

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
LIBERTY SECURITY GROUP INC.
AND THE CITY OF ANN ARBOR
FOR SECURITY / RECEPTION SERVICES**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Liberty Security Group, Inc. ("Contractor"), a Michigan Corporation with its address at 1400 Biddle Avenue, Wyandotte, MI 48192, agree as follows:

The Contractor agrees to provide services to the City under the following terms and conditions:

I. DEFINITIONS

Administering Service Area/Unit means City Administrator Service Area/ Fleet & Facilities Unit.

Contract Administrator means Fleet & Facilities Manager, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement.

Project means Security / Reception Services for Guy C. Larcom City Hall.

II. DURATION

Contractor shall commence performance on June 1, 2019 ("Commencement Date") and this Agreement shall remain in effect until June 30, 2020, unless terminated as provided for in Article XI. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

The parties agree that this contract may be renewed, at the sole option of the City, for up to three additional one-year periods under the same terms and conditions for the amount specified in Article V, Compensation. Should the City elect to exercise its option to renew this Agreement, the City Administrator, acting personally or through the Contract Administrator, will provide notice of its intent to renew in the following manner: 1) no less than sixty (60) days prior to the termination date of the original term of the Agreement, for the first one-year renewal period and 2) no less than sixty (60) days prior to the termination date of the first renewal term of the Agreement, for the second one-year renewal period and 3) no less than sixty (60) days prior to the termination date of the second renewal term of the Agreement, for the third one-year renewal period.

III. SERVICES

- A. The Contractor agrees to provide unarmed security, guest reception and security consulting services ("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Article III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage that may arise under this contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City,

through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).

- B. Any insurance provider of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.
- B. Living Wage. If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VIII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.
- E. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach,

the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.

- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XII. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.

XIII. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:
Liberty Security Group, Inc.
1400 Biddle Avenue
Wyandotte, MI 48192

If Notice is sent to the CITY, it shall be addressed and sent to:
City of Ann Arbor
Fleet & Facilities Unit
301 E. Huron St.
Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor
ATTN: Office of the City Attorney
301 East Huron Street, 3rd Floor
Ann Arbor, Michigan 48104

XIV. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XV. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

Unless otherwise stated in this Agreement, any intellectual property owned by Contractor prior to the effective date of this Agreement (i.e., Preexisting Information) shall remain the exclusive property of Contractor even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

XVI. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

XVII. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XVIII. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

XIX. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement.

XX. EFFECTIVE DATE

This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

FOR CONTRACTOR

By _____
Type Name

Its

Date: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Howard S. Lazarus, City Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

EXHIBIT A
SCOPE OF SERVICES

The Contractor shall provide trained and qualified personnel to deliver unarmed security and reception desk staffing services for the City of Ann Arbor Guy C. Larcom City Hall building or other City facilities as needed. The Contractor shall provide professional consultation on security related issues as requested by the City.

Services provided will be consistent with the Request for Proposal #19-01 issued by the City and the response to that Proposal from Liberty Security Group Inc. dated January 10, 2019.

Standard Coverage Schedule (Guy C. Larcom City Hall) –

Sunday (twice a month before regularly scheduled City Council meetings) – 6:00 pm to 10:00 pm.

Monday through Thursday – 7:30 am to 11:00 pm

Friday – 7:30 am to 5:30 pm

Coverage schedules, staffing levels, locations and services are subject to modifications agreed upon in advance by both parties.

REQUEST FOR PROPOSAL

RFP # 19-01

Security/Reception Services

City of Ann Arbor
Fleet & Facility Services



Due Date: January 10, 2019 by 10:00 a.m. (local time)

Issued By:

City of Ann Arbor
Procurement Unit
301 E. Huron Street
Ann Arbor, MI 48104

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SECTION I - GENERAL INFORMATION

A. OBJECTIVE

The City of Ann Arbor is seeking the services of a qualified security firm to provide unarmed security and reception services at the Guy C. Larcom City Hall building. Services provided by the successful vendor will include staffing the security/reception desk in the building's entrance atrium, managing visitors to the building, maintaining visitor logs and notifying hosts of visitors, managing elevator access control, directing public to the appropriate locations, answering general questions from the public, providing input on general building security issues, and providing security observation for early warning of potential security threats. The City is seeking these services for a period of fifteen months, with the City reserving an option to extend the contract term for up to three additional one-year periods.

B. QUESTIONS AND CLARIFICATIONS / DESIGNATED CITY CONTACTS

All questions regarding this Request for Proposal (RFP) shall be submitted via e-mail. Questions will be accepted and answered in accordance with the terms and conditions of this RFP.

All questions shall be submitted on or before Thursday, December 20, 2018 at 10:00 a.m., and should be addressed as follows:

Scope of Work/Proposal Content questions shall be e-mailed to Matthew Kulhanek, Fleet & Facilities Manager – mjkulhanek@a2gov.org

RFP Process and Compliance questions shall be e-mailed to Colin Spencer, Buyer - CSpencer@a2gov.org

Should any prospective offeror be in doubt as to the true meaning of any portion of this RFP, or should the prospective offeror find any ambiguity, inconsistency, or omission therein, the prospective offeror shall make a written request for an official interpretation or correction by the due date for questions above.

All interpretations, corrections, or additions to this RFP will be made only as an official addendum that will be posted to a2gov.org and MITN.info and it shall be the prospective offeror's responsibility to ensure they have received all addenda before submitting a proposal. Any addendum issued by the City shall become part of the RFP, and must be incorporated in the proposal where applicable.

C. PRE-PROPOSAL MEETING

No pre-proposal meeting will be held for this RFP. Please contact staff indicated above with general questions regarding the RFP.

D. PROPOSAL FORMAT

To be considered, each firm must submit a response to this RFP using the format provided in Section III. No other distribution of proposals is to be made by the prospective offeror. An official authorized to bind the offeror to its provisions must sign the proposal in ink. Each proposal must remain valid for at least ninety days from the due date of this RFP.

Proposals should be prepared simply and economically providing a straightforward, concise description of the offeror's ability to meet the requirements of the RFP. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

E. SELECTION CRITERIA

Responses to this RFP will be evaluated using a point system as shown in Section III. A selection committee comprised of staff from the City will complete the evaluation.

The fee proposals will not be reviewed at the initial evaluation. After initial evaluation, the City will determine top proposals, and open only those fee proposals. The City will then determine which, if any, firms will be interviewed. During the interviews, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected offeror to this project. If the City chooses to interview any respondents, the interviews will be tentatively held the **week of January 28, 2019**. Offeror must be available on these dates.

All proposals submitted may be subject to clarifications and further negotiation. All agreements resulting from negotiations that differ from what is represented within the RFP or in the proposal response shall be documented and included as part of the final contract.

F. SEALED PROPOSAL SUBMISSION

All proposals are due and must be delivered to the City on or before, Thursday, January 10, 2019 at 10:00 a.m. (local time). Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each respondent must submit in a sealed envelope

- **one (1) original proposal**
- **four (4) additional proposal copies**
- **one (1) digital copy of the proposal preferably on a USB/flash drive as one file in PDF format**

Each respondent must submit in a single separate sealed envelope marked Fee Proposal

- **two (2) copies of the fee proposal**

The fee proposal and all costs must be separate from the rest of the proposal.

Proposals submitted must be clearly marked: **“RFP No. 19-01 – Security/Reception Services”** and list the offeror’s name and address.

Proposals must be addressed and delivered to:
City of Ann Arbor
c/o Customer Service
301 East Huron Street
Ann Arbor, MI 48107

All proposals received on or before the due date will be publicly opened and recorded on the due date. No immediate decisions will be rendered.

Hand delivered proposals must be date/time stamped by the Customer Service Department at the address above in order to be considered. Delivery hours are 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding Holidays.

The City will not be liable to any prospective offeror for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal. Offerors are responsible for submission of their proposal. Additional time will not be granted to a single prospective offeror. However, additional time may be granted to all prospective offerors at the discretion of the City.

A proposal will be disqualified if the following required forms are not included with the proposal:

- **Attachment B - City of Ann Arbor Non-Discrimination Declaration of Compliance**
- **Attachment C - City of Ann Arbor Living Wage Declaration of Compliance**
- **Attachment D - Vendor Conflict of Interest Disclosure Form of the RFP Document**

Proposals that fail to provide these completed forms listed above upon proposal opening will be deemed non-responsive and will not be considered for award.

Please do not provide these forms outlined directly above only within the separately sealed Fee Proposal envelope.

All proposed fees, cost or compensation for the services requested herein should be provided in the separately sealed Fee Proposal envelope only.

G. DISCLOSURES

Under the Freedom of Information Act (Public Act 442), the City is obligated to permit review of its files, if requested by others. All information in a proposal is subject to disclosure under this provision. This act also provides for a complete disclosure of contracts and attachments thereto.

H. TYPE OF CONTRACT

A sample of the Professional Services Agreement is included as Appendix A. Those who wish to submit a proposal to the City are required to review this sample agreement carefully. **The City will not entertain changes to its Professional Services Agreement except for possible waiver of professional liability insurance. The City reserves the right to require additional insurance if there is a change to the form of security services provided.**

The City reserves the right to award the total proposal, to reject any or all proposals in whole or in part, and to waive any informality or technical defects if, in the City's sole judgment, the best interests of the City will be so served.

This RFP and the selected offeror's response thereto, shall constitute the basis of the scope of services in the contract by reference.

I. NONDISCRIMINATION

All offerors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in Attachment B shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

J. WAGE REQUIREMENTS

The Attachments provided herein outline the requirements for payment of prevailing wages or of a "living wage" to employees providing service to the City under this contract. The successful offeror must comply with all applicable requirements and provide documentary proof of compliance when requested.

K. CONFLICT OF INTEREST DISCLOSURE

The City of Ann Arbor Purchasing Policy requires that the consultant complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected offeror unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Conflict of Interest Disclosure Form is attached.

L. COST LIABILITY

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the offeror prior to the execution of a Professional Services Agreement. The liability of the City is limited to the terms and conditions outlined in the Agreement. By submitting a proposal, offeror agrees to bear all costs incurred or related to the preparation, submission, and selection process for the proposal.

M. DEBARMENT

Submission of a proposal in response to this RFP is certification that the Respondent is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

N. PROPOSAL PROTEST

All proposal protests must be in writing and filed with the Purchasing Manager within five (5) business days of the award action. The offeror must clearly state the reasons for the protest. If an offeror contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the offeror to the Purchasing Manager. The Purchasing Manager will provide the offeror with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee, whose decision shall be final.

Any inquiries or requests regarding this procurement should be only submitted in writing to the Designated City Contacts provided herein. Attempts by the offeror to initiate contact with anyone other than the Designated City Contacts provided herein that the offeror believes can influence the procurement decision, e.g., Elected Officials, City Administrator, Selection Committee Members, Appointed Committee Members, etc., may lead to immediate elimination from further consideration.

O. SCHEDULE

The proposals submitted should define an appropriate schedule in accordance with the requirements of the Proposed Work Plan in Section III.

The following is the schedule for this RFP process.

Activity/Event	Anticipated Date
Written Question Deadline	December 20, 2018, 10:00 am
Addenda Published (if needed)	Week of December 24, 2018
Proposal Due Date	January 10, 2019, 10:00 am (Local Time)
Tentative Interviews (if needed)	Week of January 28, 2019
Selection/Negotiations	February 2019
Expected City Council Authorizations	March 2019

The above schedule is for information purposes only and is subject to change at the City's discretion.

P. IRS FORM W-9

The selected offeror will be required to provide the City of Ann Arbor an IRS form W-9.

Q. RESERVATION OF RIGHTS

1. The City reserves the right in its sole and absolute discretion to accept or reject any or all proposals, or alternative proposals, in whole or in part, with or without cause.
2. The City reserves the right to waive, or not waive, informalities or irregularities in terms or conditions of any proposal if determined by the City to be in its best interest.
3. The City reserves the right to request additional information from any or all offerors.
4. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested within RFP.
5. The City reserves the right to determine whether the scope of the project will be entirely as described in the RFP, a portion of the scope, or a revised scope be implemented.
6. The City reserves the right to select one or more vendors to perform services.
7. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.
8. The City reserves the right to disqualify proposals that fail to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents outlined within RFP.

R. ENVIRONMENTAL COMMITMENT

The City of Ann Arbor recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a vibrant community and economy. The City further recognizes that the products and services the City buys have inherent environmental and economic impacts and that the City should make procurement decisions that embody, promote, and encourage the City's commitment to the environment.

The City encourages potential vendors to bring forward emerging and progressive products and services that are best suited to the City's environmental principles.

S. USE OF CITY SEAL AND FLAG

Please be aware in responding to this formal solicitation that use of the City's seal or flag in a manner inconsistent with Title I, Chapter 9 of the City's Code of Ordinances is prohibited.

SECTION II - SCOPE OF SERVICES

A. BACKGROUND

The Guy C. Larcom City Hall building, located at 301 E. Huron Street, is the primary public service facility for the City of Ann Arbor. The building, constructed in 1963, occupies approximately 80,000 square feet over seven floors (B-6) available to the public. Municipal services located in this building include general government administration, human resources, city legal offices, building department, planning, assessing, treasury, parking referees, and other related services. The Police Department and Municipal Courts are located in the Justice Center which is a separate building located on the same municipal campus. Security services for police and court operations are NOT part of this RFP and are provided by the Washtenaw County Sheriff's Office.

In 2018, the City identified the need to provide an improved level of security and protection in the building while minimizing impact to our public guests. The program will implement access control, via the building elevators, and guest management through visitor logs and identification for the upper floors of the building. It is the City's desire to balance improved security for the public and staff with the openness and convenience of service to our public guests.

B. OBJECTIVE

The City of Ann Arbor is seeking proposals to have a qualified security firm provide personnel to staff the security/reception desk on a daily basis to improve overall building security and provide friendly, knowledgeable services to our public guests. The successful vendor will also provide general expertise on building security, both physical and operational issues, as needed.

C. REQUIREMENTS

1. The successful vendor must have a minimum of five years of experience providing and managing professional security services.
2. Security personnel assigned to the City shall be trained to professional industry standards and have a minimum of two years' experience as security personnel. Security personnel shall be unarmed.
3. Provide qualified security personnel, a minimum of one person at all times, to staff the security/reception desk in the Guy C. Larcom City Hall building during normal business days from 7:30 am until 5:30 pm.
4. Vendor is responsible for all training and supervision of security personnel. Vendor must perform complete background checks before assigning any personnel to the City. A copy of each background check will be provided to the City of Ann Arbor

upon request. Vendor shall not assign personnel who has a record of violent or dishonest conduct, or who might in any way be unfit to serve. The City of Ann Arbor reserves the right to refuse any person at any time for any reason and at no penalty.

5. Security personnel shall be attired in business dress, not a uniform, while staffing the desk.
6. Security personnel are the eyes and ears of the Ann Arbor Police Department. Alertness and attention to detail with an emphasis on customer service are critical to success. The public will be spoken to and treated with respect and courtesy. A balance between security and customer service is required.
7. Security personnel will utilize the emergency call button, telephone or radio (if provided) to contact the Ann Arbor Police Department if a threat is detected. De-escalation tactics should be utilized until Police personnel are at the scene.
8. The successful vendor will maintain continuous coverage of the security/reception desk at all times, including scheduled and unscheduled absences.
9. The successful vendor shall provide consistent personnel who can develop an understanding of the facility, its needs and establish professional relationships with staff and regular guests.
10. Personnel shall be experienced in the basic operation of computers with an emphasis on Microsoft Outlook software to manage guests.

D. CONSULTANTS PROPOSAL

In keeping with the objective, the description, the requirements, and the vendor's tasks as previously indicated in this Request for Proposal, the vendors submitting proposals shall outline in detail the manner in which the vendor shall work with the City to fulfill the City's needs.

The outline at a minimum shall address:

- A. Staffing and personnel.
- B. Communication and coordination.
- C. Compatibility with city's standards, goals, and objectives.
- D. Working relationship between vendor and City staff.
- E. Information which will assist the City to determine the vendor's capability of performing the work.

SECTION III - MINIMUM INFORMATION REQUIRED

PROPOSAL FORMAT

Offerors should organize Proposals into the following Sections:

- A. Professional Qualifications
- B. Past Involvement with Similar Projects
- C. Proposed Work Plan
- D. Fee Proposal (include in a separate sealed envelope clearly marked "Fee Proposal")
- E. Authorized Negotiator
- F. Attachments

The following describes the elements that should be included in each of the proposal sections and the weighted point system that will be used for evaluation of the proposals.

A. Professional Qualifications – 20 points

1. State the full name and address of your organization and, if applicable, the branch office or other subsidiary element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the State of Michigan.
2. Include the names of the project personnel that will be associated with this work. Indicate where these personnel will be based during the contract. Identify the key project manager who will be the primary liaison with the City. Identify only individuals who will work on this project by name and title. Resumes and qualifications are required for all proposed project personnel.
3. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work. Provide copies of all required licenses and certificates required by the State of Michigan.

B. Past involvement with Similar Projects – 20 points

The written proposal must include a list of specific experiences in providing and managing security/reception services and indicate proven ability in implementing similar services. A complete list of client references must be provided for similar security services with an emphasis on those that provide reception services as well. The list shall include the firm/agency name, address, telephone number, project title, and contact person.

C. Proposed Work Plan – 20 points

Provide a detailed and comprehensive description of how the offeror intends to provide the services requested in this RFP. This description shall include, but not be limited to: how the requested services will be managed, staffed and scheduled; the standard level of training provided by the vendor for this level of service; communication, coordination, and the proposed working relationship between the offeror and City staff; and the company's general philosophy in regards to providing the requested services.

Offerors shall be evaluated on the clarity, thoroughness, and content of their responses to the above items.

D. Fee Proposal - 40 points

Fee schedules shall be submitted in a separate, sealed, envelope as part of the proposal. Fee quotations are to include the proposed levels of service, estimated number of billable hours per week by position, a list of positions with hourly rates, overhead factors, and any other relevant details related to costs. As the proposal may result in a multi-year contract, provide dates and anticipated percentage increases for all rates and fees. Offerors shall be capable of justifying the details of the fee proposal relative to personnel costs, overhead, how the overhead rate is derived, material and time.

E. Authorized Negotiator

Include the name, phone number, and e-mail address of persons(s) in your organization authorized to negotiate the agreement with the City

F. Attachments

Legal Status of Offeror, Conflict of Interest Form, Living Wage Compliance Form, and the Non-Discrimination Form must be completed and returned with the proposal. These elements should be included as attachments to the proposal submission.

PROPOSAL EVALUATION

1. The selection committee will evaluate each proposal by the above-described criteria and point system (A through C) to select a short-list of firms for further consideration. The City reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The committee may contact references to verify material submitted by the offerors.

2. The committee then will schedule interviews with the selected firms if necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal.
3. The interview must include the project team members expected to be involved in the project, but no more than six members total. The interview shall consist of a presentation of up to thirty minutes (or the length provided by the committee) by the offeror, including the person who will be the project manager on this contract, followed by approximately thirty minutes of questions and answers. Audiovisual aids may be used during the oral interviews. The committee may record the oral interviews.
4. The firms interviewed will then be re-evaluated by the above criteria (A through D), and adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected firm may be pursued leading to the award of a contract by City Council, if suitable proposals are received.

The City reserves the right to waive the interview process and evaluate the offerors based on their proposals and fee schedules alone and open fee schedules before or prior to interviews.

The City will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.

Work to be done under this contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents.

Any proposal that does not conform fully to these instructions may be rejected.

PREPARATION OF PROPOSALS

Proposals should have no plastic bindings but will not be rejected as non-responsive for being bound. Staples or binder clips are acceptable. Proposals should be printed double sided on recycled paper. Proposals should not be more than 30 sheets (60 sides), not including required attachments and resumes.

Each person signing the proposal certifies that they are a person in the offeror's firm/organization responsible for the decisions regarding the fees being offered in the Proposal and has not and will not participate in any action contrary to the terms of this provision.

ADDENDA

If it becomes necessary to revise any part of the RFP, notice of the addendum will be posted to Michigan Inter-governmental Trade Network (MITN) www.mitn.info and/or the City of Ann Arbor web site www.A2gov.org for all parties to download.

Each offeror must acknowledge in its proposal all addenda it has received. The failure of an offeror to receive or acknowledge receipt of any addenda shall not relieve the offeror of the responsibility for complying with the terms thereof. The City will not be bound by oral responses to inquiries or written responses other than official written addenda.

SECTION IV - ATTACHMENTS

Attachment A – Legal Status of Offeror

Attachment B – Non-Discrimination Ordinance Declaration of Compliance Form

Attachment C – Living Wage Declaration of Compliance Form

Attachment D – Vendor Conflict of Interest Disclosure Form

Attachment E – Non-Discrimination Ordinance Poster

Attachment F – Living Wage Ordinance Poster

**ATTACHMENT A
LEGAL STATUS OF OFFEROR**

(The Respondent shall fill out the provision and strike out the remaining ones.)

The Respondent is:

- A corporation organized and doing business under the laws of the state of _____, for whom _____ bearing the office title of _____, whose signature is affixed to this proposal, is authorized to execute contracts on behalf of respondent.*

*If not incorporated in Michigan, please attach the corporation's Certificate of Authority

- A limited liability company doing business under the laws of the State of _____, whom _____ bearing the title of _____ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.
- A partnership organized under the laws of the State of _____ and _____ filed with the County of _____, whose members are (attach list including street and mailing address for each.)
- An individual, whose signature with address, is affixed to this RFP.

Respondent has examined the basic requirements of this RFP and its scope of services, including all Addendum (if applicable) and hereby agrees to offer the services as specified in the RFP.

Signature

Signature

(Print) Name _____ Title _____

Firm: _____

Address: _____

Contact Phone _____ Fax _____

Email _____

ATTACHMENT B
CITY OF ANN ARBOR DECLARATION OF COMPLIANCE

Non-Discrimination Ordinance

The “non discrimination by city contractors” provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor’s Non-Discrimination Ordinance and contract compliance administrative policy.
- (b) To post the City of Ann Arbor’s Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

Company Name

Signature of Authorized Representative

Date

Print Name and Title

Address, City, State, Zip

Phone/Email address

Questions about the Notice or the City Administrative Policy, Please contact:
Procurement Office of the City of Ann Arbor
(734) 794-6500

Revised 3/31/15 Rev. 0

NDO-2

**ATTACHMENT C
CITY OF ANN ARBOR
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here No. of employees _____

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$13.22/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$14.75/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

Check the applicable box below which applies to your workforce

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

Company Name

Street Address

Signature of Authorized Representative

Date

City, State, Zip

Print Name and Title

Phone/Email address

ATTACHMENT D



VENDOR CONFLICT OF INTEREST DISCLOSURE FORM
--

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <hr/> <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Vendor Name	Vendor Phone Number	
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

**ATTACHMENT E
CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE**

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below.
You can review the entire ordinance at www.a2gov.org/humanrights.

Intent: It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

Discriminatory Employment Practices: No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

Discriminatory Effects: No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

Nondiscrimination by City Contractors: All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

Complaint Procedure: If any individual believes there has been a violation of this chapter, he/she may file a complaint with the City's Human Rights Commission. The complaint must be filed within 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the allegedly discriminatory action. A complaint that is not filed within this timeframe cannot be considered by the Human Rights Commission. To file a complaint, first complete the complaint form, which is available at www.a2gov.org/humanrights. Then submit it to the Human Rights Commission by e-mail (hrc@a2gov.org), by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107), or in person (City Clerk's Office). For further information, please call the commission at 734-794-6141 or e-mail the commission at hrc@a2gov.org.

Private Actions For Damages or Injunctive Relief: To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter.

**THIS IS AN OFFICIAL GOVERNMENT NOTICE AND
MUST BE DISPLAYED WHERE EMPLOYEES CAN READILY SEE IT.**

ATTACHMENT F

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2018 - ENDING APRIL 29, 2019

\$13.22 per hour

If the employer provides health care benefits*

\$14.75 per hour

If the employer does **NOT** provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

The Law Requires Employers to Display This Poster Where Employees Can Readily See It.

**For Additional Information or to File a Complaint Contact
Colin Spencer at 734/794-6500 or cspencer@a2gov.org**

APPENDIX A: SAMPLE PROFESSIONAL SERVICES AGREEMENT

If a contract is awarded, the selected Firm(s) will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors/service providers to the City of Ann Arbor. The required provisions are:

(2018 PSA over \$25,000 Auto AI)

PROFESSIONAL SERVICES AGREEMENT BETWEEN

AND THE CITY OF ANN ARBOR
FOR _____

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St.
Ann Arbor, Michigan 48104 ("City"), and

("Contractor"), a(n) _____
(State where organized) (Partnership, Sole Proprietorship, or Corporation)

with its address at _____, agree as follows:

The Contractor agrees to provide services to the City under the following terms and conditions:

I. DEFINITIONS

Administering Service Area/Unit means _____.

Contract Administrator means _____, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement.

Project means _____
Project name

II. DURATION

Contractor shall commence performance on _____, 20____ ("Commencement Date"). This Agreement shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

III. SERVICES

- A. The Contractor agrees to provide _____
type of service

("Services") in connection with the Project as described in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Article III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage that may arise under this contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).

- B. Any insurance provider of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.

- C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

- B. Living Wage. If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VIII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.
- E. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XII. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.

XIV. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XV. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

Unless otherwise stated in this Agreement, any intellectual property owned by Contractor prior to the effective date of this Agreement (i.e., Preexisting Information) shall remain the exclusive property of Contractor even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

XVI. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

XVII. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XVIII. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

XIX. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement.

XX. EFFECTIVE DATE

This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

FOR CONTRACTOR

By _____
Type Name

Its

Date: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Type Name
Service Area Administrator

Howard S. Lazarus, City Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

(Insert/Attach Scope of Work & Deliverables Schedule)

**EXHIBIT B
COMPENSATION**

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:

(insert/Attach Negotiated Fee Arrangement)

EXHIBIT C
INSURANCE REQUIREMENTS

From the earlier of the Effective Date or the Commencement Date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

A. The Contractor shall have insurance that meets the following minimum requirements:

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.
2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit
3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000 Per Project General Aggregate
\$1,000,000 Personal and Advertising Injury
4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under A.3 and A.4 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions, which may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days, a copy of the policy(ies) and all required endorsements to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.



Security Proposal

RFP No. 19-01
Security/Reception Services
Fleet & Facility Services

“Your Total Security Solutions Provider”

Guarding • Technology • Preparedness • Risk Mitigation



January 10, 2019

City of Ann Arbor
c/o Customer Service
301 East Huron Street
Ann Arbor, MI 48107

On behalf of Liberty Security Group (LSG), I want to express our thanks and appreciation for giving us the opportunity to present our proposal for Security Guard Service at **City of Ann Arbor**.

We are a family-owned company led by first responders that are engrained in the local communities through work with nonprofits and community-oriented clients.

We are proud to offer our clients "**The Liberty Advantage**":

- To always put the client needs first.
- To deliver on commitments and remain transparent along the way.
- To offer REAL training programs and cross training between all locations.
- To provide a great client experience.
- To offer a cost-effective value add security program.

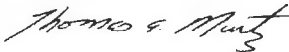
At Liberty we are more than a company with a Team – we are a family.

Our team has well over 200 years combined experience in the fields of security, technology and emergency response. The Liberty Team has worked with clients and public safety organizations, including state and national associations as well as the federal government. From providing professional security officers to designing city-wide surveillance systems, our experience has improved our clients' security profiles while saving them considerable costs.

Once again, on behalf of LSG, I wish to express our thanks and appreciation for the opportunity to provide you with some information about our group. We would like nothing more than to add your company to our growing family of clientele.

I am personally available to answer any questions. Please feel free to contact me 24x7 on my cell at 734-341-5546 or via email at tmuntz@libertysecurity.us.

Respectfully yours,



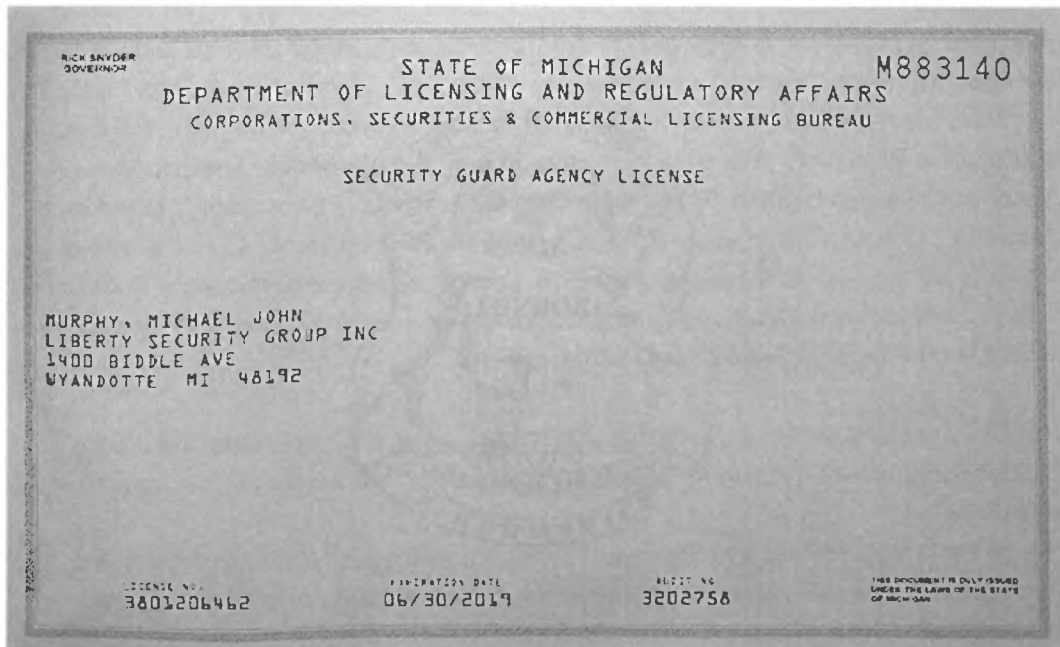
Thomas A. Muntz
Business Development Manager, Liberty Security Group, Inc.
1400 Biddle Avenue, Wyandotte, MI 48192
Phone: 855-457-4732 ext. 703
tmuntz@libertysecurity.us

A. Professional Qualifications

1. State the full name and address of your organization and, if applicable, the branch office or other subsidiary element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. If as a corporation, include whether it is licensed to operate in the State of Michigan.

Liberty Security Group, Inc.
1400 Biddle Avenue
Wyandotte, MI 48192

Bureau of Professional Licensing / Corporations, Securities & Commercial Licensing Bureau	
VERIFY A LICENSE/REGISTRATION	
Licensee Information	
Name:	LIBERTY SECURITY GROUP INC
OO/Owner:	MURPHY, MICHAEL JOHN
Address:	Wyandotte MI 48192
County:	Wayne
License Information	
License Type:	Security Guard Agency
License Number:	3801206462
Specialties:	
Status:	Active
Limitations:	
Issue Date:	06/11/2013
Expiration Date:	06/30/2019



2. Include the names of the project personnel that will be associated with this work. Indicate where these personnel will be based during the contract. Identify the key project manager who will be the primary liaison with the City. Identify only individuals who will work on this project by name and title. Resumes and qualifications are required for all proposed project personnel.

**Keith A. Murray
President/CEO**

Keith created and licensed Liberty Security Group Inc. after managing the day to day operations of their sister company Virtual Emergency Services. Over a 12-month period Liberty attained clients such as MGM Grand Casinos, Clark Hill Law, Jones Lang LaSalle, Detroit Public Television, Marygrove College, NASCAR, Grupo Antolin and many more. Keith has directed the oversight of nearly 1000 weekly guard hours while building partnerships in the areas of access control, remote video monitoring, surveillance appliances and other technology.

Keith Murray designed and built the RESPONSEnet™ tactical mapping database system and has personally overseen its integration nationwide in large school districts, military vessels, commercial facilities, utilities, ports, banks, jails/courts and office buildings. The RESPONSEnet system is a Department of Homeland Security Safety Act Certified QATT (Qualified Anti-Terrorism Technology – www.safetyact.com). RESPONSEnet is deployed at all of Liberty Security Group accounts and is utilized to improve our client's preparedness level while providing electronic incident reporting, daily logs, post orders, assessments, mass alerting and more. It is currently being deployed in over 2000 buildings in 54 districts in California, Texas, Colorado, Indiana, Michigan, Ohio, Virginia, Illinois, Arizona and elsewhere. Recently developed by Keith and his team is the CSI Academy. The academy site is a Web 2.0, cloud deployed E-Learning website which employs custom themes and branding. At the core of our E-Learning Academy are the courses themselves. All CSI Academy courses are developed with the latest in advanced interactions including games, streaming video transitions and branching storylines; all while supporting limited bandwidth situations and mobile deployment.

Keith brings over 24 years of experience interfacing with federal, state, and local public and private entities on disaster preparedness, fire suppression, fire investigation, accident prevention, community outreach, and training.

Keith began his career in the 1980's as a professional Fire Fighter with a local Michigan department. His background includes positions as Sergeant, Lieutenant, Captain and Inspector prior to being promoted to the rank of Fire Marshal. He is a licensed Paramedic, a certified Fire Investigator at the advanced level with the Michigan State Police, an NFPA Certified Fire Inspector, and an NFPA Certified Plans Examiner and is a certified Fire Officer with the State of Michigan at the levels of I, II & III.

Keith is a member of the National Fire Protection Association, the International Association of Arson

Investigators, the Downriver Fire Investigation Task Force and the International Association of Fire Fighters. His experience includes program and budget management, supervision, code enforcement, fire ground incident command, emergency pre-planning implementation, contract and labor law, and enforcement of International Fire Codes. Keith has achieved extensive experience in the utilization of graphical and web-based application development in the area of emergency response, GIS and preplanning.

Most recently, to support our clients' needs to interface with their existing IP surveillance systems, Keith has obtained significant experience in the utilization of IP surveillance equipment to provide Remote Video Monitoring services. Remote video monitoring allows our clients to reduce their security spend while at the same time improving their overall preparedness level. Providing these solutions requires an abundance of understanding of the various intricacies which are at play between the IP cameras, encoders, storage devices and the video management platforms at the monitoring center.

Anthony L Murray
Managing Partner

Protection Success

- Liberty Security Group – Managing Partner
 - Owner with complete oversight of all operations and client relationships
- Securitas USA – Area Vice President
 - Provide hands on oversight of client contractual requirements and officer development through effective coaching of management support team for the state of Michigan.
- Burns International – Division Manager
 - Support a client portfolio to ensure client and employee satisfaction.

Qualifications

- Parkland College, Business Management
- Henry Ford Community College, Dearborn, MI
- Professional Selling Skills (PSS)
- Securitas Executive Training Program (SET)
- Civil Treatment for Managers
- Branch Management Leadership Program
- United States Air Force
- United States Air Force Advanced Leadership School
- Department of Homeland Security - Safety Act Certification

Awards/Affiliations/Recognition

- Board of Directors – Crime Stoppers
- Executive Committee Member – New Center Counsel
- Detroit Executive Security Counsel
- Member, American Society for Industrial Security (ASIS)
- Member, Business Owners Management Association (BOMA)
- United States Air Force – Airman of the Year Award

Matt Warner
Manager Operations & Special Events

Protection Success

- **Liberty Security Group**
 - Manage client relations, Management of teams for Events, Films, Venues and Festivals.
- **Tricon Security Group - Security Manager of Film and Media Operations / Senior Event Manager**
 - Manage client relations, Manage teams for Film security, Event Security and Venue Security
- **RSIG Security Group - Event Manager**
 - Manage client relations, Manage teams for Film security, Event Security and Static Sites

Qualifications

- Federal Aviation Administration - Transportation Security Management (TSM) Supervisor Transportation Security Officer (STSO) Leadership Training Courses
- U. S. Department of Transportation- Skill Path and Covey Courses
- United States Customs Enforcement- Training in conflict management, Handling of employees and General public
- U.S Secret Service - Course on Performance Improvement plan, Training on field safety, Security equipment (Wands, Pat downs, Mag metal detectors) maintenance and operation of the CTX machine, Explosive Trace Detection (ETD) Machine.
- U.S Border Patrol- Course on Development of written and oral communication and radio etiquette.
- U.S Border patrol - Pistol Certification
- Conceal Pistol License

Event & Film Experience

- Ford Arts Beats and Eats - Royal Oak Michigan
- Meridan Detroit Winterblast - Detroit Michigan
- GM Detroit Riverdays - Detroit Michigan
- Movement Electronic Music Festival - Detroit Michigan
- FunFest Stars and Stripes Festival - Mt Clemons Michigan
- Red Bull Hart Lines - Detroit Michigan
- Red Bull GRC Race - (Belle Isle) Detroit Michigan
- Michigan Science and Engineering Fair - (Cobo Hall) Detoit Michigan
- Transformers: The Last Knight – Michigan Crew
- Batman V Superman "Dawn of Justice"- Michigan Crew
- Comedy Central "The Detroiters" (Seasons 1 & 2) - Michigan Crew
- Deadpool - Detroit Crew

- Grain - Michigan Crew
- Transformers "Dark of the Moon"- Michigan Crew
- Lost River - Michigan Crew
- Salvation Boulevard-Michigan Crew
- It Follows - Michigan Crew
- Top Gear "Detroit Streets" - Detroit Crew
- Freaky Deaky - Michigan Crew
- Five Year Engagement - Michigan Crew
- A Merry Harold and Kumar Christmas - Michigan Crew
- Red Dawn - Michigan Crew

Thomas Muntz
Business Development Manager

Tom is the Business Development Manager for Liberty Security Group Inc. His primary responsibilities are to generate new business for the company while placing an emphasis on growth and development in the region. He has been involved in new business development for over 30 years. By maintaining high standards in regard to providing qualified, trained and licensed security officers, he continues to bring solid new business to Liberty Security. Mr. Muntz has previously served as Regional Business Development Manager for one of the largest security company in Michigan. With his expertise in managing the entire daily growth of the business, it can easily be seen in his understanding and commitment to selling quality security officers with Liberty Security Group Inc. Mr. Muntz has been directly involved in security for over 32 years.

Professional associations:

- The American Society for Industrial Security
- International Association of Hospital Security
- Pooling Resources in Defense of the Environment
- The Institute for Financial Crime Prevention
- The National Association of Chiefs of Police
- National Association of Security Companies

KELLIE J. SATTERFIELD
Head of Human Resources

Kellie J. Satterfield is the East Michigan District Employment Manager. Her responsibilities include the daily operation of the East Michigan Employment Department and the employment staff. Ms. Satterfield oversees the recruitment, interviewing, testing and selection of all new uniformed personnel. She also administers the investigation and response of all East Michigan unemployment claims as well as supervises all out of state office unemployment procedures. Ms. Satterfield implemented and continues to supervise the live scan fingerprint backgrounds for all new employee's and has trained the employment staff in utilization of this procedure. Kellie provides training to new staff members and continued training to the current staff in reference to employment procedures, employment law and unemployment procedures. She assists in the administration of the company wide benefits and workers' compensation programs. Ms. Satterfield has been with working in her current field since 1988 and holds an Associates of Business degree from Hartford University. Ms. Satterfield has directly been involved with security since 1988.

3. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work. Provide copies of all required licenses and certificates required by the State of Michigan.

Liberty Security Group, Inc. is a provider of Armed and Unarmed officers as well as a variety of technological "Firsts" in the physical guard space. In addition to full time officer support for all vertical markets our company is well versed in fire watch, construction operations and special event support services.

As a bit of background, our company is a provider of **Professional Security Officers (Armed/Unarmed), Remote Video Monitoring and Surveillance Services, and Emergency Preparedness software solutions and Training.** We believe you will find our capabilities and experience to be the most professional, cost effective and inclusive provided by any company, and probably the only delivering **Department of Homeland Security, Safety Act Certified Solutions.**

Our team has well over 200 years combined experience in the fields of security, technology and emergency response. Liberty Security Group, Inc. has been at the forefront of providing preparedness technology to its clients across the country for over 15 years. During that time, it has been our experience that a fully functional Emergency Management system supports ALL security, preparedness and response functions and with LSG as your Security Management firm you will have the added benefit of the Department of Homeland Security, Safety Act Certified RESPONSEnet System.



RESPONSEnet™ has been certified with the Department of Homeland Security as a “Safety Act” certified technology and is listed on the QATT (*Qualified Anti-Terrorism Technology*) list as well as the Department of Homeland Security AEL and SEL approved product lists. Find out more at www.safetyact.gov

Also, as a client of LSG, you and your team of responders, teachers and administrators will have access 24/7 to our world class e-Learning Academy.



REPORTER is a web-based incident reporting and notification module built specifically to empower City of Ann Arbor client administrators and onsite security officers. The solution allows security officers and City of Ann Arbor administrators to effectively work together and document anything, anywhere at any time. In just a few mouse clicks (or from the site cell phone) users are able to start a new report and begin tracking anything that happens on client sites. The RESPONSEnet system allows you to securely enter reports, track incidents with time/date accuracy, query data and notify responsible parties immediately.

Most importantly the system will generate alerts to City of Ann Arbor representatives (if they wish) immediately based on site or incident type.

Item#	Type	Time	PC	Request/Incident Type	Status	By	On behalf of	Assigned	Location
63	(RT)	10-20 2009 12:45 am		Tornado Warning	In Process and Submit	chrondaj@nmsi.com			Nogues HS Admin R 1st Floor
60	(RT)	09-28 2009 02:02 pm		Fire	In Process and Submit	vl5@nmsi.com	Robert Admin	Keith	Marquette High School Kennedy Hall 1st Floor
36	(RT)	07-16- 2009 09:37 am		Motor Vehicle Theft	In Process and Submit	jack_admin@nmsi.com	jack_admin	User level	(WB)Testing

Primary REPORTER functionality includes:

- “Live” electronic incident reporting
- Automatic incident alert notification to e-mail and SMS text message
- Stakeholder interoperability
- Coordination with Police/Security agencies on related incidents
- Attachment option for images, movie clips,
- Incident & Work Order management
- Reports with trends and analysis
- Report templates for frequent reports
- Collaborative workspace
- 2 – Way SMS updating of reports with notes and status changes

Description: NIMS activities described by the Department of Education for K-12 and IHE's

Result: = Right Answer = Wrong Answer = Not Attempted

Overall Result:

Available topics	Result for latest attempt	
Adoption	<input type="checkbox"/>	
Command & Management	<input type="checkbox"/>	Detail View
Communication & Information Management	<input type="checkbox"/>	Detail View
Preparedness Exercises	<input type="checkbox"/>	Detail View
Preparedness Planning	<input type="checkbox"/>	Detail View
Preparedness Training	<input type="checkbox"/>	Detail View
Resource Management	<input type="checkbox"/>	Detail View

In short, we are a company that is well rounded and capable of providing solutions, training and technology applicable to a variety of vertical markets. Our officers come highly trained by a variety of methods including our Online Academy (<http://libertysecurity.us>). We are licensed and insured through an A+ provider (not a State Pool).

B. Past involvement with Similar Projects

The written proposal must include a list of specific experiences in providing and managing security/reception services and indicate proven ability in implementing similar services. A complete list of client references must be provided for similar security services with an emphasis on those that provide reception services as well. The list shall include the firm/agency name, address, telephone number, project title, and contact person.

1. **University of Michigan Law School**
(Static Building Security)
Lois Harden
Facilities Manager Law School
734-763-3003
loiso@umich.edu

2. **Detroit Riverfront Conservancy**
(Border/Park Security)
Mac A. McCracken
Director of Operations and Security
313-590-1001
Mac.McCracken@DetroitRiverFront.org

3. **Norfolk Southern Corp.**
Mark Hengtgen
Regional Manager
(734) 246-1926
Mark.hengtgen@nscorp.com

4. **IHM Sisters - Monroe, Michigan**
Steven Grigsby
Facilities Manager
(734) 240.8311
sgrigsby@ihmsisters.org

C. Proposed Work Plan



Recruitment/Retention: The ability to find the best talent in the shared hiring pool.



Training: Incorporating the latest in e-Learning & 100+ years of knowhow.



Contract Management: Not only the right people but keying on reliability and client satisfaction.



Technology: Incorporating Owned (not farmed) Software and Support.



Why Liberty: Advantages of Partnering with a Group Experienced & Transparent



Recruitment/Retention: The ability to find the best talent in the shared hiring pool.

Hiring Process – A 5 Step Process

Employment Processing: The sections below detail the procedures Liberty Security Group follows in the recruitment, selection, orientation, and retention of security officers.

Recruitment: On-going recruitment is essential to ensure that we have enough qualified employees to deliver excellent service which City of Ann Arbor will contract to receive. The following sections will detail Liberty Security Group's source of applicants, the preliminary appraisal procedures, and the screening

STEP 1

Source of Applicants: Before we submit an applicant to City of Ann Arbor for approval, our screening process is designed to eliminate any that would not meet Liberty Security Group's standards of excellence. Therefore, it is essential that Liberty Security Group maintain excellent working relationships with organizations that provide us with quality candidates. Some of the sources we use are:

- ✓ Classified Advertising
- ✓ Community Job Service
- ✓ Colleges/Universities
- ✓ Churches
- ✓ Internet Submissions
- ✓ State Employment/Job Services
- ✓ Minority Interest Groups
- ✓ Volunteer Agencies
- ✓ Military and Veterans' Groups
- ✓ Employee Referrals

STEP 2

Preliminary Appraisal: All applicants go through Liberty Security Group's preliminary appraisal process to determine if the applicant meets our employment standards.

Interview #1: This interview will be performed by Liberty Security Group's trained Employment Representative(s), using Liberty Security Group's customized structured interview process. The criteria for selection include, but is not limited to:

- a) Application review with prospective employee
- b) Past security, public law enforcement or military experience
- c) Educational level
- d) Employment gaps of six months or longer
- e) Reason for leaving previous jobs
- f) Personality
- g) Written and verbal communication skills
- h) References
- i) Attitude and aptitude

- j) Job profiling
- k) Recommended placement

STEP 3 Interview #2: Upon successful completion of the Initial interview, the applicant may be interviewed by the Account Supervisor assigned to City of Ann Arbor this ensures the applicant is appropriately evaluated and the profile of the applicant matches the profile of City of Ann Arbor. Additionally, it initiates an early relationship between the supervisor and the security officer.

STEP 4 Drug Testing: Liberty Security Group aggressively supports a "drug free" work place for all employees. We use the intensive laboratory tests which screen for six different chemicals. To ensure that employees remain drug free, unannounced random tests are conducted.

The 6 chemicals we test for are:

- ✓ **Amphetamines**
- ✓ **Opiates**
- ✓ **Cannabinoids**
- ✓ **Barbiturates**
- ✓ **PCP**
- ✓ **Cocaine**

Any applicant who fails the test is rejected automatically. Even though these tests are expensive, we are confident the long-term result of this tough drug policy will best serve our clients and Liberty Security Group as well.

Incumbent Personnel: Upon request from City of Ann Arbor, Liberty Security Group will retain any present security personnel who meet the screening requirements established in this section by Liberty Security Group

STEP 5 Background Investigations: Every applicant must undergo a background investigation. The following steps detail this step.

Criminal - A complete check from age of minority to present is performed using the Michigan State Police iChat system (as mandated by LARA). Our security staff is screened for felony & misdemeanor convictions.



Previous Employment - Periods of employment and unemployment will be checked. Reasons for termination, records of reliability and trustworthiness are also checked when possible and to the extent the law permits.

Education - Education levels (High School, GED, College, Trade Schools, etc.) are verified. Attendance, reliability and trustworthiness are also checked when possible.

Military - The DD-214 for type of discharge will be requested from applicants with military experience.

Retention Programs

Retention: High security officer turnover is one of the primary reasons for client dissatisfaction. It is perhaps the major reason that new security contractors are sought. In an industry which typically experiences annual employee turnover of up to 300%, it has been determined that employee development is critical to reduce this high turnover rate.

Security Officer of the Month: On a monthly basis, Liberty Security Group recognizes an employee as "Officer of the Month".

This award includes the following:

- Certificate of Achievement
- Gift certificate for dinner, movie, sports event ticket, etc.
- Supervisor of the Month

Incentive Programs: Liberty Security Group has developed a comprehensive incentive program designed to enhance our retention effort. We firmly believe this program benefits us as well as our clients. These programs include, but are not limited to:

- **Awards & Incentive Programs:** Liberty Security Group believes our security personnel should be contributing members to their community. Thus, in addition to rewarding any exceptional acts on site, this program recognizes exceptional humanitarian services to the community. Recognition through special awards, news media releases, certificates, cash bonuses, etc. are given as appropriate.
- **Employee Referral Award:** Our search for reliable and professional security officers is of utmost importance. As an incentive to assist in our effort, each employee who referred a qualified candidate to us for employment will receive \$50.00.

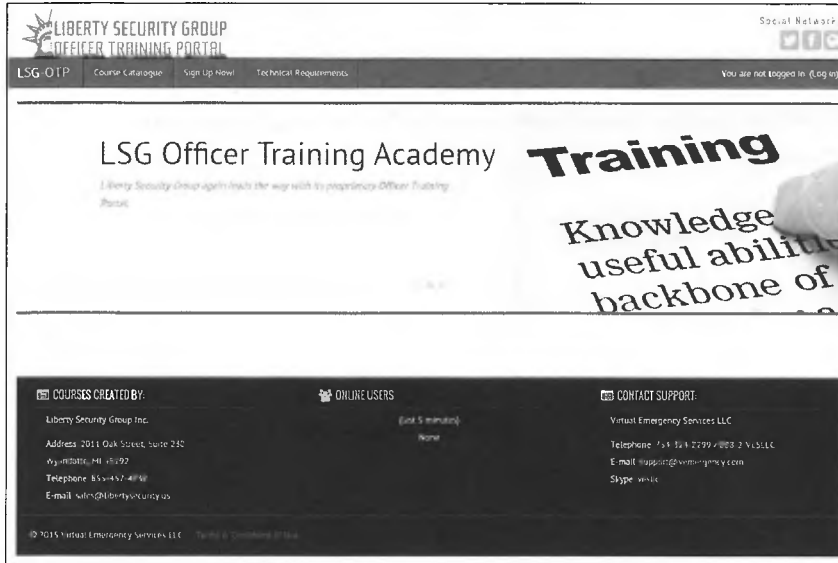
Additional Employee Benefits & Empowerment

- Automatic Direct Deposit of Payroll Checks (Ensuring employees are paid correctly and timely)
- 24/7 Paystub Web Page (Intuit ViewMy PayCheck) – All relevant data displayed, and historical information provided (W-2, taxes etc.)
- Paid Vacation – constant accrual of vacation time based on clear and transparent policy
- Holiday Pay – All contractual holidays paid at time and one half (tracked separately for officers)
- Veteran Service Recognition
- Medical Benefits and related educational material



Training: Incorporating the latest in e-Learning & 100+ years of knowhow.

<p>Pre-Assignment, Initial Site Specific & Cross Site On-Going / In- Service</p>		
Occurs	Training Topics (partial listing)	
Liberty Security Officer	<ul style="list-style-type: none"> Liberty Logistics Officer Program Terrorism Awareness Access Control Workplace Violence Customer Service Report Writing 	<ul style="list-style-type: none"> Emergency Response Security Officer Handbook First Aid/CPR/AED
Initial Site Specific	<ul style="list-style-type: none"> Site Orientation Post Orders Customer Service 	<ul style="list-style-type: none"> Fire Watch Fire-Life Safety Facility Patrol Procedure
Ongoing	<p>Recommended topics for continuing training—final curriculum to be determined by Liberty Transition Team and client representatives' input.</p>	
Liberty Supervisors	<ul style="list-style-type: none"> All the above + Liberty Leadership Program Critical Incident Management Courses Homeland Security Issues Emergency Response 	<ul style="list-style-type: none"> Professional Ethics Harassment & Discrimination Teamwork & Leadership Security Officer Training and Development Plans



The **Officer Training Portal (OTP)** is our web based, SCORM compliant, E-Learning Portal that is completely mobile-ready (HTML 5). We understand that officer training, especially ongoing and refresher training, is difficult to implement while a contract is in place. Initial training, both in house and on-the-job are mandatory but ongoing and client specific refresher courses really increase performance and retention. In addition to our "on-site" facilitated training we provide each officer their unique login and all training, both

standard and client specific, are available from any PC as well as any smart phone. Training is tracked, and aggregate data will be available for review and performance assurance.

Our online e-Learning Academy provides flexibility and quality to our officers by:

- Providing access to a range of resources and materials which may not otherwise be available or accessible; for example, video, sound, animation, multimedia;
- Creating, distributing and tracking client custom training modules (post orders, video etc.)
- Giving control to our personnel over when and where they study;
- Allowing personnel to study at their own pace;
- Supporting economic reuse of high quality, expensive resources;
- Encouraging personnel to take responsibility for their own learning.

Each course in the LTP provides a completely interactive learning environment and delivers social media and company updates which are relevant to each course.

- Main course SCORM module which tracks each objective, time in course, completion date/time/grade
- Course completion block which provides the officer with an overview of their progress
- Feedback module which encourages the officers to provide LSG operations their thoughts on a course
- Officer forums that provide the officers a medium to share experience and thoughts on any topic
- LSG event calendar keeps officers in the know regarding in house training and other events
- Additional live tools that ensure the training packages are relevant and engaging.

Training has long been one of the greatest concerns expressed universally by users of contract security services. Liberty Security Group has developed a training program consisting of the following items:

I. **Classroom Training:** Each security officer applicant must complete Liberty Security Group's in-house orientation program. The training criteria consists of the following topics:

- | | |
|---|--------------------------------|
| 1. Introduction to Liberty Security Group | 8. Handling Hostile People |
| 2. Human Relations | 9. Effective Patrol Techniques |
| 3. How to Represent Your Client | 10. Handling Bomb Threats |
| 4. Telephone Etiquette | 11. Identifying Safety Hazards |
| 5. Proper Uniform Usage/Maintenance | 12. Arrest Powers |
| 6. Communication Skills | 13. Identifying Fire Hazards |
| 7. Equipment Handling | 14. Elements of Report Writing |
| | 15. Vehicle Accident Avoidance |



II. **On the Job Training:** The second training section consists of an On-the-job-training period which varies in length depending on the facility, of supervised on-post training. It starts with a stated set of performance expectations for each assigned post. These expectations are outlined in detail and contained in the procedure manual (Post Orders) and are physically located at each post and included in the Liberty Security Group Web Based Shift Management System.

Liberty Security Group has developed several courses and training programs. We will customize them to meet your needs.

Another important capability of Liberty Security Group is our ability to design a particular course for a specific client. Liberty Security Group develops, in conjunction with the individual client, site-specific courses which include material unique to a unit or function. By involving the client in the design process, Liberty Security Group ensures the appropriate material is covered in training and the desired level of proficiency is achieved.

Certificate of Achievement: Liberty Security Group recognizes the successful completion of the training course by awarding those students with a Certificate of Achievement. This program is outlined elsewhere in this proposal; however, it should be noted here that along with the certificate, points are awarded for various achievements, leading towards several bonuses.



Contract Management: Not only the right people but keying on reliability and client satisfaction.

The transition process to a new security provider can often be more difficult than making the decision to change your security supplier. Liberty Security Group recognizes the importance of a smooth transition and has developed a program that addresses your concerns in this regard. The potential problems associated with such a transition can be avoided by preparing a well-organized Transition Plan.

A detailed transition plan will address each issue that will have a direct effect on the stability of your security operations. The plan will demonstrate and describe each step involved in the transition, including recruitment, training and procedure development.

Most importantly, the plan will provide these additional benefits:

- **The transition will not interfere with your daily routine.**
- You can receive updates as to the progress of the transition, if needed.
- The transition will be smooth, uneventful and professional.

Below are key areas of the Liberty Security Group Transition Plan that is triggered post signing of contract.

- **Assemble Transition Team / Facilities Tour:** The transition team will include individuals responsible for day-to-day operations of the account as well as Liberty Security Group personnel who have experience in providing and coordinating security service transitions. The assembled team visits the client facilities to ensure needs.
- **Integration with Existing Vendors:** When necessary, Liberty Security Group will ensure seamless integration with existing security vendors as relates to protocols/expectations (CCTV, Access Control etc.).
- **Develop and Review Post Orders:** A high priority is placed on an in-depth review of the current post orders and security operations prior to the start of the contract. This procedure is vital to the long-term effectiveness of our services at your facility.
- **Equipment/Supplies are Compiled and Ordered:** The equipment and supplies needed for the start-up of service at the account will be established. All materials needed will be compiled and set aside or requisitioned.
- **Account Supervisor is selected:** The Account Supervisor will be selected in accordance with the criteria established by the contract. Once selected, the Account Supervisor will become part of the transition team to ensure a thorough knowledge of the account's requirements and expectations.
- **Processing New/Incumbent Personnel:** Each selected security officer will be required to provide, and complete documentation mandated by state, federal and local government agencies, as well as any client specific and Liberty Security Group documents.

- **Training for Selected Security Officers:** Liberty Security Group will conduct the training specified by the contract. Online e-Learning, Lectures, video, and examinations are used as training aids. Specific site procedures will be introduced when appropriate. Client specific review/screening takes place at this time.
- **Review Final Draft of Post Orders:** The final draft of the post orders for each post will be presented to the client for review and approval. Once approved, a copy of the security procedures manual will be prepared for placement at each post upon start-up of services and in the LSG web system.
- **On-Site Training for Security Officers:** New security officers assigned to the account will be trained by the Account Supervisor and Operations Manager. This training will familiarize new personnel with the facility and provide hands-on experience of all aspects of the security program.
 - **Notify Dispatch and Road Supervisors of New Account:** The dispatch operation will be provided all pertinent information relating to the site, including municipal emergency service information and client information. Road Supervisors will incorporate the facility into their inspection program.
 - **Submit Security Officer Work Schedule to Client:** The client will receive the security officer work schedule five days before the start-up of operations. In addition, as Liberty Security Group utilizes a web-based scheduling and staffing program our clients have constant view of the previous and upcoming schedule 24/7.
 - **Final Pre-Start Meeting:** Liberty Security Group will meet with the designated representative to finalize any last-minute details necessary to ensure a smooth transition.
 - **Start Service:** The transition team will be on-site at the time of the start-up to supervise the transition of security services to Liberty Security Group.



Basecamp[®]

Use of the **Liberty Project Management Tool** (web-based) is used throughout the process to ensure tasks are completed in a timely fashion and provides City of Ann Arbor with 24/7 access.



Technology: Cutting Edge, Web-Based Mobile-Ready Solutions.

Security has changed drastically over the past 10 years with the emergence of technology and what seems to be a growing amount of threats. Moving officer operations online not only increases productivity, it reduces risks, improves quality and delivers real-time information.

With our technology clients can track security tours in real-time. We have modernized guard touring operations with intelligent software that captures detailed and accurate information. We have replace antiquated wands with powerful ruggedized mobile devices with web based, mobile software.

The ability to receive notification alerts if a guard tour is not carried out properly, or if an incident occurs during a tour is timely intelligence. Information captured on a guard tour is instantly updated in the dashboard for administrators to see. Administrators can later review guard tours to make sure they are executed correctly and expediently. As a client of Liberty, you will be given access to real-time guard tour updates for added peace of mind.



Liberty Security Group offers the most advanced software suite for security officer tracking, monitoring and managing with unique real-time customizations that address the dynamic challenges of the security community. With years of experience in the security industry, Liberty Security Group is always evolving, always leading, delivering feature-rich, integrated solutions that meet strategic security objectives for our clients.

- Reports
- GPS Tracking
- Alerts
- Guard Tours



Why Liberty?

Why Choose Liberty Security Group Inc.

LSG provides our clients "*The Liberty Advantage*". These are just a few additional reasons we believe our group can exceed your expectations and provide you unsurpassed value and performance:



➤ Experience: Former first responders, life-long security professionals with military experience	➤ After hours' supervision & site inspections tracked electronically
➤ Account Management Specialization and Training	➤ Direct Ownership Involvement
➤ Greater Return on Security Investment – a trusted partner and advisor	➤ Accountability and transparency of service delivery
➤ Always put the client needs first	➤ Ability to rapidly respond and increase coverage when needed
➤ Always deliver on commitments	➤ Traditional + Web-Based Online E-Learning – LSG Officer Training Portal
➤ Living Wages provided to officers with room for growth	➤ Value Added Services: Surveillance & Access Control Systems, Remote Guarding Services, Security Assessments etc.
➤ Standardized Post/Position Specific Training	➤ Safety Act Certified (www.safetyact.gov)

At Liberty we are more than a company with a team – we are a family.

D. Fee Proposal

Please see separately sealed envelope marked **FEE Proposal**

E. Authorized Negotiator

Thomas A. Muntz
Business Development Manager
Liberty Security Group, Inc.
1400 Biddle Avenue, Wyandotte, MI 48192
Phone: 855-457-4732 ext. 703
Mobile: 734-341-5546
tmuntz@libertysecurity.us

F. Attachments

ATTACHMENT A
LEGAL STATUS OF OFFEROR

(The Respondent shall fill out the provision and strike out the remaining ones.)

The Respondent is:

- A corporation organized and doing business under the laws of the state of MICHIGAN, for whom THOMAS MUNTZ bearing the office title of BUSINESS DEVELOPMENT MGR whose signature is affixed to this proposal, is authorized to execute contracts on behalf of respondent.*

*If not incorporated in Michigan, please attach the corporation's Certificate of Authority

~~• A limited liability company doing business under the laws of the State of _____ whom _____ bearing the title of _____ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.~~

~~• A partnership organized under the laws of the State of _____ and filed with the County of _____, whose members are (attach list including street and mailing address for each.)~~

- An individual, whose signature with address, is affixed to this RFP.

Respondent has examined the basic requirements of this RFP and its scope of services, including all Addendum (if applicable) and hereby agrees to offer the services as specified in the RFP.

Thomas A Muntz Signature Date: 1/10/14

(Print) Name THOMAS A. MUNTZ Title BUSINESS DEVELOPMENT MGR

Firm: LIBERTY SECURITY GROUP, INC.

Address: 1400 BIDDLE AVENUE WYANDOTTE MI 48192

Contact Phone 855-457-4732 Fax 855-759-9764

Email TMUNTZ@LIBERTYSECURITY.US

**ATTACHMENT B
CITY OF ANN ARBOR DECLARATION OF COMPLIANCE**

Non-Discrimination Ordinance

The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

LIBERTY SECURITY GROUP, INC.

Company Name

Thomas A Muntz 1/10/19

Signature of Authorized Representative

Date

THOMAS A. MUNTZ

Print Name and Title

1400 BIDDLE AVE. WYANDOTTE, MI 48192

Address, City, State, Zip

855-759-9764 T.MUNTZ@LIBERTYSECURITY.US

Phone/Email address

Questions about the Notice or the City Administrative Policy, Please contact:

Procurement Office of the City of Ann Arbor
(734) 794-6500

Revised 3/31/15 Rev. 0

NDO-2

**ATTACHMENT C
CITY OF ANN ARBOR
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE**

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here No. of employees _____

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$13.22/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$14.75/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

Check the applicable box below which applies to your workforce

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

LIBERTY SECURITY GROUP INC. 1400 BIDDIE
Company Name Street Address

THOMAS A. MUNTZ _____
Signature of Authorized Representative Date
WYANETTE, MI 48112
City, State, Zip

BUSINESS DEVELOPMENT MGR _____
Print Name and Title
734-341-5546 T.MUNTZ@LIBERTYSECURITY.COM
Phone/Email address

City of Ann Arbor Procurement Office, 734/794-6500, procurement@a2gov.org



ATTACHMENT D

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee
	<input type="checkbox"/> Interest in vendor's company
	<input type="checkbox"/> Other (please describe in box below)

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

<p>I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:</p>		
<p><i>LIBERTY SECURITY GROUP INC.</i></p>		<p><i>855-457-4732</i></p>
<p>Vendor Name</p>		<p>Vendor Phone Number</p>
<p><i>Thomas A. Muntz</i></p>	<p><i>1/10/18</i></p>	<p><i>THOMAS A MUNTZ</i></p>
<p>Signature of Vendor Authorized Representative</p>	<p>Date</p>	<p>Printed Name of Vendor Authorized Representative</p>

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500, procurement@a2gov.org



LIBER-8

OP ID: AP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/27/2018

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

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

PRODUCER CIA Financial Group 45600 Village Blvd. Shelby Twp, MI 48315 Samuel Crudo	CONTACT: Samuel Crudo PHONE (AC, No. Ext): 888-226-7730 FAX (AC, No.): 586-532-8300 EMAIL: certificates@ciafg.com ADDRESS:
INSURED: Liberty Security Group, Inc. 1400 Biddle Ave Wyandotte, MI 48192	INSURERS AFFORDING COVERAGE: Secura Insurance Company NAIC #: 22543 INSURER 1: INSURER 2: INSURER 3: INSURER 4: INSURER 5:

COVERAGES: CERTIFICATE NUMBER: 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.

FORM	TYPE OF INSURANCE	AGREEMENT	SUBROGATION	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof Liab E&O <input type="checkbox"/> AGGREGATE LIMIT APPLIED PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			CP3268625	05/01/2018	05/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED / INF (Per one person) \$ 10,000 PERSONAL & ADJ INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - CONVEYOR AGG \$ 2,000,000 EMP BEN. \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			A3268626	05/01/2018	05/01/2019	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000			29010032686277	05/01/2018	05/01/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROVISIONS FOR PART-TIME/EXECUTIVE OFFICERS/SALES EXCLUDED? <input type="checkbox"/> Mandatory in MI <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below			WC3268626	05/01/2018	05/01/2019	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> DTH-EX B.L. EACH ACCIDENT \$ 1,000,000 B.L. DISEASE - SA EMPLOYEE \$ 1,000,000 B.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER Liberty Security Group, Inc. 1400 Biddle Ave Wyandotte, MI 48192	CANCELLATION 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
---	--

FEE PROPOSAL

**City of Ann Arbor RFP No. 19-01
Security/Reception Services**

Location:

**Guy C. Larcom City Hall
301 E Huron St, Ann Arbor, MI 48104**



Approximate Weekly Hours:	50
Officer Wages:	\$14.75
Effective Hourly Bill Rate:	\$21.39
Holiday/Overtime Hourly Rate:	\$32.09
Holidays:	New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day
Equipment:	Mobile Incident Reporting/Tracking System \$39.00 Per Week
	Includes rugged cell device + dedicated 4G cellular package. Full web/mobile/PC ready reports triggered to client/operations on custom schedule. GPS/NFC/QR Tracking Tours

Included in our Billing Rates are the following:

- Officer Reporting, Tracking, GPS NFC tour Technology (Included – see attached overview)
- \$1M general liability /\$2M Aggregate/\$1M Umbrella/\$1M Auto/\$1M E&O /\$1M Workers Compensation (request certificate).
- Online E-Learning Academy includes: security courses, customized client (site specific) training
- Web-based post orders, including client emergency response procedures.
- LSG performance recognition program.
- Recruitment, background screening and hiring costs.
- Seasonal uniforms including replacements as needed.

EXHIBIT B COMPENSATION

General

Contractor shall be paid monthly for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:

Officer Wages – equal to the City's Living Wage rate (with no employer provided health care benefits) and subject to modification as the City adjusts the rate annually. The rate at the start of this contract is \$15.18 per hour (straight time) and \$22.77 per hour (holiday/overtime). Officer wages are paid directly by the Contractor.

Billable Rate – equal to a Multiplier of 1.45 times the Officer wages. The Multiplier is the same for straight time and holiday/overtime. The Multiplier does not change for the life of this contract, including any contract extension periods. The Billable rate is paid by the City.

Professional Consulting Fee – Standard professional security consulting services are included in the Billable rate Multiplier. Special security consulting projects would be scoped and compensated in an amount agreed upon in advance by both parties.

Equipment Fee (optional) – The City may request use of the Contractor's Mobile Incident Reporting/Tracking System equipment/software at a rate of \$39.00 per week. The Equipment fee does not change for the life of this contract, including and contract extension periods.

Recognized Holidays (Contractor) – New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

**EXHIBIT C
INSURANCE REQUIREMENTS**

From the earlier of the Effective Date or the Commencement Date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

A. The Contractor shall have insurance that meets the following minimum requirements:

1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.
2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit
3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000 Per Project General Aggregate
\$1,000,000 Personal and Advertising Injury
4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under A.3 and A.4 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions, which may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days, a copy of the policy(ies) and all required endorsements to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.