beach FL 33405		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: SUNZ Insurance Company INSURER B: Aspen Re - London - Best Rating "A" INSURER C: Catlin Syndicate - Lloyds - Best Rating "A" INSURER D: Brit Syndicate - Lloyds - Best Rating "A" INSURER E: INSURER F:
		<b>NAIC #</b> 34762

**COVERAGES****CERTIFICATE NUMBER: 24747273****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE AGGREGATE
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WCSTF0000324 01	1/10/2015	1/10/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
B	Workers Compensation					This is for informational purposes and nothing shall create any right under such reinsurance.
C	Excess Coverage					
D						

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

Workers' Compensation coverage applies only to those temporary employees assigned by Action Labor of Florida, LLC, but does not extend any other rights or endorsements, unless explicitly requested.

**CERTIFICATE HOLDER****CANCELLATION**

City of Sarasota  
City Hall  
1565 1st Street  
Sarasota FL 34236

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

AUTHORIZED REPRESENTATIVE

Glen J Distefano

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ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

**TAB V**

## Proposer References

Name of Company Submitting bid: Action Labor of FL / Staffing Connection

## References

Contact Person & Title:	<u>Lieutenant Tim Enos</u>		
Email Address	<u>tenos@scgov.net</u>	Phone No.	<u>941-927-4190</u>
Company Name:	<u>Sarasota County Sheriff's Office</u>		
Mailing Address:	<u>2071 Ringling Blvd.</u>		
City:	<u>Sarasota</u>	State:	<u>FL</u> Zip: <u>34237</u>
Type of commercial work contracted:	<u>School Crossing Guards - currently contracted</u>		
Contact Person & Title:	<u>Lieutenant Dennis Petracca</u>		
Email Address	<u>dPetracca@sherifflee.fl.org</u>	Phone No.	<u>239-477-1378</u>
Company Name:	<u>Lee County Sheriff's Office</u>		
Mailing Address:	<u>14750 Six Mile Cypress Parkway</u>		
City:	<u>Fort Myers</u>	State:	<u>FL</u> Zip: <u>33912</u>
Type of commercial work contracted:	<u>School crossing guards - current - since 2001</u>		
Contact Person & Title:	<u>Officer Steve Gruber</u>		
Email Address	<u>SGruber@fmpolice.com</u>	Phone No.	<u>239-321-7687</u>
Company Name:	<u>Fort Myers Police Dept.</u>		
Mailing Address:	<u>2200 Second Street</u>		
City:	<u>Fort Myers</u>	State:	<u>FL</u> Zip: <u>33901</u>
Type of commercial work contracted:	<u>School crossing guards - current - since 2005</u>		
Contact Person & Title:	<u>Officer Jeff Young</u>		
Email Address	<u>JYoung@psd.plantation.org</u>	Phone No.	<u>954-797-2155</u>
Company Name:	<u>Plantation Police Dept.</u>		
Mailing Address:	<u>400 NW 73rd Avenue</u>		
City:	<u>Plantation</u>	State:	<u>FL</u> Zip: <u>33317</u>
Type of commercial work contracted:			

Proposer must provide Form# 9, Reference Survey, to a minimum of three of the references listed above. Three of the surveys must be returned to the Purchasing Division to be reviewed with your proposal. References should return the surveys direct to the Purchasing Division. Failure to obtain reference surveys 7 days after the opening date may make your company non-responsive.

# TAB VI

# **ACTION PLAN FOR THE CITY OF SARASOTA**

## **UPON NOTIFICATION OF CONTRACT:**

Obtain from the City of Sarasota names, addresses and phone numbers of all School Crossing Guards.

Staffing Connection in conjunction with the City of Sarasota will schedule a meeting with all the current guards. The transition will be explained and all questions answered. Guards that have been employed with the City of Sarasota will be given the opportunity to apply for a post assignment with Staffing Connection and considered first to fill all post locations. The hourly pay rate being offered to guards will be within the \$11.00 - \$12.00 per hour range. This will be discussed with the City and their input will be used for final hourly pay rate amount. If any current employees are interested and qualified they would be considered for the field supervisory position. Field Supervisors are required to attend and pass the Trainers training class conducted by FDOT, which Staffing Connection will compensate for.

Recruiting and training will begin immediately within the City of Sarasota for qualified School Crossing Guards.

## **POST EVALUATIONS AND STATE MEETINGS:**

Staffing Connection will visit each post location and map out all current post locations. Staffing Connection will tabulate the number of children crossing at each post on an on-going basis. The data received will be shared with our designated city contact and used to determine if post locations can be eliminated, or the need for additional post assignments. Our goal is to maximize safety and make sure the City's cost is being minimized where possible.

Staffing Connection attends all required state meetings and has relationships with all the necessary state departments that are involved with the School Crossing Guard Program.

## **SCHOOL CROSSING GUARD TRAINING:**

Ensure that all School Crossing Guards have been properly trained to the “Florida School Crossing Guard Training Guidelines” before post assignment.

Facilitate School Crossing Guard Training, sessions are held weekly. Each School Crossing Guard candidate is required to successfully complete a 4 hour classroom training session conducted by a Staffing Connection trainer, who is a FDOT state certified trainer. They will also be required to complete a 2 hour in-the-field training session without and with children at a post.

Staffing Connection will be responsible for completing all training documentation and obtaining the guards’ certifications from the state. Guards are re-certified every 12 months.

Maintain School Crossing Guard Training as required for all new personnel hired, scheduled on an “as need basis”.

## **NOTIFICATION TO SCHOOLS:**

A letter of introduction/notification will be sent to each school principal, advising who the contact person is at Staffing Connection. This will serve as a reference for the School Resource Office or any parent wishing to contact our office.

## **SCHOOL CROSSING GUARD MAINTENANCE:**

One Field Supervisor will be responsible to verify the coverage of all posts each day and that the Guards are on their posts for the required post time. This allows Staffing Connection the ability to control the attendance/punctuality of all guards on a day-to-day basis. We will have substitutes available at all times and the supervisors will also be available to fill in where needed. Each guard will have the supervisor’s phone number and a 24-hour contact at our office, in the event the guard has a problem during non-working hours.

Our staff administrator speaks with the Field Supervisors on a weekly basis, to verify time is being reported correctly and to get a weekly report of events. Forms are turned into our office and kept in an employee file.

**Forms include: Weekly supervisor report. Absence Report. Complaint Resolution. Employee Discipline Warning Notice and a Weekly Time Sheet.**



A Staffing Connection school crossing guard liaison will travel with the supervisor on a periodic basis to ensure that policies and procedures for School Crossing Guards are being met. Additionally, our management team does unscheduled observations.

#### **EQUIPMENT AND DRESS CODE:**

Staffing Connection will provide the state required equipment including:  
Ansi II Retro-Reflective Vest, Whistle, Reflective Stop Paddle.

All guards are required to wear a white polo type shirt and navy or black pants/shorts. Tennis shoes are mandatory as proper foot attire. Guards are required to be neat and clean at all times.

#### **BADGES:**

Each City of Sarasota School Crossing Guard will be issued a Staffing Connection photo I.D. Badge that must be worn at all times while on their post. This will identify who they are to the children, parents and teachers while on their respective posts.

#### **PAY SCHEDULE:**

Employees are paid on a weekly basis upon submission of a group time sheet by the field supervisor

#### **BILLING TERMS:**

Invoices are sent weekly and payment is expected at least twice a month. The weekly time sheet is attached to the invoice to support the hours that are being billed.

#### **CONTRACT TERMS:**

This would be up to the City of Sarasota. Contracts range from two-three years with three-five years renewal options. This can be discussed and customized for the City.

**CONTACT PERSON:**

The City of Sarasota will provide a contact person to call if situations arise and for informational purposes.

**CALL OUT POLICY:**

All crossing guards are required to call their field supervisor 24 hours ahead for any absence request. Failure to do so, may result in termination. Upon receiving an absence request the field supervisor will call a substitute guard to fill the post. In an emergency the field supervisor will stand the post until a substitute can be assigned.

**TAB VII**

**TO: CITY OF SARASOTA**

**RE: RFP NO. 15-33BK**

**FOR: SCHOOL CROSSING GUARD SERVICES**

**DATE DUE: May 26<sup>th</sup>, 2015 prior to 2:30pm**

Original

W

**FROM:**

**SECTION/ACTION LABOR**

**ERRON COOK**

**WERLINE RD. #306**

**FORT LAUDERDALE, FL 33309**

**954-776-3444 – OFFICE**

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OSA GLOBAL, LLC

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<b>State</b>	PA
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<b>Last Event</b>	REINSTATEMENT
<b>Event Date Filed</b>	02/05/2014

**Principal Address**8142 Indigo ridge Terrace  
University Parkway, FL 34201

Changed: 02/23/2015

**Mailing Address**2700 Highland Ave  
Suite 6  
New Castle, PA 16105

Changed: 02/23/2015

**Registered Agent Name & Address**REGISTERED AGENT SOLUTIONS, INC.  
155 OFFICE PLAZA DR STE A  
TALLAHASSEE, FL 32301**Authorized Person(s) Detail****Name & Address**

Title MGRM

ORSINI, MICHAEL  
8142 Indigo ridge Terrace  
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- Mobile Patrol
- K-9 Services, Bomb/Narcotics and Protection
- Riot Control
- Housing Security
- School Security (from public to private universities)
- Executive and Personal Protection
- Industrial Security
- Investigation Services
- Labor Disputes
- Event Security
- Complete Background Checks
- Risk Assessments
- Personnel holding CFATS Certification
- Security Cameras
- Alarm Systems
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- OSA Global, LLC is committed to providing our clients with a security program designed to meet their special needs and exceed their expectations.



Rick Murphy: Expert in Executive Protection Based in Pittsburgh, PA

James Jones: Expert in Executive Protection Based in Bradenton, FL

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## For Individuals:

- **"D" - Security Officer:** Any individual who performs the services of a security officer must have a Class "D" license.
- **"M" or "MB" - Manager of a Security Agency:** A Class "B" Security Agency or Class "BB" or "AB" branch office must have a Class "M" or Class "MB" licensed manager.
- **"G" - Statewide Firearm license:** Only Class "D," Class "M," or Class "MB" licensees are permitted to bear a firearm and any such licensee who bears a firearm must also have a Class "G" license.
- **"K" - Firearms Instructor:** Any person who provides classroom and range instruction to applicants for Class "G" licensure must have a Class "K" license.
- **"DI" - Security Officer Instructor:** Any person who provides classroom instruction to applicants for Class "D" licensure must have a Class "DI" license.

## For Agencies and Schools:

- **"B" - Security Agency (main office):** Any person, firm, company, partnership, or corporation which engages in business as a private security agency must have a Class "B" license. A Class "B" license is valid for only one location.
- **"BB" - Security Agency Branch Office or**
- **"AB" - Security and Private Investigative Agency Branch Office:** Each branch office of a Class "B" agency must have a Class "BB" license. If the person, firm, company, partnership, or corporation holds both a Class "A" and Class "B" license, each additional or branch office must have a Class "AB" license.
- **"DS" - Security Officer School or Training Facility:** Any school that provides instruction to applicants for Class "D" licensure must have a Class "DS" license.

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WEST PALM BEACH, FL 33409

Name Changed: 04/21/2005

Address Changed: 04/21/2005

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Title MGR

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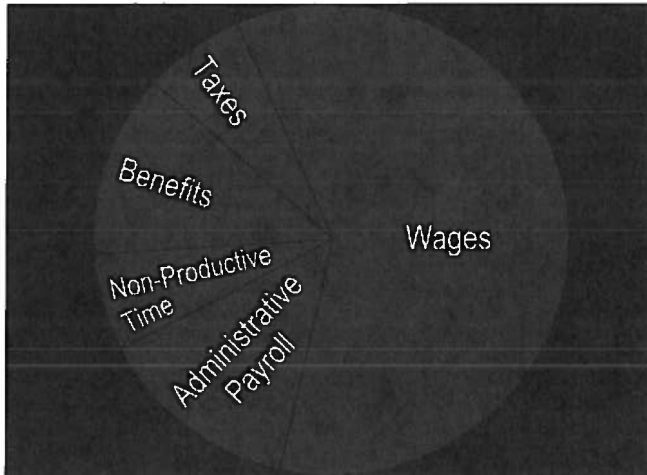
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Apr 14, 2004 - **Action Labor of Florida** appeals from a final summary judgment in favor of ... In September, 1998, Philips South Beach, **LLC** ("Philips"), entered into a ... In December, 2001, **Action Labor** filed **suit** against Mursten and. Liberty ...

**GovSimplified Hit with Deceptive Marketing Class Action ...**[topclassactions.com/lawsuit.../lawsuit.../48396-govsimplified-hit-deceptiv...](http://topclassactions.com/lawsuit.../lawsuit.../48396-govsimplified-hit-deceptiv...) ▾

Jan 29, 2015 - A class **action lawsuit** was filed in **Florida** state court alleging that ... GovSimplified **LLC** in **Florida's** Eleventh Judicial Circuit Court for Miami-Dade County. .... California **Labor** Law: Unpaid Overtime, Minimum Wage, Missed ...

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Court **cases**, news stories, firms and websites are featured. ... The U.S. Department of **Labor** has filed a **lawsuit** against a mortgage broker with

[Florida] operations, ... If the **lawsuit** is successful and is granted class-  
**action** status, **Labor** Ready ..... **lawsuit** against the Albertsons **LLC**  
grocery chain for racial bias at its Aurora, ...

2013 - 02/06/2013 - US Department of Labor sues Duane ...  
<https://www.osha.gov/.../o...> Occupational Safety and Health Administration  
Feb 6, 2013 - in **Florida** for firing employee who reported workplace  
violence ... The U.S. Department of **Labor** has filed a **lawsuit** in the  
U.S. District Court for the Middle ... against Duane Thomas Marine  
Construction **LLC** and owner Duane Thomas for terminating an ... Civil  
**Action** File Number 2:13-cv-76-FTM-99-DNF.

**Employment Law News**The Shavitz Law Group  
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A federal class **action lawsuit** filed today accuses TCF Bank of  
misclassifying workers to ... pay \$3.25 million to resolve the Fair **Labor**  
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 Action Labor Of Florida, LLC. Action Labor Of Florida, LLC is a Foreign (non Florida) limited liability company based in West Palm Beach. They registered with the ...

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May 15, 2015

Barney Kavanagh  
Procurement Specialist  
1565 1st St  
Sarasota, FL 34236

**Re: Command Security Corporation**

Dear Barney Kavanagh:

Your agency recently issued a solicitation for School Crossing Guard Services, number RFP-15-33BK-0-2015/BK. In response to this solicitation, you have received a bid from Command Security Corporation.

Command and its Aviation Safeguards (AVSG) division provide security and airport passenger services across the United States. **In the course of this work, Command and AVSG have assembled a troubling track record of legal and regulatory problems, including:**

- **Overbilling and Failing Public Clients.** In 2002 a Federal audit found that Command overbilled the Federal Aviation Administration approximately \$1 million. In 2003 Command was required to pay \$600,000 in penalties and other fees following an audit by the New York Attorney General.<sup>i</sup>

- **History of Security Violations.** Command was issued 34 citations and tickets from the Maryland Aviation Authority between 2010 and February 2014, and 26 citations at LaGuardia Airport for violations in 2012 and 2013. These violations included unmanned posts, failure to ensure security portals were closed and locked, and allowing people through security without badges.<sup>ii</sup>

- **Leadership With a Questionable Track Record.**<sup>iii</sup> Mark Sullivan, member of Command's Board of Directors, was head of the U.S. Secret Service in 2011 when top officials of the agency "diverted personnel to monitor a fellow employee's neighborhood dispute at the expense of Presidential protection."<sup>iv</sup> According to reports, Sullivan was aware of the decision to divert the agents.<sup>v</sup>

- **History of Harassment and Discrimination Allegations.** Since 2010 the company has settled multiple lawsuits from employees alleging acts of discrimination and harassment. The most common allegation involved the targeted harassment and firing of pregnant employees.<sup>vi</sup>

- **Wage and Hour Violations and Allegations.** In August 2014 Command admitted to violating New York's prevailing wage law by paying less than required to security officers at Westchester Medical Center in Valhalla, NY.<sup>vii</sup> In December 2014, passenger service and security employees of AVSG at John F. Kennedy International and LaGuardia Airports filed a class action lawsuit accusing the company of wage theft.<sup>viii</sup>

AVSG workers at JFK and LaGuardia have staged two work stoppages since February 2015 in response to illegal threats and intimidation by the company.<sup>ix</sup> Labor unrest will continue at Command/AVSG sites across the country until Command acts in a responsible manner.

MAY 21 2015

*not in response to our RFA*

*NOT IN, NON-RESPONSIVE  
RFA # 15-33BK,  
DAVID B. SAKETZ TO  
ROB HILL TO ADVISE.*

### **Contained in this Packet:**

1. Review of Command Security's Record
2. Letter from Command Security management to employees admitting to prevailing wage violations at Westchester Medical Center in Valhalla, NY.
3. Letter: Members of U.S. Congress call on Command Security to comply with federal and local labor laws at Los Angeles International Airport, September 19, 2012.
4. Letter: Securities and Exchange Commission comments to Command Security in regards to the company's 2012 annual filing, February 13, 2013.
5. Change to Win Investment Group Letter to Command Security Corporation, August 31, 2012.

## A Review of Command Security's Record

### **Wage and Hour Violations**

- In August 2014, Command Security admitted to violating New York's prevailing wage law by paying less than the required \$14.07 per hour to security officers at Westchester Medical Center in Valhalla, NY.<sup>i</sup>
- A November 2014 New York Daily News article on wage theft at New York City airports featured an interview with Gian Lopez, a baggage handler at LaGuardia Airport who alleges that Command/Aviation Safeguards has "shortchanged his already meager paycheck to the tune of thousands of dollars over three years."<sup>ii</sup>

### **Unfair Labor Practices at New York City Airports**

- In September 2014, Aviation Safeguards entered into a settlement with the National Labor Relations Board (NLRB) regarding unfair labor practice charges by workers at JFK and LaGuardia Airports. Workers alleged that Aviation Safeguards made various unlawful efforts to discourage employees from organizing, including directly instructing employees not be involved with the union, prohibiting employees from engaging in union activities at the work place, and requiring employees to remove union insignia from their clothing.<sup>iii</sup>
- In November 2014, Aviation Safeguards delivered a letter to employees at JFK International and LaGuardia Airports that unlawfully threatened the workers with discipline or even firing if they struck to improve their working conditions. In February 2015, Region 29 of the NLRB found merit for workers' charges that the letter constituted an illegal threat. In response to the letter and other mistreatment by their employer, nearly 40 Aviation Safeguards baggage handlers at JFK walked off their jobs on February 12, 2015 for a one-day strike. "I have dealt with so much disrespect on the job and I am striking today because, after that letter, I am just fed up," said Santo Bonanno, one of the baggage handlers. "We already make poverty wages and do backbreaking work. I can't even afford to move out of my mother's house and when I come to work they threaten me for fighting for a better life. It's ridiculous."

### **Unsatisfactory Record of Financial Performance, Integrity and Business Ethics**

Under the Federal Acquisition Regulation, a prospective contractor must meet specific standards in order to be considered including adequate financial resources and a satisfactory record of integrity and business ethics.<sup>iv</sup> The following highlight instances where Command Security Corporation's performance in these areas is questionable.

## Review of Command Security's Record

- In February of 2013, the Securities and Exchange Commission (SEC) sent a letter to Command Security directing the company to clarify its disclosure of key financial information including the company's state of gross profits in relation to its reported workers' compensation claim expenses and liabilities and a share increase in the effective tax rate reported by the company. Specifically, the SEC wanted the company to explain:
  - "(T)he correlation between the increase in workers' compensation claims expense and the decreases in the workers' compensation balance of \$500,000 in Other Assets and \$200,000 in the accrued insurance reserve at March 31, 2012."
  - "(W)hy the effective income tax rate increased from 46.6% to 74.7% for the year ended March 31, 2012 while overall income tax expense decreased by \$1 million."

In response to clarifications the company submitted, the SEC noted that it had not foreclosed the possibility that the Commission would take action at a later date with respect to the filing.<sup>v</sup>

- In September 2012, the Change to Win Investment Group called on Command to explain serious deficiencies in its insider stock ownership and transactions reporting. The failure to report insider stock ownership and insider stock transactions in a timely way deprives investors and potential investors of useful information. Dating back as far as 2005, Command filed 32 transactions late.<sup>vi</sup>

### **Overbilling and Failing Public Clients**

Command Security has overbilled public clients in the past:

- **NY Attorney General Audit:** A 2003 audit by the New York Attorney General's Office led to financial losses for Command.<sup>vii</sup> In a settlement reached with the Attorney General's office the company was required to pay \$600,000 in penalties and other fees.<sup>viii</sup>
- **Over Billing the Federal Government:** A 2002 Federal audit of Command's billing found that \$5.2 million in charges to the Federal Aviation Administration were not supported by company records. This led the agency to reduce payments by \$900,000.<sup>ix</sup>

A New York State Comptroller audit in 2001 of Command Security's contract with New York State found numerous deficiencies:

- Between 67% and 77% of Command officers were hired without background checks.<sup>x</sup>
- 39 of 995 guards were not registered security officers with the state.<sup>xi</sup>
- 61% of level-2 guards were paid below the contract mandated rate.<sup>xii</sup>

### **History of Security Violations at Airports Across the Country**

**Officer Suspensions in Baltimore:** Aviation Safeguards was issued 34 citations and tickets from the Maryland Aviation Authority for security violations between 2010 and February of 2014. These

violations included the authority finding officers with expired badges, failure to ensure security portals were closed and locked, and failing to prevent individuals from "piggybacking" with others through security check points. The violations resulted in numerous incidents of officers being suspended by the authority and requiring officers be retrained and retested on security protocols.<sup>xiii</sup>

**Unmanned Posts in NYC:** Aviation Safeguards was issued 26 citations at LaGuardia Airport by the Port Authority of NY and NJ for security violations in 2012 and 2013. These violations included failing surprise inspections, failing to timely respond when called, unmanned posts, misuse of escort privileges, allowing unattended vans to park near the terminal, and letting people through security without badges. The violations resulted in officers having to be retrained on security protocols.<sup>xiv</sup>

**Other Violations:** Aviation Safeguards has also been cited for violations at New York's JFK Airport, Oakland International Airport, and Mineta San Jose International Airport.<sup>xv</sup>

### **History of Harassment and Discrimination Lawsuits**

Since 2010 the company has settled multiple lawsuits from employees alleging acts of discrimination and sexual harassment at worksites in New York and California. The most common allegation involved the targeted harassment and firing of pregnant employees at multiple locations.

- In October 2012 a former Command security officer filed a lawsuit stating he was terminated from his job because of his race and age. According to the plaintiff, after two other African American coworkers were terminated in March 2012, his supervisor told him to "watch himself" because the company had instructed two of its personnel to watch the plaintiff and report his action so that Command could find a reason to fire him.<sup>xvi</sup> After those comments, the plaintiff complained to the HR manager that he felt he was being harassed.<sup>xvii</sup> During the same period, the plaintiff was asked to train a new hire.<sup>xviii</sup> In May 2012, the plaintiff was terminated and was replaced by the person he trained.<sup>xix</sup> In October 2012, the plaintiff entered into arbitration with the Company because of the written arbitration agreement he entered into during his employment with Command.<sup>xx</sup> The status or outcome of the arbitration is unknown.
- In a case filed in December 2012, a California Command Security officer, claims she was unfairly terminated because she was pregnant. The plaintiff claims she missed work due to pregnancy related health issues and provided Command with the required doctor's note. After another set of absences for pregnancy-related illness, Command terminated her employment on the grounds that she had abandoned her job.<sup>xxi</sup> When she returned to work with a doctor's note, the plaintiff claims Command told her that they would not consider the note.<sup>xxii</sup> In their answer, Command stated that the defendant was terminated for bona fide factors, other than her pregnancy and gender.<sup>xxiii</sup> The case was settled in October 2013.<sup>xxiv</sup>

- In May 2011 a security officer/ wheelchair assistant working for Aviation Safeguards at JFK International Airport claimed that the company discriminated against her because she was pregnant. In January 2011, the plaintiff informed her supervisor she was having a difficult pregnancy and that her doctor recommended that she no longer work outside.<sup>xxv</sup> After talking to her supervisor, the plaintiff claimed she was assigned to more outdoor assignments. At one point she passed out at work and returned with a doctor's note advising that she should not work outside.<sup>xxvi</sup> However, the plaintiff claimed she was told that she would work without restrictions or not work at all. Unwilling to risk the health of her unborn baby, the plaintiff decided not to return to work. When the plaintiff attempted to return to work after FMLA leave in May 2012, she claims that Aviation Safeguards refused to allow her to work and placed her on inactive status.<sup>xxvii</sup> The company denied all allegations.<sup>xxviii</sup> The case was settled in September 2012.<sup>xxix</sup>
- In April 2011, an Aviation Safeguards skycap working at LAX sued the company claiming he was terminated because of his disability; before being terminated, the plaintiff worked for the company for almost 18 years.<sup>xxx</sup> In November 2009, the plaintiff had a heart condition that required treatment and time off work.<sup>xxxi</sup> Although scheduled to return to work in March 2010, in February 2010 the plaintiff claimed that Command sent him a letter stating that his FMLA leave ended in January 2010.<sup>xxxii</sup> The letter also stated his employment was terminated because "a position could not be held for him" due to layoffs. However, according to the plaintiff all of his co-workers were still employed at the airport.<sup>xxxiii</sup> Aviation Safeguards denied all allegations.<sup>xxxiv</sup> The case was settled in February 2012.<sup>xxxv</sup>
- In September 2010, a former California-based Aviation Safeguards Special Service agent sued the company claiming gender and pregnancy discrimination in September 2010. In June 2009, the plaintiff claimed she requested regular restroom breaks and access because she was pregnant.<sup>xxxvi</sup> Her requests were denied; leaving the only restroom the plaintiff had access to aboard waiting airplanes.<sup>xxxvii</sup> In July 2009, the plaintiff was terminated for using an airplane restroom.<sup>xxxviii</sup> Aviation Safeguard denied all allegations.<sup>xxxix</sup> The case was settled in August 2011.<sup>xl</sup>
- In May 2010, a former Aviation Safeguards screener working in California sued the company claiming she was unjustly terminated because of her gender. In November 2008, the plaintiff was placed on medical leave due to pregnancy-related complications.<sup>xli</sup> After giving birth to twins, the plaintiff planned to return to work in June 2009.<sup>xlii</sup> After multiple failed attempts to reach the company about returning to work, she received a termination letter in September 2009.<sup>xliii</sup> The letter stated she failed to return to work after exhausting the time permitted for pregnancy disability leave and family medical leave.<sup>xliv</sup> The letter also said that she did not contact the company about returning to work until August 2009, exceeding the amount granted for leave. The company did not provide an answer to the complaint<sup>xlv</sup>; the case was settled in October 2011.<sup>xlvi</sup>

### **Repeated Instances of Betraying the Trust of Clients and the Public**

Numerous controversies related to billing, personnel, and internal strife has plagued the company in the past. Many of these incidents are now several years old, however this track record would come to light if any negative incident occurred with Command as your security provider.

- In 2013, a CSC security guard assigned to a Massachusetts high school was arrested and charged with possession of bomb-making materials, a stun gun, and Class A drugs.<sup>xlvi</sup>
- In July 2009, an Aviation Safeguards employee along with a TSA employee was arrested in a sting operation for stealing a laptop and a cellphone. The sting was set up after Delta Airline officials noticed missing items from luggage over the course of the year.<sup>xlvi</sup>
- In June 2002, three Aviation Safeguards employees were arrested for participating in an undocumented immigrant smuggling ring. The employees would meet those being smuggled at the arriving gates at LAX and escort them past security and out of the terminal.<sup>xlvi</sup> The employees were sentenced in 2003.<sup>i</sup>

### **History of Losing Clients**

Over the past few years numerous clients have reevaluated and ceased their relationship with Command Security and its subsidiary Aviation Safeguards. Overall, Command lost more than \$12.6 million in FY 2012 due to loss of contracts and reduction of services.<sup>li</sup> They have recently lost the following contracts:

- **Fedex:** March 2014, Command Security announced that it lost a major contract with FedEx to provide security services in the western region of the country.<sup>lii</sup> The loss dealt a serious blow to the company. The FedEx contract accounted for 12.8% of revenue (\$19.2 million), of Command's revenues in FY 2013.<sup>lii</sup>
- **Southwest:** In FY 2011 the company lost a \$900,000 contract when they were dropped by a major domestic carrier, apparently Southwest Airlines, at Oakland International Airport.<sup>liv</sup>
- **Delta:** In FY 2010 Command lost \$7.4 million through a reduction of skycap, wheelchair, and cargo services provided to Delta Airlines at JFK.<sup>lv</sup>
- **Unknown "Major Airline":** Similarly, in FY 2012 Command lost a contract with a major airline worth over \$7.6 million.<sup>lvi</sup>

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<sup>i</sup> Letter from Peggy Gearheart, Command Security Payroll Manager, to Diego Montenegro, August 2014.

## Review of Command Security's Record

- 
- <sup>ii</sup> <http://www.nydailynews.com/new-york/hamill-airport-workers-claim-victims-wage-ripos-offs-article-1.2014458>
- <sup>iii</sup> "First Amended Charge," Case 29-CA-131228, National Labor Relations Board (NLRB); "Settlement Agreement," Case 29-CA-131228, NLRB.
- <sup>iv</sup> 48 CFR 9.104-1 General Standards <http://www.ecfr.gov/cgi-bin/text-idx?SID=4d7cb5ef1369da8d2b129c2a9579512d&node=48:1.0.1.2.9.1.1.6&rgn=div8>
- <sup>v</sup> Letter to Command Security "Command Security Corporation Form 10-K for the Year Ended March 31, 2012, Filed June 28, 2012, File No. 001-33525)", February 13, 2013
- <sup>vi</sup> Press Release: "CtW Investment Group calls on the Command Security to explain serious deficiencies in insider reporting," September 6, 2012, available at: <http://www.prnewswire.com/news-releases/ctw-investment-group-calls-on-the-command-security-to-explain-serious-deficiencies-in-insider-reporting-168824206.html>
- <sup>vii</sup> Command Security 10-K report, 2004, p. F-15 (page 58 of printed document)
- <sup>viii</sup> Ibid.
- <sup>ix</sup> Ibid.
- <sup>x</sup> "Statewide Security Guard Services," 2001-BSE-001. State Comptroller. June 16, 2003. Page 18.
- <sup>xi</sup> "Statewide Security Guard Services," 2001-BSE-001. State Comptroller. June 16, 2003. Page 6.
- <sup>xii</sup> "Statewide Security Guard Services," 2001-BSE-001. State Comptroller. June 16, 2003. Page 15.
- <sup>xiii</sup> Violation Documents from the Maryland Aviation Authority
- <sup>xiv</sup> "List of BOR Between 01-Jan-12 and 19-Nov-13 for Aviation Safeguards", Port Authority of New York and New Jersey (PANYNJ).
- <sup>xv</sup> Violation documents from PANYNJ, the Port of Oakland, and the City of San Jose.
- <sup>xvi</sup> Don Jackson v. Command Security Corporation "Complaint", Case # BC493388. Superior Court of the State of California for the County of Los Angeles. Filed 10/5/12
- <sup>xvii</sup> Don Jackson v. Command Security Corporation "Complaint", Case # BC493388. Superior Court of the State of California for the County of Los Angeles. Filed 10/5/12
- <sup>xviii</sup> Don Jackson v. Command Security Corporation "Complaint", Case # BC493388. Superior Court of the State of California for the County of Los Angeles. Filed 10/5/12
- <sup>xix</sup> Don Jackson v. Command Security Corporation "Complaint", Case # BC493388. Superior Court of the State of California for the County of Los Angeles. Filed 10/5/12
- <sup>xx</sup> Don Jackson v. Command Security Corporation "Stipulation", Case # BC493388. Superior Court of the State of California for the County of Los Angeles. Filed 3/1/13
- <sup>xxi</sup> Rochelle Steele V. Command Security Corporation Et Al, "Complaint" Case # 2:13cv639, Superior Court of the State of California, filed 12/21/2012
- <sup>xxii</sup> Rochelle Steele V. Command Security Corporation Et Al, "Complaint" Case # 2:13cv639, Superior Court of the State of California, filed 12/21/2012
- <sup>xxiii</sup> Rochelle Steele V. Command Security Corporation Et Al "Defendant Command Security Corporation's Answer"" Case # BC 498079, Supreme Court of the State of California for the County of Los Angeles. Filed 8/30/2013
- <sup>xxiv</sup> Rochelle Steele V. Command Security Corporation Et Al "Stipulation for substitution of plaintiff and notice of settlement" Case # 2:13cv6391 Filed 10/21/2013 US State District Court Central District of California
- <sup>xxv</sup> Budhu v. Command Security Corporation et al, "Complaint" Case # 1:12-cv-02130-BMC. United States District Court Eastern District of New York, Filed 5/1/2012
- <sup>xxvi</sup> Budhu v. Command Security Corporation et al, "Complaint" Case # 1:12-cv-02130-BMC. United States District Court Eastern District of New York, Filed 5/1/2012
- <sup>xxvii</sup> Budhu v. Command Security Corporation et al, "Complaint" Case # 1:12-cv-02130-BMC. United States District Court Eastern District of New York, Filed 5/1/2012
- <sup>xxviii</sup> Budhu v. Command Security Corporation et al, "Amended Answer to Complaint" Case # 1:12-cv-02130-BMC. United States District Court Eastern District of New York, Filed 8/31/2012
- <sup>xxix</sup> US District Court Eastern District of New York, Civil Docket for Case #1:12-cv-02130-BMC
- <sup>xxx</sup> Robert Cozine v. Command Security and Aviation Safeguards "Complaint", Case # BC456543. Supreme Court of California County of Los Angeles, Filed 4/7/2011
- <sup>xxxi</sup> Robert Cozine v. Command Security and Aviation Safeguards "Complaint", Case # BC456543. Supreme Court of California County of Los Angeles, Filed 4/7/2011
- <sup>xxxii</sup> Robert Cozine v. Command Security and Aviation Safeguards "Complaint", Case # BC456543. Supreme Court of California County of Los Angeles, Filed 4/7/2011
- <sup>xxxiii</sup> Robert Cozine v. Command Security and Aviation Safeguards "Complaint", Case # BC456543. Supreme Court of California County of Los Angeles, Filed 4/7/2011



## Review of Command Security's Record

- <sup>xxxiv</sup> Robert Cozine v. Command Security and Aviation Safeguards "Defendant command Security Answer", Case # BC456543. Supreme Court of California County of Los Angeles, Filed 5/17/2011
- <sup>xxxv</sup> Robert Cozine v. Command Security and Aviation Safeguards "Notice of Settlement", Case # BC456543. Supreme Court of California County of Los Angeles, Filed 2/10/2012
- <sup>xxxvi</sup> Juanika Hilton v. Aviation Safeguards Inc; Command Security Corporation, "Plaintiff's Complaint for Damages", Case # BC44793. Superior Court of California County of Los Angeles. Filed 9/2/2010
- <sup>xxxvii</sup> Juanika Hilton v. Aviation Safeguards Inc; Command Security Corporation, "Plaintiff's Complaint for Damages", Case # BC44793. Superior Court of California County of Los Angeles. Filed 9/2/2010
- <sup>xxxviii</sup> Juanika Hilton v. Aviation Safeguards Inc; Command Security Corporation, "Plaintiff's Complaint for Damages", Case # BC44793. Superior Court of California County of Los Angeles. Filed 9/2/2010
- <sup>xxxix</sup> Juanika Hilton v. Aviation Safeguards Inc; Command Security Corporation, "Answer of Defendant Command Security Corporation", Case # BC44793. Superior Court of California County of Los Angeles. Filed 3/24/2011
- <sup>xl</sup> Juanika Hilton v. Aviation Safeguards Inc; Command Security Corporation, "Notice of Settlement of Entire Case", Case # BC44793. Superior Court of California County of Los Angeles. Filed 8/29/2011
- <sup>xli</sup> Sue Cole v Aviation Safeguards "Complaint" Case # BC 437497. Supreme Court of California County of Los Angeles. Filed 5/11/2010
- <sup>xlii</sup> Sue Cole v Aviation Safeguards "Complaint" Case # BC 437497. Supreme Court of California County of Los Angeles. Filed 5/11/2010
- <sup>xliii</sup> Sue Cole v Aviation Safeguards "Complaint" Case # BC 437497. Supreme Court of California County of Los Angeles. Filed 5/11/2010
- <sup>xliv</sup> Sue Cole v Aviation Safeguards "Complaint" Case # BC 437497. Supreme Court of California County of Los Angeles. Filed 5/11/2010
- <sup>xl</sup> Case # BC 437497 Document list, Supreme Court of California County of Los Angeles
- <sup>xli</sup> Sue Cole v Aviation Safeguards "Notice of Settlement" Case # BC 437497. Supreme Court of California County of Los Angeles. Filed 10/27/2011
- <sup>xlvi</sup> "Security guard hearing is set; Allegedly had parts for a bomb," *Worcester Telegram & Gazette*, March 2, 1013; "Waltham High security guard arrested for stealing chemicals," *Metro Boston*, February 28, 2013.
- <sup>xlvi</sup> "Airport Employees Caught in Theft Sting," WABC-TV New York, July 14, 2009, available at <http://abclocal.go.com/wabc/story?section=news/local&id=6914719>
- <sup>xlvi</sup> "INS Official, 3 Other Charged," Los Angeles Times, June 12, 2002, available at: <http://articles.latimes.com/2002/jun/12/local/me-smuggle12>
- <sup>i</sup> Ibid.
- <sup>ii</sup> Figure represents rounded sum of all losses reported in revenues section of 10-K for FY 2012 (p. 16): 7,655,000 + 2,035,000 + 2,118,000 + 477,000 + 345,000 = 12,630,000. See SEC Form 10-K for FY ended March 31, 2012, p. 16, accessed at [http://www.sec.gov/Archives/edgar/data/864509/000114420412036814/v316114\\_10k.htm](http://www.sec.gov/Archives/edgar/data/864509/000114420412036814/v316114_10k.htm)
- <sup>iii</sup> A March 19, 2014 press release states that Command lost the Western Region of a major transport contract, see "Command Security Corporation Announces Investment in Ocean Protection Services Ltd.," March, 19, 2014, available at: <http://commandsecurity.com/command-security-corporation-announces-investment-ocean-protection-services-ltd/> Command had stated in February, in its 10-K, that the western and eastern regions of this contract made up 24% of total revenues. See Command Security, 10-K Filing for FY 2013, p. 5, available at: [http://www.sec.gov/Archives/edgar/data/864509/000114420413036783/v347885\\_10k.htm](http://www.sec.gov/Archives/edgar/data/864509/000114420413036783/v347885_10k.htm)
- <sup>iii</sup> Western Region contract represented 12.8% of Command's revenues in FY 2013, see SEC Form 8-K, filed March 14, 2014, available at: [http://www.sec.gov/Archives/edgar/data/864509/000114420414016908/v372261\\_8k.htm](http://www.sec.gov/Archives/edgar/data/864509/000114420414016908/v372261_8k.htm); Command's total revenues in 2013 were \$150,218,967, see SEC Form 10-K for FY ended March 31, 2013, page F-3, available at: <http://commandsecurity.com/command-security-corporation-announces-investment-ocean-protection-services-ltd/>
- <sup>liv</sup> In its 10-K for FY 2011, Command reports "the loss of a contract to provide services to a major domestic airline carrier at OAK of approximately \$900,000." See SEC Form 10-K for FY ended March 31, 2011, p. 17, available at [http://www.sec.gov/Archives/edgar/data/864509/000114420411037338/v226771\\_10k.htm](http://www.sec.gov/Archives/edgar/data/864509/000114420411037338/v226771_10k.htm); We were able to identify the airline through a Los Angeles World Airports (LAWA) Contractor Responsibility Program Questionnaire. The questionnaire shows that Command lost a contract with Southwest at Oakland in 2011 (see Table p.5).
- <sup>lv</sup> SEC Form 10-K for FY ended March 31, 2010, p. 17 under Revenue section, accessed at [http://www.sec.gov/Archives/edgar/data/864509/000114420410034995/v189015\\_10k.htm](http://www.sec.gov/Archives/edgar/data/864509/000114420410034995/v189015_10k.htm)
- <sup>lvi</sup> SEC Form 10-K for FY ended March 31, 2012, p. 16, accessed at [http://www.sec.gov/Archives/edgar/data/864509/000114420412036814/v316114\\_10k.htm](http://www.sec.gov/Archives/edgar/data/864509/000114420412036814/v316114_10k.htm)

Dear Mr. Diego Montenegro;

It has come to our attention that employees assigned to work at the Westchester County Medical Center are covered by New York's prevailing wage law. The law requires that employees working for government contractors be paid certain minimum rates. The Medical Center is *not* actually a government agency; however, as a public benefit corporation it is covered by the law. Command Security was unaware of the applicability of the law, nor did the Medical Center inform us.

The New York Department of Labor has directed us to review the hours worked by employees dating back to October 18, 2011 and to calculate the correct wages which should have been paid to employees under the law, then to compare that figure with the amounts employees were actually paid and provide additional payment to make up the difference (if any).

During that entire time, and going forward to the end of Command's contract with the Medical Center in December, 2014, wages payable under the law to security guards working at this location must be no less than \$14.07 per hour. If the company continues to be employed at the Medical Center beyond that date, we will timely notify you of the correct wage rates.

Also, the law requires that overtime pay (time-and-a-half) is provided for any working time in excess of eight hours in one day, as well as after 40 hours in a week.

In order to comply with the law and the Department of Labor directive, Command Security has determined that an additional payment is due to you. The attached itemization details our calculation. Please review it and feel free to contact CSC Payroll Department if you have any questions.

It goes without saying that Command Security always intends to operate consistent with the law. We regret this unforeseen error. We will be notifying the Department of Labor of our corrections to your pay.

Thank you for your patience.

Peggy Gearheart  
Payroll Manager  
Command Security Corp/Aviation Safeguards  
512 Herndon Parkway, Suite A  
Herndon, VA 20170  
Tel: 703-464-4735, ext. 4140  
[pgearheart@commandsecurity.com](mailto:pgearheart@commandsecurity.com)

**Congress of the United States**  
**Washington, DC 20515**

September 19, 2012

Mr. Craig Coy  
Chief Executive Officer  
Command Security Corporation  
1133 Route 55, Suite D  
Lagrangeville, NY 12540

Dear Mr. Coy:

We are writing to express disappointment with your company's refusal to participate in a national mediation hearing at the direction of the National Mediation Board, as well as your failure to comply with the City of Los Angeles' Living Wage Ordinance.

In January, Command Security Corporation's subsidiary Aviation Safeguards announced it would no longer honor an existing collective bargaining agreement with more than 400 of its workers employed at Los Angeles International Airport (LAX). The company failed to demonstrate workers had engaged in an official process to decertify their union. Despite this fact, Aviation Safeguards made a unilateral decision to change wage and benefit standards and, as a result, workers lost access to the full family health coverage they had negotiated as one of the terms of their contract with the company.

As you know, the Railway Labor Act (RLA) was enacted in order to avoid disruptions in the country's transportation system by substituting mediation for labor actions as a means of resolving disputes with the National Mediation Board (NMB) designated as the governing federal agency. On June 26<sup>th</sup>, the National Mediation Board notified Aviation Safeguards by letter that it had taken jurisdiction to mediate the dispute over the company's unilateral changes to the wages and benefits defined in its collective bargaining agreement with workers at LAX. In response, your company has questioned the NMB's jurisdiction in this matter and repeatedly declared your intention to not participate in the mediation process.

In addition to ignoring the existing collective bargaining agreement, the changes Aviation Safeguards made to its LAX employees' health coverage resulted in the company being found out of compliance with the City of Los Angeles' Living Wage Ordinance. Despite receiving two correction notices from the City's Bureau of Contract Administration, Aviation Safeguards has not acted to bring it into compliance with local regulations.

We are disappointed with Aviation Safeguard's refusal to accept the jurisdiction of a federal agency responsible for overseeing the aviation industry and your refusal to comply with the City of Los Angeles' living wage rules. Companies afforded the privilege of operating at our nation's airports have an obligation to adhere to rules in effect at those public work sites.

We urge your company to allow this federally-mandated mediation process to move forward expeditiously and come into compliance with local labor laws governing airline contractor operations at LAX. We are aware that LAX is not the only airport at which your company operates and hope that your actions there are not replicated in other service locations.

Sincerely,

  
HOWARD L. BERMAN  
Member of Congress

  
LINDA T. SANCHEZ  
Member of Congress

  
GEORGE MILLER  
Member of Congress


  
LUCILLE ROYBAL-ALLARD  
Member of Congress

  
ROBERT A. BRADY  
Member of Congress

  
MICHAEL M. HONDA  
Member of Congress

  
HENRY A. WAXMAN  
Member of Congress

  
ADAM SCHIFF  
Member of Congress

  
DENNIS KUCINICH  
Member of Congress

  
SAM FARR  
Member of Congress


  
LORETTA SANCHEZ  
Member of Congress

  
JOE BACA  
Member of Congress

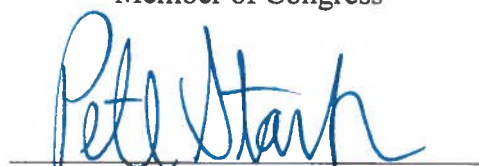
  
JIM McDERMOTT  
Member of Congress

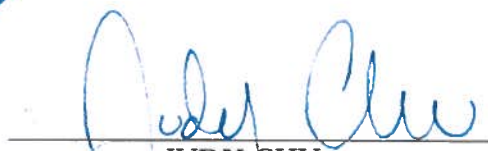
  
LYNN WOOLSEY  
Member of Congress

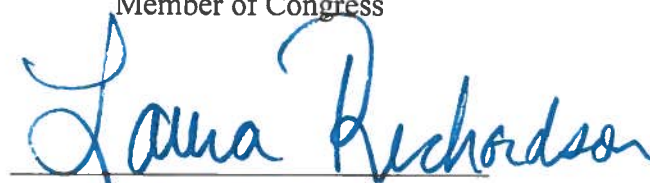
  
BRAD SHERMAN  
Member of Congress

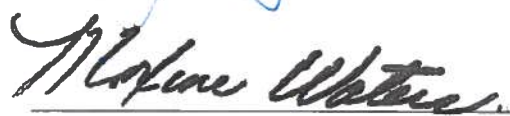
  
BOB FILNER  
Member of Congress

  
JANICE HAHN  
Member of Congress

  
PETE STARK  
Member of Congress

  
JUDY CHU  
Member of Congress

  
LAURA RICHARDSON  
Member of Congress

  
MAXINE WATERS  
Member of Congress

  
DORIS MATSUI  
Member of Congress



DIVISION OF  
CORPORATION FINANCE

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

February 13, 2013

Via E-mail

Mr. Craig P. Coy  
Chief Executive Officer  
Command Security Corporation  
512 Herndon Parkway, Suite A  
Herndon, VA 20170

**Re: Command Security Corporation  
Form 10-K for the Year Ended March 31, 2012  
Filed June 28, 2012  
File No. 001-33525**

Dear Mr. Coy:

We have reviewed your filing and have the following comments. In some of our comments, we may ask you to provide us with information so we may better understand your disclosure.

Please respond to this letter within ten business days by amending your filing, by providing the requested information, or by advising us when you will provide the requested response. If you do not believe our comments apply to your facts and circumstances or do not believe an amendment is appropriate, please tell us why in your response.

After reviewing any amendment to your filing and the information you provide in response to these comments, we may have additional comments.

Form 10-K for the Year Ended March 31, 2012

Management's Discussion and Analysis of Financial Condition and Results of Operations

Gross Profit, page 16

1. Please explain the correlation between the increase in workers' compensation claims expense and the decreases in the workers' compensation balance of \$500,000 in Other Assets and \$200,000 in the accrued insurance reserve at March 31, 2012. We note that overall expense has increased by approximately 10% during 2012 while related assets and insurance reserve balances have decreased from March 31, 2011.



Provision for Income Taxes, page 17

2. Please explain to readers why the effective income tax rate increased from 46.6% to 74.7% for the year ended March 31, 2012 while overall income tax expense decreased by \$1 million, and advise us.

Financial Statements and Supplementary Data

Note 1. Business Description and Summary of Accounting Policies, page F-7

Insurance Reserves, page F-8

3. Clarify in your policy disclosure if your estimates of accrued workers compensation liabilities reflect incurred but not reported claims. Also disclose, in quantified detail, the range of annual workers' compensation insurance premiums, the extent of your insurance coverage, and the extent that the company is self-insured.

Note 5. Other Assets - Workers' compensation insurance, page F-10

4. Please disclose, and explain to us, the nature of the other asset "workers' compensation insurance." Disclose and tell us if there is an offsetting claim liability reported on your balance sheet and if so, identify the line item(s) where it appears.

Note 16. Income Taxes, page F-16

5. Please disclose the nature and amount of the permanent differences in your reconciliation of the effective income tax rate for the year ended March 31, 2012 and advise us.

Please file all correspondence over EDGAR. We urge all persons who are responsible for the accuracy and adequacy of the disclosure in the filing to be certain that the filing includes the information the Securities Exchange Act of 1934 and all applicable Exchange Act rules require. Since the company and its management are in possession of all facts relating to a company's disclosure, they are responsible for the accuracy and adequacy of the disclosures they have made.

In responding to our comments, please provide a written statement from the company acknowledging that:

- the company is responsible for the adequacy and accuracy of the disclosure in the filing;
- staff comments or changes to disclosure in response to staff comments do not foreclose the Commission from taking any action with respect to the filing; and

Mr. Craig P. Coy  
Command Security Corporation  
February 13, 2013  
Page 3

- the company may not assert staff comments as a defense in any proceeding initiated by the Commission or any person under the federal securities laws of the United States.

You may contact Robert Shapiro, Staff Accountant, at (202) 551-3273 or Robert S. Littlepage, Accountant Branch Chief, at (202) 551-3361 if you have questions regarding comments on the financial statements and related matters. Please contact Ajay Koduri at (202) 551-3310 or me at (202) 551-3810 with any other questions.

Sincerely,

/s/ Robert S. Littlepage for

Larry Spigel  
Assistant Director



# CtW Investment Group

August 31, 2012

Command Security Corporation  
1133 Route 55, Suite D  
P.O. Box 340  
Lagrangeville, NY 12540  
Attention: Peter T. Kikis  
Chairman, Board of Directors

Dear Mr. Kikis,

We write to you in your capacity as Chairman of Command Security Corporation's ("Command's") Board of Directors (the "Board") regarding the serious deficiencies in insider stock ownership and transaction reporting recently disclosed by Command.

The CtW Investment Group works with pension funds sponsored by unions affiliated with Change to Win, a coalition of unions representing over 5 million members, to enhance long-term shareholder value through active ownership. These funds collectively hold over \$200 billion in assets, including substantial positions in Command.

As you know, Command disclosed in its latest proxy statement that a recent "comprehensive review" by Command of insider ownership and stock transaction reports required to be filed with the Securities and Exchange Commission ("SEC") had revealed substantial and, in some cases, long-running non-compliance with reporting requirements under Section 16(a) of the Securities Exchange Act ("Section 16(a) reporting obligations") by Command's officers and directors ("reporting persons"). Untimely reports were filed on July 25, 2012 covering:

- 32 transactions in Command's stock<sup>1</sup> reportable on Form 4
- transactions involving 11 reporting persons, including Command's current and former chief executive officers
- transactions dating as far back as 2005
- five initial statements of beneficial ownership reportable on Form 3 that were not filed when the officers/directors became reporting persons, as long ago as 2009

These substantial lapses in reporting alarm us for several reasons.

First, failing to report insider stock ownership and insider stock transactions in a timely way deprives investors and potential investors of useful information. Officer and director holdings of stock and options create various types of incentives for insiders. (See, e.g., Robert J. Jackson, Jr., "Stock Unloading and Banker Incentives," Columbia Law Review, Vol. 112, pp. 951-990 (2012) (discussing incentives and impact of disclosure)) As a result, investors may take those holdings into account when making investment decisions. Congress recognized the importance of prompt

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<sup>1</sup> Although Command's most recent proxy statement describes Form 4 reports covering 34 transactions, the July 25<sup>th</sup> Form 4 filings cover 32 transactions. The number of transactions covered in July 25<sup>th</sup> Form 4 filings by directors Thomas Kikis, Peter Kikis and James Heffernan appear to be overstated by one each, and the number of transactions covered in the Form 4 filing by director Janet Steinmayer appears to be understated by one.

disclosure of insider stock transactions when it included in the 2002 Sarbanes-Oxley legislation a significant acceleration of the deadline for reporting such transactions and a requirement of prompt reporting for a number of transactions, including the grant of stock options, for the first time. (See Section 403, Sarbanes-Oxley Act of 2002 (available at <http://www.sec.gov/about/laws/soa2002.pdf>))

As well, the specific terms of transactions can be significant to investors and potential investors. Here, an unreported October 2010 stock option grant to director Heffernan vested monthly—1/12 of the grant at the end of each month, with all vested in a year—which could be viewed as fostering an overly short-term orientation. (See Form 4 filed on July 25, 2012) (A similar grant to director Steinmayer the following year was erroneously reported in a Form 3 filing.) Although the stock option grants covered by the late-filed reports were eventually disclosed in Command's proxy statements—which were filed many months after the options were granted--the monthly vesting schedule was not described. Thus, the non-compliance resulted in delayed, incomplete disclosure.

Second, that a large number of Section 16(a) reports went unfiled and the non-compliance was undetected for an extended period of time raise serious concerns regarding the adequacy of Command's controls and procedures. While the Section 16(a) reporting obligation attaches to reporting persons, the SEC's rules recognize that issuers have an oversight role with respect to this reporting: Item 405 of Regulation S-K requires an issuer to state affirmatively whether any required insider ownership or stock transaction reports were not timely filed during the most recent fiscal year and to provide information regarding such untimely filings in the proxy statement. Command stated in its 2006 through 2011 proxy statements that all Section 16(a) reports had been timely filed, with one minor exception in each of two years.

It is difficult to understand why Command did not detect the widespread non-compliance in the course of the review contemplated by Item 405. Unlike a situation where a reporting person transacts in company stock through her personal broker and fails to inform the issuer or report the transaction appropriately, Command already had all necessary information to know that Section 16(a) reporting was deficient. Command should have had no trouble detecting that five reporting persons failed to file timely reports on Form 3 because the event triggering the reporting requirement was the reporting person's assumption of executive officer or director status at Command.

Moreover, Command itself was a party to **all** of the transactions for which Form 4 reports were not timely filed; they were grants of stock options by Command to reporting persons. Indeed, a review of Command's last two proxy statements shows that all but one<sup>2</sup> of the option grants for which insider stock transaction reports were not filed were disclosed in the relevant proxy statements. Thus, Command required no outside information to determine that reporting of stock transactions by insiders was not occurring as required.

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<sup>2</sup> A June 9, 2011 grant of options on 50,000 shares of Command stock to director Steinmayer was erroneously first reported in a Form 3 filing on June 20, 2011—it should have been reported on Form 4—and then included in the untimely Form 4 report filed on July 25, 2012. That grant, however, was not disclosed in Command's proxy statement. (See 2012 Proxy Statement, at 34 (non-executive director compensation) (disclosing only September 13, 2011 grant of options on 25,000 shares))

Finally, Command's Inside Information, Market Communications and Securities Trading Policy and Procedures (the "Policy") does not include best practices designed to ensure compliance with Section 16(a) reporting obligations, which is surprising in light of the recent compliance failures. The Policy states that "Directors, officers and 10% beneficial owners are subject to Section 16 of the Securities Exchange Act." (Inside Information, Market Communications and Securities Trading Policy and Procedures, at 3 (June 2012) (available at <http://www.commandsecurity.com/insideinfo.php>)) No specific mention is made, however, of Section 16(a) reporting obligations. (Section 16 also encompasses prohibitions on short-swing trading and short-selling.) (Contrast Accuride Corporation, Guidelines for Insider Trading and Unauthorized Use or Disclosure of Confidential Information, at 10 (describing Section 16(a) reporting obligations of directors and officers) (available at [http://media.corporate-ir.net/media\\_files/IROL/18/187606/corpgov/InsiderTradingGuidelines.pdf](http://media.corporate-ir.net/media_files/IROL/18/187606/corpgov/InsiderTradingGuidelines.pdf)))

Many companies appoint a company employee to manage reporting for reporting persons and obtain powers of attorney allowing that employee to sign section 16(a) reports on their behalf. Although the Policy designates Command's Compliance Officer to "ensur[e] compliance with this Policy through appropriate monitoring," (Policy, at 4), that mandate applies to the entire Policy and does not assign specific responsibilities for assisting with Section 16(a) reporting. Also, some companies provide checklists and periodic communications to reporting persons reminding them of their obligations, neither of which appears in the Policy. (See, e.g., Heartware International, Inc., Insider Trading Compliance Manual (Feb. 2012))

We ask that the Board respond to this letter in writing by September 14, 2012 with the following:

1. A detailed explanation of the factors that contributed to the significant non-compliance by Command officers and directors with their Section 16(a) reporting obligations disclosed in Command's 2012 proxy statement, including inadequate policies or procedures, insufficient resources, a lack of clear lines of accountability for oversight of such reporting and other factors identified by management or the Board.
2. The scope of the reviews performed by Command that provided the factual basis for the statements in Command's 2006-2011 proxy statements that all Section 16(a) reports had been timely filed (with limited exceptions discussed above), including the data reviewed and the person(s) performing the reviews.
3. A description of the measures Command has taken to promote future compliance with Section 16(a) reporting obligations.

In the interim, my colleague Michael Pryce-Jones can be reached at [michael.pryce-jones@changetowin.org](mailto:michael.pryce-jones@changetowin.org), or 202-262-7437.

Sincerely,



Bill Patterson

Executive Director, CtW Investment Group