Contract Documents

For

CCTV and Security Lighting at Mole Pier
(Navy In-Kind Project)

CONSISTING OF:

PROPOSAL REQUIREMENTS
CONTRACT FORMS
PROJECT DESCRIPTION

RFP PROJECT #006-12

PREPARED BY:

The City of Key West
Key West, Florida

2 April 2012

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PROPOSAL REQUIREMENTS

INFORMATION TO PROPOSERS

SUBJECT:	REQUEST FOR PROPOSAL NO: RFP#: 006-12 CCTV and Security Lighting at Mole Pier (Navy In-Kind Project)
ISSUE DATE:	May 17, 2012
PRE-PROPOSAL CONFERENCE:	N/A
MAIL PROPOSALS TO:	CITY CLERK CITY OF KEY WEST 3140 FLAGLER STREET KEY WEST, FL 33040
DELIVER PROPOSALS TO:	SAME AS ABOVE
PROPOSALS MUST BE RECEIVED:	June 7, 2012
NOT LATER THAN:	3 P.M.

SUE SNIDER
PURCHASING AGENT
CITY OF KEY WEST

ses

Enclosures

REQUEST FOR PROPOSAL

Sealed Proposals addressed to the City of Key West, for CCTV and Security Lighting at Mole Pier (Navy In-Kind Project) will be received at the office of the City Clerk, City of Key West, Florida, until 3 p.m., local time, on the 7th day of June, 2012, and then will be publicly opened and read. Any proposals received after the time and date specified will not be considered.

- The project consists of the installation of a security camera and lighting system at the Mole Pier.
- Contractor will be required to enroll in the U.S. Navy's Rapid Gate Pass System to obtain access to the project site.

Proposal documents may be obtained from DemandStar by Onvia. Please contact DemandStar at www.demandstar.com or call 1-800-711-1712.

One (1) original, one (1) copy, and 2 CDs or flash drives copies in PDF format of the Proposal are to be submitted in two sealed envelopes, one within the other, clearly marked on the outside "RFP #0006-12: CCTV and Security Lighting at Mole Pier" (Navy In-Kind Project), and addressed:

CITY CLERK
CITY OF KEY WEST, FLORIDA
CITY HALL
3140 Flagler
KEY WEST, FLORIDA 33040

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

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

A. A City of Key West Business Tax Receipt as defined in the Code of Ordinances, Chapter 66, Category 12c (General Services). Fee not to exceed $98.70

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

the State of Florida. Further, the said Surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

Before a Contract will be awarded for the work contemplated herein, the Owner will conduct such investigation as is necessary to determine the performance record and ability of each qualified Proposer to perform the size and type of work specified under this Contract. Upon request, Proposers shall submit such information as deemed necessary by the Owner to evaluate the Proposer's qualifications.

For information concerning the proposed work, contact Terrence Justice, Engineering, telephone (305)-809-3943 or email at tjustice@keywestcity.com.

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

INSTRUCTIONS TO PROPOSERS

1. TYPE OF PROPOSAL

A. LUMP SUM

The Proposal for the work is to be submitted on a LUMP SUM basis. LUMP SUM prices shall be broken down on a unit price basis for each part of the project in the Proposal and a Schedule of Values shall be included with the proposal. The total amount to be paid the Contractor shall be the amount of the Lump Sum Proposal as adjusted for additions or deletions in number of units and/or resulting from Owner authorized changes in the project. The owner reserves the right to enter into a contract for all or portions of the project and to adjust the final Lump Sum accordingly.

2. PREPARATION OF PROPOSALS

A. GENERAL

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

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

Proposers shall not submit unbalanced proposals as requested in the breakdown of proposals.

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

B. SIGNATURE

The Proposer shall sign his/her proposal in the blank space provided therefore. If Proposer is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign

Contracts on behalf of the corporation. If the Proposer is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts on behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power of attorney must be on file with the Owner prior to opening of Proposals or submitted with the Proposal, otherwise the Proposal will be regarded as not properly authorized.

C. SPECIAL PROPOSAL REQUIREMENTS

The Proposer's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in Article 39, CODES, ORDINANCES, PERMITS, and LICENSES, as set forth in the Supplementary Conditions.

D. ATTACHMENTS

Proposer shall complete and submit the following forms with his Proposal or as otherwise identified in the proposal document:

- See Response Content under: "Scope of Services",
- Sworn statement under section 287.133(3)(a) Florida Statutes, on public entity crimes,
- Anti-Kickback Affidavit
- City of Key West Indemnification Form
- **New item**: All Proposers shall include with their proposal package their complete proposal on a CD or flash drive in PDF format (2 CDs or flash drives are required with the proposal)

3. STATE AND LOCAL SALES AND USE TAX

Unless the Supplementary Conditions contains a statement that the Owner is exempt from State sales tax on materials incorporated into the work due to the qualification of the work under this Contract, the Contractor, as required by the laws and statutes of the state and its political subdivisions, shall pay all state and local sales and use taxes. Prices quoted in the Proposal shall include all nonexempt sales and use taxes, unless provision is made in the Proposal form to separately itemize the tax.

4. SUBMISSION OF PROPOSALS

All Proposals must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Request for Proposals. Proposals must be made on the Proposal forms provided herewith and submitted intact with the volume containing the Proposal requirements, Contract forms, and Conditions of the Contract.

Each Proposal must be submitted in two (2) sealed envelopes, one within the other, so marked as to indicate the Proposer's name and its contents without being opened, and addressed in conformance with the instructions in the Request for Proposals. One original and twelve copies are required.

5. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS

Prior to the time and date designated for receipt of Proposals, any Proposal submitted may be modified or withdrawn by notice to the party receiving Proposals at the place designated for the receipt of Proposals. Such notice shall be in writing over the signature of the Proposer or by telephone/fax. If by telephone/fax, original written confirmation over the signature of the Proposer shall be mailed and postmarked on or before the date and time set for receipt of Proposals, and it shall be so worded as not to reveal the amount of the original Proposal. No Proposal may be withdrawn after the time scheduled for the opening of Proposals, unless the time specified in paragraph 6, AWARD OF CONTRACT, in the Request for Proposals shall have elapsed.

6. AWARD OF CONTRACT

Within sixty (60) calendar days after the opening of the Proposals, the Owner will accept one of the Proposals and will act in accordance with the following paragraphs:

The acceptance of the Proposal will be by written notice of award (Notice of Award), mailed to the office designated in the Proposal, or delivered to the Proposer's representative. In the event of failure of the Proposer to sign the Contract and provide acceptable insurance certificate(s), the Owner may award the Contract to the next responsible offeror whose proposal is determined in writing to be the most advantageous to the city. Such award, if made, will be made within sixty (60) days after the opening of the Proposals.

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

7. BASIS OF AWARD

All complete and responsive submittals will be evaluated by a City Manager appointed selection team at a publicly noticed meeting. The City of Key West reserves the right to ask questions, seek clarification of any or all Proposers as part of its evaluation. Evaluation and ranking will be accomplished using the Consultant Ranking Form. Only

the three (3) highest rated Responses as determined by the City Manager appointed selection team will go forward to the City Commission in ranked order. Each short-listed respondent will be required to make an approximately fifteen minute presentation to the City Commission; the exact length of the presentation is up the discretion of the Commission and will be determined by them in advance of the scheduled hearing. Final award will be made by the City Commission, based solely on that response which, in their opinion, is in the best interest of the City of Key West, all factors considered, irrespective of the City Manager appointed selection team ranking.

8. EXECUTION OF CONTRACT

The successful Proposer shall, within ten (10) calendar days after receiving Notice of Award, sign and deliver to the Owner a Contract in the form hereto attached together with the acceptable insurance certificates as required in these Documents. Within ten (10) calendar days after receiving the signed Contract, with acceptable insurance from the successful Proposer, the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

9. PERFORMANCE OF WORK BY CONTRACTOR

The Contractor shall perform on site and with his/her own organization, labor equivalent to at least forty (40) percent of the total amount of the work to be performed under this Contract. If, during the progress of the work hereunder, the Contractor requests a reduction of such percentage, and the Engineer determines that it would be to the client's advantage, the percentage of labor to be performed by the Contractor's own organization may be reduced; provided prior written approval of such reduction is obtained by the Contractor from the Engineer.

10. TIME OF COMPLETION

<u>The Proposer further agrees to begin design work the date of the Notice to Proceed and submit to the Owner a fully documented design package within thirty (30) days. The Contractor shall begin construction within twenty (20) days of the acceptance of the design and shall complete the on-site installation work within 180 days of the Notice to Proceed.</u>

11. EQUAL BENEFITS FOR DOMESTIC PARTNERS

The contractor shall be in compliance with City of Key West Ordinance Sec. 2-799 Requirements for city contractors to provide equal benefits for domestic partners.

12. INSURANCE PROVISIONS FOR MINOR CONTRACTS:

INSURANCE AND INDEMNIFICATION

The Consultant shall keep in full force and effect at all times during the effective period of this contract, and at its own cost and expense the following insurance in insurance companies authorized in the State of Florida, with an A.M. Best rating of A-:VI or higher and shall provide evidence of such insurance to the City. The policies or certificates shall provide thirty (30) days prior to cancellation notices of same shall be given to the City by U.S. Mail for all of the required insurance policies stated below. All notices shall name the Consultant and identify the contract number. The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees are to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the Consultant. Waiver of Subrogation in favor of the City of Key West City Government is required on all policies except Workers' Compensation.

Consultant shall maintain limits no less than those stated below:

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

2. **Commercial General Liability** The Consultant's Commercial General Liability (CGL) shall be in an amount acceptable to the City of Key West but not less than Five Hundred Thousand ($500,000) Dollars Combined Single Limit per occurrence and One Million ($1,000,000) Dollars annual aggregate. The coverage must include:
   - Commercial Form
   - Premises/Operations
   - Products/Completed Operations
   - Independent Consultants (if any part of the Work is to be subcontracted)
   - Broad Form Property Damage
   - Personal Injury

3. **Automobile Liability** Insurance with a minimum limit of liability per occurrence of One Million ($1,000,000) Dollars for bodily injury and property damage. This insurance shall include for bodily injury and property damage the following coverage:
   - Owned automobiles
   - Hired automobiles
   - Non-owned automobiles

4. **Certificates of Insurance**

   Certificates of Insurance shall be filed and maintained throughout the life of this Contract with the City Clerk evidencing the minimum limits of insurance cited above. All policies shall provide they may not be terminated or modified without insurer providing the City of Key West at least thirty (30) days advance notice. Additionally, the Consultant shall immediately notify the City of any cancellation of such insurance.

The following **Indemnification Agreement** shall be made a provision of the contract:

Contractor agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees, including volunteers, from and against any and all claims, debts, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The City of Key West does not waive any of its sovereign immunity rights, including but not limited to, those expressed in Section 768.28, Florida Statutes.

These indemnifications shall survive the term of this agreement. In the event that any action or
proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the Contractor's limit of or lack of sufficient insurance protection.

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

PROPOSAL

To: The City of Key West

Address: 3140 Flagler Street, Key West, Florida 33040

Project Title: CCTV AND LIGHTING AT MOLE PIER

RFP No.: 0006-12

PROPOSER'S INFORMATION

Name: _____

Address: _____

_____

_____

Contact Name: _____

Email: _____

Telephone: _____

Fax: _____

PROPOSER'S DECLARATION AND UNDERSTANDING

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

The Proposer further declares that he/she has carefully examined the Contract Documents for the construction of the project, that he/she has personally inspected the site, that he/she has satisfied himself/herself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

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

CERTIFICATES OF INSURANCE

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

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Proposer further agrees to begin work the date of the Notice to Proceed and complete the work within one hundred eighty (180) days.

LIQUIDATED DAMAGES

In the event the Proposer is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of $250 per day for all work awarded under this contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

ADDENDA

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

SALES AND USE TAXES

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

PUBLIC ENTITY CRIMES

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

LUMP SUM BASE PROPOSAL

The Proposer agrees to accept as full payment for performance of the work as herein specified and shown on the Drawings (if any), the lump sum as specified on the proposal form. The Proposer agrees that the lump sum price represents a true measure of the design, labor, materials, and equipment required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern. The proposal will be awarded on total proposal amount. Final lump sum payments will be adjusted based on actual units and unit prices.

SCOPE OF SERVICES

Design, installation and startup of a CCTV and Security Lighting System for the Mole Pier. System shall be fully functional. See attached project description.

Response Evaluation:

Responses should provide a straightforward and concise presentation adequate to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of contents. The consultant's past performance on similar projects, approach and understanding of the project, and experience of key personnel, as these issue relate to the consultant or consultant team's aptitude in providing a CCTV and Security Lighting System will be the principal basis for evaluation.

Response Selection:

All complete and responsive submittals will be evaluated by City Staff at a publicly noticed meeting. The City of Key West reserves the right to ask questions, seek clarification of any or all Proposers as part of its evaluation. Evaluation and ranking will be accomplished using the Consultant Ranking Form. Only the three (3) highest rated Responses as determined by the evaluation team will go forward to the City Commission in ranked order. Final award will be made by the City Commission, based solely on that response which, in their opinion, is in the best interest of the City of Key West, all factors considered, irrespective of the evaluation team ranking.

Response Content:

The City requires the Proposer to submit a concise response clearly addressing all of the requirements outlined in this RFP. Responses must include, at a minimum, the following sections in the order indicated.

1. *Cover Letter* – No more than two pages
2. *Information Page* – Include project name, name of firm (prime) submitting the response, contact information for the person who will act as project manager and contact information for the person who has authority to make representations for the firm, including name, title, address, telephone and fax numbers and email addresses.
3. *Organization Chart* – Show prime consultant, sub-consultants, key personnel, areas of responsibility and location of personnel.
4. *Company Information* – Background information about the company and each subcontractor and the services each provides.
5. *Methodology and Approach* – Descriptions which enable the City to assess the proposer's capability to undertake this project in a structured and efficient manner. Package shall include a complete list of proposed equipment manufacturers and descriptive means and methods for proposed construction.
6. *Personnel* – Resumes of the principals(s) assigned to the design and staff personnel, and/or sub-consultants available to support the project.
7. *Qualifications* – Description of relevant experience for the prime contractor and each subcontractor connected with providing the design for the project or similar work. Experience of team members working successfully together on other similar projects.
8. *Representative Design Projects and Client References* – Submit descriptions of similar assignments which were conducted by the consultant, including other agency/client's contact name and telephone number.
9. *References* - The Consultant shall provide three references of Design/Installation work or similar work which have been completed within the last five (5) years.
10. *Proposal Cost Breakdown*: Cost breakdown shall show major components of the project as indicated on the attached form.
11. *Proposed Equipment*: Catalog Cuts of proposed equipment to be used on this project. Product information shall include suitability for Marine/Coastal Environments

<u>Proposal Form</u>

CCTV AND SECURITY LIGHTING SYSTEM
RFP: 006-12

Deliverable:	Value ($):
1. Development of Plans, Specifications and catalog cuts for approval	_____
2. Radio frequency site survey for approval	_____
3. Pole Mounted PV light, 360 deg camera and battery (5 each)	_____
4. Pole Mounted PV Light, 180 deg camera and battery (1 each)	_____
5. Protective bollards, 2 per pole and battery housing (12 each)	_____
6. Setup and Training	_____
7. Monitor/computer and wireless receiver (system shall be expandable to handle up to 5 additional cameras)	_____
8. Professional Archaeologist on site during ground disturbing activities	_____
9. *RAPID*Gate security pass costs	_____
Total Cost:	_____

CITY OF KEY WEST

EVALUATION CRITERIA/ RANKING FORM

Project Name: CCTV and Security Lighting System

Project Number: RFP 006-12

Firm _____

Date _____

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED
Experience	20	
Cost	40	
Methodology and Approach	30	
Sub-Total Points	**90**	

Past Work Performancce	10	

Total Points	**100**	

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

PROJECT NO. RPF 006-12: CCTV and Security Camera System

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

1. This sworn statement is submitted with Proposal, Proposal or Contract No.

   _____ for

   _____

2. This sworn statement is submitted by _____
   (Name of entity submitting sworn statement)

   whose business address is _____

   _____and (if applicable) its Federal Employer Identification Number (FEIN) is _____(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.)

3. My name is_____and my relationship to
   (Please print name of individual signing)

   the entity named above is_____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

   1. A predecessor or successor of a person convicted of a public entity crime: or

   2. An entity under the control of any natural person who is active in the management of t entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been

convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

___Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with no convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

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

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

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

_____
(Signature)

_____
(Date)

STATE OF_____

COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

space provided above on this_____ day of _____, 2012.

My commission expires: _____
NOTARY PUBLIC

ANTI-KICKBACK AFFIDAVIT

PROJECT NO. 006-12 CCTV and Security Camera System

STATE OF FLORIDA)
: SS
COUNTY OF MONROE)

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

By: _____

Sworn and subscribed before me this

_____ day of _____, 2012.

_____
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

City of Key West Ordinance

Sec. 2-799. - Requirements for city contractors to provide equal benefits for domestic partners.

(a)

Definitions. For purposes of this section only, the following definitions shall apply:

(1)

Benefits means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.

(2)

Bid shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.

(3)

Cash equivalent means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

The cash equivalent of the following benefits apply:

a.

For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.

b.

For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.

c.

For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.

(4)

Contract means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor, professional services, consulting services, supplies, equipment, materials, construction, construction-related services or any combination of the foregoing.

(5)

Contractor means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five or more full-time employees.

(6)

Covered contract means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over $20,000.00.

(7)

Domestic partner shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to chapter 38, article V, of the Key West Code of Ordinances.

(8)

Equal benefits means the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.

(b)

Equal benefits requirements.

(1)

Except where otherwise exempt or prohibited by law, a contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.

(2)

All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.

(3)

The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.

(4)

Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.

(5)

The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for the purpose of evading the requirements of this section.

(6)

The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include, but not be limited to, providing the city manager or his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.

(7)

The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.

(c)

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

(1)

During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.

(2)

The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.

(3)

If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.

(4)

If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.

(d)

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

(1)

The failure to comply may be deemed to be a material breach of the covered contract; or

(2)

The city may terminate the covered contract; or

(3)

Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or

(4)

The city may also pursue any and all other remedies at law or in equity for any breach.

(5)

Failure to comply with this section may also subject the contractor to the procedures set forth in division 5 [sic] of this article, entitled "Debarment of contractors from city work."

(e)

Exceptions and waivers. The provisions of this section shall not apply where:

(1)

The contractor does not provide benefits to employees' spouses.

(2)

The contractor is a religious organization, association, society or any nonprofit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.

(3)

The contractor is a governmental entity.

(4)

The sale or lease of city property.

(5)

The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, the acquisition services procured pursuant to F.S. § 287.055 known as the "Consultants' Competitive Negotiation Act").

(6)

Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:

a.

The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefit or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.

(7)

The city commission waives compliance of this section in the best interest of the city, including, but not limited to, the following circumstances:

a.

The covered contract is necessary to respond to an emergency.

b.

Where only one bid response is received.

c.

Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.

(f)

City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a nonresponsibility finding, issue a nonresponsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.

(g)

Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.

(Ord. No. 12-05, § 1, 2-22-2012)

*RAPID*Gate Company Enrollment Form

Thank you for enrolling in the *RAPID*Gate® Program. Please follow these instructions:

1. Complete the Enrollment Information (Part A).
2. Carefully read and sign the *RAPID*Gate User Agreement: Companies (Part B).
3. Fax the entire form to 503-924-5320, attention *RAPID*Gate Customer Service.
4. If you have any questions, please call 1-877-*RAPID*Gate (1-877-727-4342).

Part A: Enrollment Information

The following information is required and must be completed by an authorized representative of your company.

At which installation is your company enrolling? NAVAL AIR STATION, KEY WEST, FL
Does your company require 24x7 access to the installation? ☐ **Yes** ☐ **No**
Are you enrolled in the *RAPID*Gate Program at another installation? ☐ **Yes** ☐ **No**
If yes, list the installation(s) at which you are enrolled:

Your Company Information

Company Name:		
Website Address:		
Phone:	**Fax**:	
Billing Address:		
City:	**State**:	**Zip Code**:
Country:		

Tenant Sponsor Information (This is a government agent at the installation that can verify your company's legitimate business).

Sponsor Organization (i.e. Commissary, Security Office, Hospital, AAFES): NAVFAC SE Public Works Department, NAS Key West, FL
Sponsor's Name: Joseph Rush
Sponsor's Title: Administrative Officer/HR Assistant
Sponsor's Email: joseph.m.rush@navy.mil
Sponsor's Phone: 305.293.2478
Contract No.: **Expiration Date**: 5 YEAR

Billing Information

Company Enrollment Fee*: $199 **Employee Registration Fee*:** $159
*The fees to enroll in Multi-Facility is at a discounted rate. Contact *RAPID*Gate Customer Service at 1-877-727-4342 to find out about the rates. Eid Passport, Inc. reserves the right to change the *RAPID*Gate Program fees at its sole discretion.
Payment Method (Please Select): Visa☐ MasterCard ☐ Discover ☐ AMEX ☐ Check* ☐ Electronic Check* (Fill out bottom of page 3.) ☐
If Credit Card: Cardholder's Name:
Credit Card Number:
Security Code (3 or 4 digits):
Credit Card Expiration: **Month**: **Year**:
Credit Card Holder's Billing Address:
City: **State**: **Zip Code**:
Expected Number of Employee Registrations:
Please list the names of authorized participating employees names here only if you want the registration fees billed to the form of payment selected above. Do not list the employees' personal information. Attach an additional page for more than 10 authorized employees.
1. SEE ATTACHED LIST
2.
3.
4.
5.
6.
7.
8.
9.
10.
Please initial the appropriate box: ☐ I authorize payment to enroll my company and to register the number of employees with the form of payment cited above. ☐ I authorize payment to enroll my company with the form of payment listed above.
* Checks should be made payable to **Eid Passport, Inc**. Please mail to: Eid Passport, Inc. 10450 SW Nimbus Avenue, Bldg R-A Portland, OR 97223 Attention: Accounts Receivable

Representative from Your Company in Charge of *RAPID*Gate Administration (“*RAPID*Gate Company Administrator”)

Name:	**Email**:
Title:	
Phone:	**Fax**:

Individual Enrolling Company

Check here ☐ if this individual can be a second point of contact for the *RAPID*Gate Program. (This person will have the same authorities as the person listed above).

Name:	**Email**:
Title:	
Phone:	**Fax**:

Electronic Check Authorization (Only applicable if you are paying by electronic check).

Name as appears on Check**:**
Account Number**:**
Routing Number**:**
Check Number**:**
Authorized Debit Amount:
Signature_____ Date_____ I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I agree to notify merchant in writing of any changes in my account information or termination of this authorization 15 days prior to the due date of the charges. I understand that cancellations must be made in writing and I will not dispute merchant debiting my checking/savings account, so long as the amount corresponds to the terms indicated in this contract.

Eid Passport and *RAPID*Gate are trademarks of Eid Passport, Inc.

B. *RAPID*Gate USER AGREEMENT: COMPANIES

Terms and Conditions of Your Company's Enrollment, and Renewal of Enrollment, in Eid Passport, Inc.'s *RAPID*Gate® Program.

Please carefully read the following terms and conditions of this *RAPID*Gate User Agreement ("Agreement"). It is a legally binding contract and affects your company's legal rights.

By signing this Agreement below, and in consideration of the mutual covenants, terms and conditions described in this Agreement, you (1) certify that you have the authority to bind your company to the terms and conditions of this Agreement; (2) accept, on behalf of your company, the terms and conditions of this Agreement; and (3) agree, on behalf of your company, to be bound by the terms and conditions of this Agreement.

Eid Passport, Inc. ("Eid Passport") enters into this Agreement with your company on behalf of itself and on behalf of its related companies, subsidiaries, affiliates and successors.

1. Definitions

For purposes of this Agreement, the following definitions apply:

"Applicant" is an individual who has registered to become an authorized *RAPID*Gate badgeholder.

"Authorized *RAPID*Gate badgeholder" is an individual who has passed a *RAPID*Gate background screening, meets all other *RAPID*Gate program eligibility requirements, and has been issued a *RAPID*Gate badge, thereby entitling the individual to the *RAPID*Gate program access privileges at participating facilities.

"Background screening" and "background screenings" refer to a process by which *RAPID*Gate applicants and authorized *RAPID*Gate badgeholders consent to ongoing review of certain information relating to their background, to determine whether they meet the *RAPID*Gate program's eligibility requirements.

"Company" refers to the company, department or entity that enrolls in the *RAPID*Gate program.

"Enroll" is the procedure by which a company seeks and obtains authorization for its employees to register for the *RAPID*Gate program.

"Fail" refers to a background screening result by which an individual is determined to NOT meet the *RAPID*Gate background screening criteria, and which disqualifies the individual from being an authorized *RAPID*Gate badgeholder.

"Participating facility" is any military or other governmental base, installation, department, organization, building, unit, site or other location that offers *RAPID*Gate access privileges to authorized *RAPID*Gate badgeholders.

"Pass" refers to a background screening result by which an individual is determined to meet the *RAPID*Gate background screening criteria, and which qualifies the individual to be an authorized *RAPID*Gate badgeholder if the individual meets all *RAPID*Gate program eligibility requirements.

"*RAPID*Gate badge" is a credential that is issued to authorized *RAPID*Gate badgeholders. Depending upon the participating facility, the *RAPID*Gate badge may be issued either by Eid Passport or by the United States government, and may contain Radio Frequency Identification ("RFID") or other identifying technology.

"*RAPID*Gate Company Administrator" is an employee of a company that is enrolled in the *RAPID*Gate program, whom the company assigns to be in charge of the company's internal *RAPID*Gate administration.

"Register" is the procedure by which an applicant initiates the process to become an authorized *RAPID*Gate badgeholder.

2. *RAPID*Gate Program Introduction

Welcome to Eid Passport's *RAPID*Gate program! The *RAPID*Gate program has been developed to enhance access security at participating United States military and other government facilities. It also is designed to improve on-site access for eligible companies and their employees who conduct official business on such facilities on a recurring basis.

The enrollment process is simple. First, your company must receive approval from a participating facility to enroll in the *RAPID*Gate program. Next, your company completes all required enrollment documentation and pays the *RAPID*Gate enrollment fee. Eid Passport then validates your company's eligibility to enroll in the *RAPID*Gate program. Upon enrollment, your company provides *RAPID*Gate Customer Service with a list of approved employees and pays for their

*RAPID*Gate registrations. Those employees may then register for the *RAPID*Gate program at the *RAPID*Gate Registration Station located at the participating facility(ies) for which your company is enrolled.

Eid Passport will carefully screen each individual who registers for the *RAPID*Gate program. As part of the registration process, each applicant must pass a confidential *RAPID*Gate background screening. Each applicant who passes the background screening and who meets all other *RAPID*Gate program eligibility requirements will be issued a *RAPID*Gate badge to wear for entrance onto participating facilities. The *RAPID*Gate badge is part of an integrated solution that lets the participating facility know that the individual is an authorized *RAPID*Gate badgeholder who meets the *RAPID*Gate program eligibility requirements for access to the facility. Depending upon the participating facility, the *RAPID*Gate badge may contain RFID or other identifying technology to record when the *RAPID*Gate badgeholder arrives at and departs a participating facility, and to track the *RAPID*Gate badgeholder's whereabouts while on-site at the participating facility.

Your company's *RAPID*Gate enrollment, and its authorized *RAPID*Gate badgeholders' access privileges, are valid for a set period of time as determined by the participating facility, provided that your company and its authorized *RAPID*Gate badgeholders continue to meet the *RAPID*Gate program eligibility requirements at all times. Eid Passport may conduct periodic background screenings of your company's authorized *RAPID*Gate badgeholders on a regular basis, to verify their continued eligibility. Renewals in the *RAPID*Gate program are subject to your company's, and its authorized *RAPID*Gate badgeholders', continued eligibility.

Some participating facilities maintain the *RAPID*Gate program as an optional service. Such facilities do not require companies or their employees to join the *RAPID*Gate program; employees who are not authorized *RAPID*Gate badgeholders continue to have access privileges to the participating facility pursuant to the facility's usual entry requirements and procedures. At other participating facilities, employees will not be allowed to enter the participating facility unless they are authorized *RAPID*Gate badgeholders. Please check with *RAPID*Gate Customer Service or the participating facility for details.

3. The *RAPID*Gate Program is NOT a Pre-Employment or Employee Screening Service

The *RAPID*Gate program is not a pre-employment or employee screening service. Eid Passport conducts background screenings of your company's employees solely for the purpose of determining their eligibility to be authorized *RAPID*Gate badgeholders. Your company may not use the *RAPID*Gate program, including the *RAPID*Gate background screenings, for pre-employment or employment-related purposes.

BY SIGNING THIS AGREEMENT BELOW, YOU AGREE, ON BEHALF OF YOUR COMPANY, THAT YOUR COMPANY WILL NOT USE THE *RAPID*Gate PROGRAM, INCLUDING THE *RAPID*Gate BACKGROUND SCREENINGS, FOR ANY PRE-EMPLOYMENT OR EMPLOYMENT-RELATED PURPOSES. YOU FURTHER AGREE, ON BEHALF OF YOUR COMPANY, THAT YOUR COMPANY WILL DEFEND, INDEMNIFY AND HOLD HARMLESS EID PASSPORT, ITS RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES OR AFFILIATES, AND ANY AGENCY OF THE UNITED STATES GOVERNMENT, FOR AND OF ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION MADE AGAINST EID PASSPORT OR ANY AGENCY OF THE UNITED STATES GOVERNMENT ARISING FROM ANY PRE-EMPLOYMENT OR EMPLOYMENT-RELATED ACTION TAKEN BY YOUR COMPANY AGAINST ANY INDIVIDUAL, RELATING IN ANY WAY TO OR ARISING IN ANY WAY FROM THE *RAPID*Gate PROGRAM.

4. Confidential Background Screenings (Required)

Eid Passport takes seriously its commitment to security. That is why Eid Passport restricts its *RAPID*Gate program to companies and their employees who, at all times, meet all *RAPID*Gate program eligibility requirements including the *RAPID*Gate background screening criteria established for participating facilities.

To register for the *RAPID*Gate program and to become an authorized *RAPID*Gate badgeholder, your company's employees must consent to undergo, and must pass, a background screening to verify their eligibility. Additional background screenings may be conducted on authorized *RAPID*Gate badgeholders at any time or times, to verify their continued eligibility. By registering with the *RAPID*Gate program, the employees consent to such background screenings.

Background screenings will be conducted on individuals under circumstances that may include but are not limited to the following:

- When they first register for the *RAPID*Gate program
- Periodically and at any time or times while they are authorized *RAPID*Gate badgeholders
- When your company renews its employees' *RAPID*Gate badges
- At any time upon request by the participating facility(ies) for which the employees are authorized *RAPID*Gate badgeholders
- At any time upon request by any governmental department or agency that issues *RAPID*Gate badges (see Section 5, below)
- At any time, in Eid Passport's sole discretion, to verify that authorized *RAPID*Gate badgeholders meet the *RAPID*Gate program's eligibility requirements

ANY EMPLOYEE WHO DOES NOT CONSENT TO UNDERGO THE *RAPID*Gate BACKGROUND SCREENINGS, IS INELIGIBLE TO BE AN AUTHORIZED *RAPID*Gate BADGEHOLDER.

Eid Passport contracts with one or more third-party background screening providers to conduct *RAPID*Gate background screenings. The data obtained during the registration process and/or through the background screenings may vary by participating facility and may include any or all of the following:

Individual Information:

- Name
- Social Security Number
- Company-issued Employee Identification Number
- Individual photo
- Date of birth
- Fingerprints
- Address
- Phone number
- Social Security Number verification
- Felony and misdemeanor convictions
- Outstanding warrants
- Sexual offender convictions
- Terrorist or OFAC watch lists
- Driver's license (including all information and images stored on the license)

Public records may be used in the background screening reports, such as civil and/or criminal records. Your company's employees have the right to dispute the information on the report and to request additional disclosures provided under section 606(b) of the Fair Credit Reporting Act ("FCRA"), and a written summary of the employee's rights pursuant to section 609(c) of the FCRA.

If any background screenings produces a "fail" result, Eid Passport and/or its third-party background screening providers will so notify the affected employee. Eid Passport also may notify your company, and possibly also the participating facility(ies), of the employee's "fail" result. In the event of a "fail" result, the employee, and only the employee, will be provided with a copy of his or her background screening report. The employee will be afforded an opportunity to dispute the information in it. If the employee does not timely dispute the background screening results or, if the employee does so but is unsuccessful in changing the results, the employee will not qualify to be an authorized *RAPID*Gate badgeholder. Your company, and possibly also the participating facility(ies) and/or other agency of the United States government, will be so notified.

Eid Passport and/or its third-party background screening providers will NOT provide your company with a copy of the background screening reports or disclose to your company the contents of the background screening reports. Eid Passport may provide the participating facility(ies) and/or other United States government agency with the name and/or other identifying information of your company's employees who are authorized *RAPID*Gate badgeholders. In addition, depending upon the type of *RAPID*Gate badge that is issued to your company's authorized *RAPID*Gate badgeholders (see Section 5, below), Eid Passport also may provide your company, and/or the participating facility(ies) and/or other agency of the United States government, with records of the authorized *RAPID*Gate badgeholders' arrival and departure history, and/or records of their whereabouts, at the participating facility(ies).

YOU HEREBY AUTHORIZE EID PASSPORT AND/OR ITS THIRD-PARTY BACKGROUND SCREENING PROVIDER(S) TO RETAIN YOUR COMPANY'S EMPLOYEES' DATA, AND ANY UPDATES TO THAT DATA, FOR A COMMERCIALLY REASONABLE PERIOD OF TIME. EID PASSPORT AND ITS THIRD-PARTY BACKGROUND SCREENING PROVIDERS ARE COMMITTED TO MAINTAINING THIS DATA IN THE STRICTEST OF CONFIDENCE, AND FOLLOW STRINGENT FAIR INFORMATION PRACTICES IN ACCORDANCE WITH THE FCRA AND OTHER APPLICABLE LAWS AND REGULATIONS.

5. Rights and Obligations of Enrolled Companies and Authorized *RAPID*Gate Badgeholders

- *RAPIDGate badge*. The *RAPID*Gate badge is for the sole and exclusive use of the authorized *RAPID*Gate badgeholder. The *RAPID*Gate badgeholder may not share, lend or transfer his or her *RAPID*Gate badge to anyone else.

  The *RAPID*Gate badge by itself does not guarantee quick access to, or any access to, any participating facility. For security reasons and under applicable laws, rules and regulations, the participating facility always has the final say on who may enter, and under what circumstances.

  The *RAPID*Gate badge may be issued by Eid Passport, or it may be issued directly by the participating facility or another agency or department of the United States government. A government-issued *RAPID*Gate badge may entitle your company and/or its authorized *RAPID*Gate badgeholders to certain government privileges or rights, and/or impose upon your company and/or its authorized *RAPID*Gate badgeholders certain government obligations or restrictions, in addition to but outside of and unrelated to the *RAPID*Gate program. Eid Passport assumes no responsibility or liability whatsoever for government content or functions of government-issued *RAPID*Gate badges.

  In the event that an Eid Passport-issued *RAPID*Gate badge is lost, damaged or stolen, the authorized *RAPID*Gate badgeholder must immediately notify your company. In the event that a government-issued *RAPID*Gate badge is lost, damaged or stolen, the authorized *RAPID*Gate badgeholder must immediately notify

the government department or agency that issued the *RAPID*Gate badge, and follow the department's or agency's instructions and procedures. In addition, if an authorized *RAPID*Gate badgeholder stops working for your company, or is otherwise disqualified as an authorized *RAPID*Gate badgeholder, the individual must immediately return the *RAPID*Gate badge to your company or, in the case of a government-issued *RAPID*Gate badge, to the issuing government agency.

Depending upon the facility, the *RAPID*Gate badge may contain radio frequency identification ("RFID") or other identifying technology. Such technology allows Eid Passport to record when authorized *RAPID*Gate badgeholders arrive at and depart the participating facility, and/or to track the whereabouts of authorized *RAPID*Gate badgeholders while they are on-site at the facility. Please check with *RAPID*Gate Customer Service for details on whether the *RAPID*Gate badge issued to your company's authorized *RAPID*Gate badgeholders contains this technology.

- *Background screenings.* At any time or times while your company's employees are authorized *RAPID*Gate badgeholders, they are subject to periodic background screenings, as often as deemed required by Eid Passport and at its sole discretion. This is done to verify that at all times the employees continue to meet the *RAPID*Gate program eligibility requirements. (See Section 4, above.)

- *Designation of RAPID*Gate Company Administrator. As part of the enrollment process, your company must designate an employee to serve as its *RAPID*Gate Company Administrator. Please provide *RAPID*Gate Customer Service with the name, telephone number, postal address and email address of the Vendor Administrator, in the space provided in Part A, Enrollment Form, above.

- *Personnel or background changes affecting an authorized RAPID*Gate *badgeholder.* Your company must promptly notify *RAPID*Gate Customer Service of any changes in the employment or background status of its authorized *RAPID*Gate badgeholders that could affect their *RAPID*Gate eligibility. Circumstances giving rise to this duty to notify include but are not limited to an authorized *RAPID*Gate badgeholder's separation from employment; change in job duties eliminating the need to conduct official business on the participating facility(ies); felony or misdemeanor convictions; outstanding warrants; sexual offender convictions; or placement on Terrorist or OFAC watch lists.

- *Refunds.* No refunds will be made to or on behalf of your company, or to or on behalf of any of its employees, if an employee does not pass a *RAPID*Gate background screening or is disqualified as an authorized *RAPID*Gate badgeholder. In such event, your company and its employees will have no remedies or other financial recourse against Eid Passport or its related companies, officers, directors, employees, agents, subsidiaries or affiliates, or against any agency of the United States government.

6. *RAPIDGate* program renewal

a. Company renewal

*RAPID*Gate Customer Service will contact your company shortly before expiration of its *RAPID*Gate enrollment. If your company wishes to renew its enrollment, it may do so by paying the *RAPID*Gate enrollment renewal fee. *Your company's enrollment renewal is subject to the approval of the participating facility and to your company's continued eligibility in all other respects.*

b. Authorized *RAPID*Gate badgeholder renewals

If your company renews its enrollment for another term, *RAPID*Gate will notify it of the names of its authorized *RAPID*Gate badgeholders whose *RAPID*Gate badges are due to expire. Your company may authorize renewal of their *RAPID*Gate badges for another term, by paying their renewal fee. It may be necessary for the individuals to re-register at the Registration Station at the participating facility(ies). Renewal is contingent upon their passing a *RAPID*Gate background screening and in all other respects meeting the *RAPID*Gate program eligibility requirements. (See Section 4, above.)

Your company is responsible for deciding which *RAPID*Gate badges to renew. If an authorized *RAPID*Gate badgeholder does not wish his or her *RAPID*Gate badge to be renewed, he or she must so notify your company's *RAPID*Gate Company Administrator at least 45 days before expiration of the *RAPID*Gate badge. **YOU HEREBY AGREE, ON BEHALF OF YOUR COMPANY, THAT YOUR COMPANY WILL DEFEND, INDEMNIFY AND HOLD HARMLESS EID PASSPORT AND ITS RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES AND AFFILIATES, AND ANY AGENCY OF THE UNITED STATES GOVERNMENT, OF AND FROM ANY AND ALL CLAIMS, DEMANDS OR CAUSES OF ACTION ARISING FROM YOUR COMPANY'S RENEWAL, OR FAILURE TO RENEW, ANY *RAPID*Gate BADGE FOR ANY COMPANY EMPLOYEE.**

7. Grounds for revoking *RAPID*Gate program enrollment and access privileges

a. Your company

Your company's *RAPID*Gate enrollment is valid for a specified term, provided that at all times it meets the *RAPID*Gate program eligibility requirements. If at any time your company fails to meet any *RAPID*Gate program eligibility requirements, its enrollment will be subject to revocation. If at any time your company no longer is enrolled in the *RAPID*Gate program, its authorized *RAPID*Gate badgeholders no longer will be eligible for the *RAPID*Gate program, and their *RAPID*Gate badges will be deactivated.

Your company could lose its eligibility to be enrolled in the *RAPID*Gate program, and have its *RAPID*Gate enrollment revoked, on grounds including but not limited to:

- The participating facility(ies) for which your company is enrolled in the *RAPID*Gate program no longer participates in the *RAPID*Gate program
- The participating facility(ies), or other agency or department of the United States government, withdraws your company's authorization to be enrolled in the *RAPID*Gate program
- Your company does not pay its *RAPID*Gate enrollment or renewal fee
- Your company violates any term or condition of this Agreement
- An authorized *RAPID*Gate badgeholder of your company violates any term or condition of his or her *RAPID*Gate Individual User Agreement.

b. *RAPID*Gate badges

The *RAPID*Gate badges issued to your company's employees are valid for a specified term, provided that the employees at all times meet the *RAPID*Gate program eligibility requirements. If at any time an authorized *RAPID*Gate badgeholder fails to meet any of the *RAPID*Gate program eligibility requirements, the individual will lose his or her *RAPID*Gate program eligibility, and his or her *RAPID*Gate badge will be deactivated. Your company's authorized *RAPID*Gate badgeholders may lose their *RAPID*Gate program eligibility, and be subject to deactivation of their *RAPID*Gate badge, on grounds including but not limited to:

- The authorized *RAPID*Gate badgeholder no longer works for your company
- The authorized *RAPID*Gate badgeholder does not pass a *RAPID*Gate background screening
- The authorized *RAPID*Gate badgeholder's work functions no longer include visiting the participating facility(ies)
- Your company requests to remove the authorized *RAPID*Gate badgeholder from the *RAPID*Gate program
- Your company no longer is eligible, or otherwise ends its enrollment in, the *RAPID*Gate program
- The facility(ies) for which your company is enrolled in the *RAPID*Gate program no longer participates in the *RAPID*Gate program
- The facility(ies), or other agency or department of the United States government, withdraws your company's authorization to be enrolled in the *RAPID*Gate program
- The facility(ies), or other agency or department of the United States government, withdraws the individual's authorization as a *RAPID*Gate badgeholder and/or requires deactivation of the individual's *RAPID*Gate badge
- The authorized *RAPID*Gate badgeholder violates any term or condition of his or her *RAPID*Gate Individual User Agreement
- The authorized *RAPID*Gate badgeholder uses the *RAPID*Gate program to access the participating facility(ies) for any reason other than for official business.

8. General Restrictions, Limitations and Resolution of Disputes

- This enrollment does not by itself confer on your company or its employees any rights or privileges under the *RAPID*Gate program. Enrollment is subject to the approval of the participating facility(ies). In addition, your company's enrollment is subject to the terms and conditions set forth in this Agreement. Your company's employees who register for the *RAPID*Gate program are subject to the terms and conditions of their *RAPID*Gate Individual User Agreement.
- This enrollment does not guarantee your company's authorized *RAPID*Gate badgeholders access to any participating facility. The participating facility(ies) maintains the right to deny entrance to your company's authorized *RAPID*Gate badgeholders and to take any security precautions it deems necessary, including but not limited to conducting random inspections of your company's authorized *RAPID*Gate badgeholders and/or their vehicles.
- Your company's enrollment is valid only for the participating facility(ies) that have authorized your company to enroll in the *RAPID*Gate program and for which your company has enrolled.
- A participating facility may revoke your company's, and/or its authorized *RAPID*Gate badgeholders', access privileges under the *RAPID*Gate program at any time for any reason. You agree on behalf of your company that, in such event, your company and its employees have no financial, legal or other remedies against Eid Passport or any of its related companies, officers, directors, employees, agents, subsidiaries or affiliates, or against any agency of the United States Government.
- Eid Passport takes pride in its background screening service but cannot guarantee the accuracy of the data obtained. As explained in Section 4, above, your company's employees have the right to dispute a "fail" result of a *RAPID*Gate background screening. ***You agree on behalf of your company that neither your company, nor its employees, has any remedy, in equity or law, and will initiate no legal action, against* Eid Passport *or any of its related companies, officers, directors, employees, agents, subsidiaries or affiliates, or against any agency of the United States government, arising from any dispute over the accuracy or completeness of data derived from a RAPID*Gate *background screening, or arising from an employee not passing a RAPID*Gate *background screening.***

- *RAPID*Gate badges that are issued by the government may entitle the authorized *RAPID*Gate badgeholders and/or your company to certain government privileges or rights, or impose upon them certain government obligations or restrictions, in addition to but outside of and unrelated to the *RAPID*Gate program. Eid Passport assumes no responsibility or liability whatsoever for government content or functions of government-issued *RAPID*Gate badges. ***You agree on behalf of your company that neither your company, nor its employees, has any remedy, in equity or law, and will initiate no legal action, against Eid Passport or any of its related companies, officers, directors, employees, agents, subsidiaries or affiliates, arising from any dispute over any government content or functions of government-issued RAPIDGate badges.***
- Eid Passport contracts with one or more third parties to conduct *RAPID*Gate background screenings. Such third party(ies) conform to the highest standards of care with respect to protection of personally identifiable data. Eid Passport stores on its own servers only limited personally identifiable information on *RAPID*Gate participants. Eid Passport does not store on its servers, and maintains no database containing, the contents of background screenings conducted on *RAPID*Gate participants. Such data is stored with Eid Passport's third-party background screening provider(s). ***You agree on behalf of your company that neither your company nor its employees has any remedy, in equity or law, and will initiate no legal action, against Eid Passport or any of its related companies, officers, directors, employees, agents, subsidiaries or affiliates, arising from the storage of any personally identifiable data on any employee that is not maintained on Eid Passport's own servers or contained in Eid Passport's own database.***
- You agree that, if your company has a dispute with Eid Passport arising from or relating to the *RAPID*Gate program, your company will so notify Eid Passport in writing within six months of the event or the action giving rise to the dispute, at the address listed in Section A, Enrollment Form, above. You agree that your company will make every effort to resolve the dispute informally. You further agree that, in the event of a breach of this Agreement by Eid Passport, your company's sole and exclusive remedy will be an amount equal to your company's enrollment fee for the year in which the breach occurred.
- This Agreement is governed by the laws of the State of Oregon, notwithstanding conflicts of laws principles. You agree that any legal action brought under this Agreement must be brought in Washington County, Oregon. The prevailing party shall be entitled to recover its/his/her legal costs and attorney's fees.
- If any provision of this Agreement is found by a proper legal authority to be unenforceable, that provision shall be severed and the remainder of this Agreement shall continue in full force and effect.

This Agreement constitutes the entire agreement between your company and Eid Passport with respect to the *RAPID*Gate program. This Agreement supersedes any proposal or any prior or contemporaneous writings or other agreement, oral or written, and any other communications or representations between your company and Eid Passport relating to the *RAPID*Gate program.

I hereby (1) certify that I have the authority to bind my company to the terms and conditions of this Agreement; (2) accept, on behalf of my company, the terms and conditions of this Agreement; and (3) agree, on behalf of my company, to be bound by the terms and conditions of this Agreement.

_____ August 30, 2010
Name (Signed) Date

DANIEL P. TOPPINO
Name (Printed)

ASSISTANT SECRETARY
Title

CHARLEY TOPPINO & SONS, INC.
Name of company on whose behalf individual is signing

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The *RAPID*Gate Program is provided by Eid Passport, Inc.
The *RAPID*Gate Program contains products and services subject to U.S. Patent No. 6,779,721.
Eid Passport and *RAPID*Gate are trademarks of Eid Passport, Inc.

PART 2

CONTRACT FORMS

C O N T R A C T

This Contract, made and entered into this _____ day of _____ 2012, by and between the **City of Key West** hereinafter called the "Owner", and _____ hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for the project CCTV AND SECURITY LIGHTING, to the extent of the Proposal made by the Contractor, dated this ___th day of _____, all in full compliance with the Contract Documents referred to herein:

PROPOSAL REQUIREMENTS, CONTRACT FORMS, CONDITIONS OF THE CONTRACT, TECHNICAL SPECIFICATIONS, AND DRAWINGS (if any), which consists of ATTACHMENT 1 are hereby referred to and by reference made a part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the LUMP SUM PROPOSAL amount in the Proposal as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to begin design work the date of the Notice to Proceed and submit to the Owner a fully documented design package within thirty (30) days. The Contractor shall begin construction within twenty (20) days of the acceptance of the design and shall complete the on-site installation work within 180 days of the Notice to Proceed.

Contractor agrees to construct a functionally complete project (or part thereof) in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from

the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the two (2) year warranty period beginning the date of final acceptance of the work by the Owner, and further agrees to indemnify and hold harmless the Owner from any costs encountered in remedying such defects.

In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of $250 dollars per calendar day. Sundays and legal holidays shall be included in determining days in default.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same, this _____day of _____ 2012.

Attest: **By:**

_____ _____

Cheryl Smith, City Clerk Jim Scholl, City Manager

Contractor: _____ Witness: _____

By: _____ Print Name: _____

Print Name: _____

Title: _____

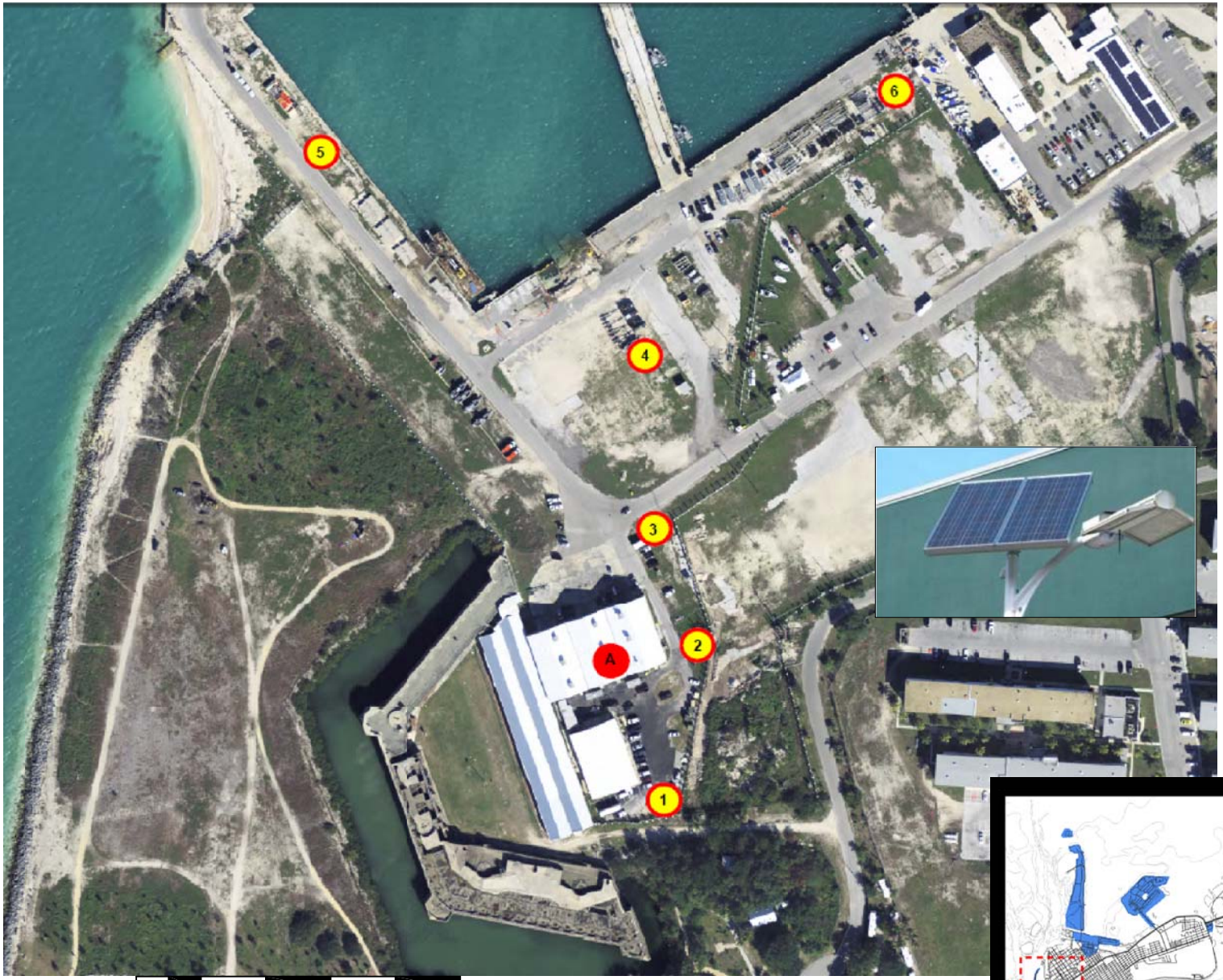
PART 3

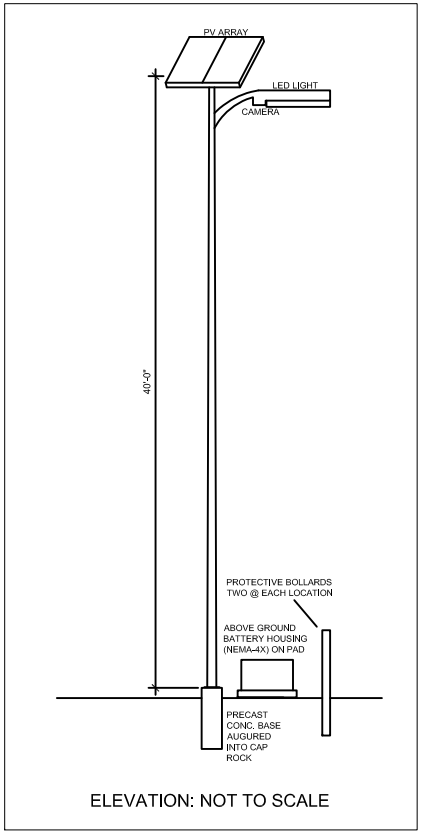
PROJECT DESCRIPTION

General: Project is the installation of a CCTV and Security Lighting System located at the Mole pier. Attachment 1 outlines the proposed location and equipment for this project.

Notes:

a. Attachment 1 outlines proposed equipment. City will consider "or equal" equipment so long as vendor can show that it is equivalent in operation, warranty, and coastal environment coating (i.e., constructed of non-corrosive materials).
b. Project location is in a coastal/marine environment. Proposers shall take this into when proposing materials for this project. Suitability for this environment should be stated in equipment proposed.
c. Project location is on US Navy Property. Contractors shall be aware that they will be required to obtain US Navy *RAPID*Gate Passes and shall include the cost of this in their bid.
d. Project includes installation of lighting, cameras and monitoring/recording/receiver computer. Monitoring/recording/receiver computer shall be expandable for up to 5 additional cameras.
e. Monitoring/recording computer will be installed within Bldg 284, specific location to be provided by NAVFAC.
f. A professional archaeologist will be on-site to monitor all ground-disturbing activities associated with this undertaking as required by the State Historic Preservation Office. The cost associated with this requirement shall be a part of this bid.
g. Location of all underground facilities and coordination with the owners of said facilities is required and is the responsibility of the contractor.
h. Proposed poles and attached appurtenances shall be rated to withstand a three-second 175 mph wind load as certified by Florida-registered PE.
i. Battery housing must meet or exceed NEMA-4X rating and must be installed at minimum elevation specified by FEMA-FIRM 12087C1516K.
j. Protective bollards shall be installed at each pole and battery housing.
k. Wireless configuration shall comply with DoD FIPS 140-2.
l. Batteries shall be non-spillable, maintenance-free, with a nominal operating capacity of 48 hours at full design load.
m. Proposal shall specify lightning protection for pole-mounted equipment.
n. A Radio Frequency (RF) survey shall be performed by the contractor within thirty (30) days of the Notice to Proceed. Results shall be submitted to NASKW Ground Electronics for approval prior to any material procurement.
o. Proposed lighting shall be compliant with Florida's Marine Turtle Protection Act, as detailed at **http://myfwc.com/wildlifehabitats/managed/sea-turtles/turtles-lights/**





LEGEND	
A	NON-NMCI COMPUTER AND WIRELESS RECEIVER LOCATED WITHIN OFFICE AREA.
1-5	40' HT. POLE MOUNTED PV LIGHT, 360 DEG. CAMERA & BATTERY
6	40' HT. POLE MOUNTED PV LIGHT, 180 DEG. CAMERA & BATTERY

Guardian Platforms™
For **Security Grids**

Introducing ***Guardian Platforms™*** for Security Grids from Totus-Solutions designed for deployment along pedestrian walkways, streets, roadways, campuses, parking areas, and the perimeters of critical infrastructure

Only Totus' intelligent, *green* lighting security platforms integrate IP video surveillance, video recorder, secure communications, and sensor monitoring technologies for unparalleled physical security and effective response.

Unlike traditional, piece-part surveillance solutions, ***Guardian Platforms*** integrated system provides a higher level of situational awareness that significantly assists security personnel and law enforcement in identifying subjects, vehicles, and unusual activity (captured on date-time-GPS-stamped video) as they traverse your property.

Guardian Platforms are a cost effective security solution. The combination of rapid deployment, plus ease-of-installation, and reduced operation and maintenance costs provide an affordable addition to today's security budget.

FEATURES

Integrated Camera and Video Recording: High resolution IP camera with on-board Motion or event triggered Digital Video Recording.

Superior night-time color rendition: Meets DoD Color Rendition Index (CRI) specification for night-time video surveillance.

Communication: Standard IP wired Ethernet with an upgrade option for Secure WiFi.

Security: AES or DoD FIPS 140-2 for wired and wireless applications.

Sensors: Future upgrade to IEEE 1451 sensor interface for CBRNE and other sensor monitoring applications.

Energy Efficient Lighting: Highly efficient IP66 sealed dual adjustable LED module allowing for 6 different beam pattern adjustments with a unique aging compensation algorithm to reduce lumen depreciation through the life of the fixture. Life expectancy >50,000 hrs without lumen depreciation.

Dimming: Optional on-board timed dimming as well as remote controlled dimming is available for greater energy savings.

Buy America: Meets the requirements of the Buy America Act.

BENEFITS

Improve situational awareness for pedestrian walkways, streets, roadways, campuses and perimeters of Infrastructure.

Superior lighting for security applications: The High Performance Energy Efficient Lighting is designed to provide superior night-time color rendition and uniform illumination for surveillance applications.

Reduced infrastructure and network bandwidth: ***Guardian Platforms™*** /everage the power of decentralized intelligent event triggering, storage, and image processing resulting in lower bandwidth requirements and reduced infrastructure.

Lower Total Cost of Ownership: Lower installation cost, lower O&M costs, and rapid deployment.

Surveillance beyond video: Reporting sensor data and alarm conditions to the Command and Control Centers, FIPS 140 Security, and real time access to First Responders dispatched for event response.

Takes Command and Control to a new level: Incident response can be broad or as granular as necessary with greatly improved situational awareness.

- **Rapid distribution of critical incident and alarm data, not just data, for informed decision making.**
- **Efficient mobilization of assets and people.**
- **Effective escalation and status reporting during an incident.**
- **Audit logging and detailed reporting for post incident forensics and analysis.**

FEATURES/OPTION TABLE

Guardian Platform ™ Features		Model	Description
Guardian Wired	100W LED Light with IP Hemispheric Camera and NVR	TSG-100G3C	Commercial 100 Watt highly efficient IP66 sealed dual adjustable white LED Luminary with 80+ CRI, 360 Fish Eye PTZ Megapixel Hemispheric IP camera with on-board motion or event triggered Network Video Recording, PoE, wired Ethernet network connection. [Options available for 802.11 wireless, VoIP audio, and I/O]
	150W LED Light with IP Hemispheric Camera and NVR	TSG-150G3C	Commercial 150 Watt highly efficient IP66 sealed dual adjustable white LED Luminary with 80+ CRI, 360 Fish Eye PTZ Megapixel Hemispheric IP camera with on-board motion or event triggered Network Video Recording, PoE, wired Ethernet network connection. [Options available for 802.11 wireless, VoIP audio, and I/O]
Guardian Wireless	100W LED Light with WIFI IP Hemispheric Camera and NVR	TSG-100G3W	Wireless 100 Watt highly efficient IP66 sealed dual adjustable white LED Luminary with 80+ CRI, 360 Fish Eye PTZ Megapixel Hemispheric IP camera with on-board motion or event triggered Network Video Recording, PoE, wired and integrated WiFi 802.11 wireless Ethernet network connections. [Options available for 150W, FIPS 140-2, VoIP audio, I/O, sensors]
	150W LED Light with WiFi IP Hemispheric Camera and NVR	TSG-150G3W	Wireless 150 Watt highly efficient IP66 sealed dual adjustable white LED Luminary with 80+ CRI, 360 Fish Eye PTZ Megapixel Hemispheric IP camera with on-board motion or event triggered Network Video Recording, PoE, wired and integrated WiFi 802.11 wireless Ethernet network connections. [Options available for 150W, FIPS 140-2, VoIP audio, I/O, sensors]
Guardian FIPS 140-2 Wireless	100W LED Light with Secured FIPS 140-2 WIFI IP Hemispheric Camera and NVR	TSG-100G3F	Federal 100 Watt highly efficient IP66 sealed dual adjustable white LED Luminary with 80+ CRI, 360 Fish Eye PTZ Megapixel Hemispheric IP camera with on-board motion or event triggered Network Video Recording, PoE, wired and integrated FIPS 140-2 wireless 802.11 Ethernet network connections. [Options available for VoIP audio, I/O, sensors]
	150W LED Light with Secured FIPS 140-2 WIFI IP Hemispheric Camera and NVR	TSG-150G3F	Federal 150 Watt highly efficient IP66 sealed dual adjustable white LED Luminary with 80+ CRI, 360 Fish Eye PTZ Megapixel Hemispheric IP camera with on-board motion or event triggered Network Video Recording, PoE, wired and integrated FIPS 140-2 wireless 802.11 Ethernet network connections. [Options available for VoIP audio, I/O, sensors]

Security Options			
Cameras	360° Fisheye	Standard	360 Fish Eye PTZ Megapixel Hemispheric IP camera
	Event log and Alarm	Standard	Triggering of events by integrated multiple-window motion detection, temperature sensor, notification over email, FTP, IP telephony (VoIP, SIP), visual/acoustic alarm, pre- and post-alarm images.
Recording	Internal video and audio storage	Standard	BUILT- IN NVR: Up to 32 Gb long-term memory (MicroSD Card) built in. Provides days of date-time-GPS-stamped time with built-in user configurable motion triggering.
Audio (VoIP)	Two way audio, IR Motion Detector and Temperature sensor	Option	Two way audio unit with microphone and speaker, infrared motion detector, temperature sensor.
	External Public Address	Option	Supported with optional Public Address speaker.
I/O	No I/O	Standard	No I/O Support
	Dual Input/Output	Option	2 signal input contacts (AC/DC) (galvanically separated) 2 signal outputs (AC/DC), up to 100 mA
	Data Acquisition Module	Option	DAQ (Data Acquisition) Sensor inputs (1-8 analog/digital inputs)
	Call/Panic Button	Option	External Pole mounted panic/call button. Requires dual Input/Output module
Networking	Wired Cat5 Ethernet	Standard	
	Cat5 to Coax, Coax to Cat5 adapter	Option	
	Wireless Access Point 802.11b/n	Option	
	Wireless Back Haul 802.11a	Option	
	Zigbee (single radio)	Option	
Encryption	AES	Standard	Standard 256 Bit AES
	FIPS 140-2	Option	DoD approved FIPS 140-2 for wired and wireless connectivity.

Lighting Options			
Power	90-300 Vac	Standard	Auto-ranging 90-300VAC, 50-60Hz input, 0.98 Power factor and THD<10%.
	480 Vac	Option	
Receptacles	No receptacles	Standard	
	Twist Lock Receptacle	Option	Optional ANSI C136.10 Twist Lock Receptacle available. (external photocell required)
	Motion Sensor Receptacle	Option	Motion sensor inputs for 50% /100% operation upon presence or absence of AC signal from an external sensor (not provided).
Control	Automatic Lumen Compensation	Standard	Standard aging compensation algorithm insures long LED life and uniform intensity for 14 years (end of life power consumption will be 30% more than initial). Temperature compensation, temperature protection and lightning protection are built-in. Life expectancy >50,000 hrs. without lumen depreciation.
	Photocell	Option	Photocell for turn-on or off. Requires Twist Lock Receptacle option.
	Automatic Midnight Dimming	Option	Automatic Midnight dimming to 50% from 11:30PM to 5:30AM.
Mounting	Horizontal tenon	Standard	Horizontal arm mount adapter for G3 products with +/- 5 degrees tilt adjustment
	Direct Mount Adapter	Option	Adapter to allow direct mounting onto poles
Housing Color	Light Grey	Standard	Specify at time of ordering
	Black	Standard	Specify at time of ordering
	Bronze	Standard	Specify at time of ordering
LED	White 5000K	Standard	
	Infrared	Option	
Photometric Type	Type 3	Standard	IES Type 3 photometry
Wing Angle	6 Adjustments	Standard	Separate panel assemblies can be field adjusted to 6 different patterns to achieve desired spacing. No tools required for adjustment or replacement. Default Factory position is at 13.5 degrees.

Creating a Secure, Brighter Tomorrow

TOTUS SOLUTIONS

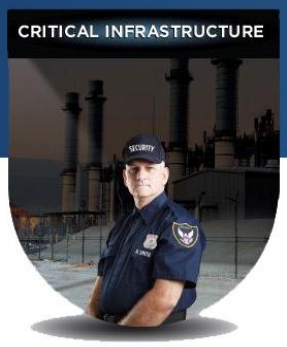
- Long Life
- Maintenance Free
- Wide Temperature Range
- Easy Installation
- Field Upgradeable Options

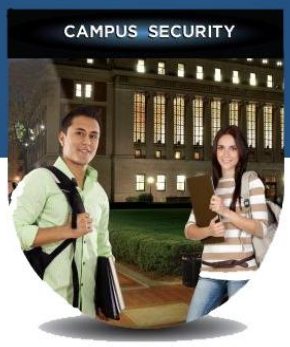
Secure Network Connections
- FIPS 140-2 with support for Key Management
- Wired or Optional Wireless
- (2) Wireless Bandwidth Options
- IP Endpoint compatible with existing wired infrastructure

- Digital PTZ
- Built-in Video Recorder
- Camera Options
  - 360 Degree Fish Eye
- Optional Two-way audio
  - Support for Outboard Panic/Emergency Call box
  - Support for Outboard Public Address

Field Expansion Support Options
- IEEE 1451 Compatible Sensors
- Contact Closure Sensing and Control
- Analog/Digital Data Acquisition
- 3rd Party Command and Control Software Integration

- Energy Savings
- High Efficiency LED Lighting
- Field Adjustable Photometry
- Constant Lumen Output over life Cycle
- Built-in Midnight Dimming
- Lighting Options
  - Motion Detection





Security Grid Solutions for:

Installations • Maritime Ports • Airports • Utilities • Campuses • Municipalities

GENERAL SPECIFICATIONS

HOUSING: Aluminum extrusions and castings finished with a super durable, electrostatically applied thermoset polyester powdercoat applied after a 5 stage conversion cleaning process and bonded by heat fusion thermosetting. Laboratory tested for superior weatherability and fade resistance in accordance with ASTM B-117-64 and ANSI/ASTM G53-77 specifications.

High Impact Acrylic Lens is sealed to housing

MOUNTING: Horizontal Tenon Mount for 1.5" to 2 3/8" OD Pipe with a +- 5 degree Tilt adjustment

TEMPERATURE & HUMIDITY:
- -30°C to 55°C operating temperature. Automatic Power Derating above 45°C.
- Vibration tested as per ANSI C136.31-2001 for bridges.
- Cold storage as per IEC 60068-2-1 standard
- High temperature as per IEC 60068-2-2 standard
- Temperature and humidity cycling as per IEC 60068-2-30 standard
- Constant temperature and humidity as per GR-468-CORE standard
- Temperature cycling as per IEC 60068-2-14 standard

INGRESS PROTECTION:
- IP66 Ingress protection as per IEC 60529:2001 standard. (High Impact Acrylic Lens is sealed to housing)

CORROSION:
- Salt Fog as per ASTM B117 standard for 1500 hours.

VIBRATION:
- Sinusoidal vibration as per ANSI C136.31-2001 for Bridges

EMI:
- Electromagnetic compatibility as per FCC 47 CFR Part 15, subpart B standard
- Electromagnetic compatibility as per EN55022:2006 + A1:2007 standard
- Electromagnetic compatibility as per EN61000-3-3 standard
- Electromagnetic compatibility as per EN61000-3-2 standard

CERTIFICATIONS: CSA Listed to U.S. Safety Standards UL1598 and CSA C22.2 No. 250.0-08 for wet locations. RoHS.

WARRANTY: 5 year limited warranty

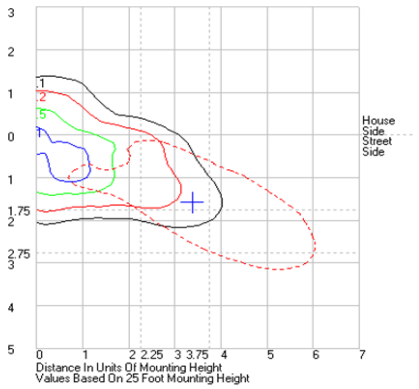
IESNA CLASSIFICATIONS: Type 2 and 3. Full Cut-Off at 0 degrees wing angle.

Totus Solutions Inc. reserves the right to change specifications at any time.

PHOTOMETRIC DATA

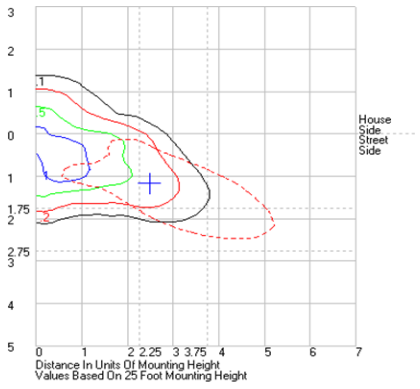
100S model shown. Use a 1.5 multiplier for the 150S

100S- 22.5 Degrees Wing Angle



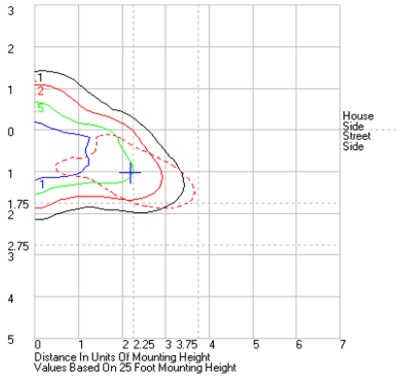
LCS	Zone	Lumens	%Lamp	%Lum
FL	(0-30)	338.8	5.6	5.5
FM	(30-60)	2151.2	35.3	35.1
FH	(60-80)	2078.6	34.1	33.9
FVH	(80-90)	228.8	3.8	3.7
BL	(0-30)	264.7	4.3	4.3
BM	(30-60)	594.3	9.8	9.7
BH	(60-80)	407.9	6.7	6.7
BVH	(80-90)	47.6	0.8	0.8
UL	(90-100)	14.4	0.2	0.2
UH	(100-180)	0.0	0.0	0.0
Total		6126.3	100.6	100.0
BUG Rating		**B1-U3-G2**		

100S- 18 Degrees Wing Angle



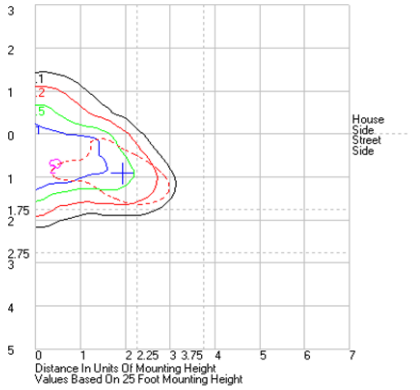
LCS	Zone	Lumens	%Lamp	%Lum
FL	(0-30)	373.6	6.0	5.9
FM	(30-60)	2395.2	38.2	37.9
FH	(60-80)	2049.3	32.7	32.5
FVH	(80-90)	169.9	2.7	2.7
BL	(0-30)	269.8	4.3	4.3
BM	(30-60)	616.3	9.8	9.8
BH	(60-80)	382.1	6.1	6.1
BVH	(80-90)	47.2	0.8	0.7
UL	(90-100)	9.6	0.2	0.2
UH	(100-180)	0.0	0.0	0.0
Total		6313.0	100.8	100.0
BUG Rating		**B1-U3-G2**		

100S- 13.5 Degrees Wing Angle



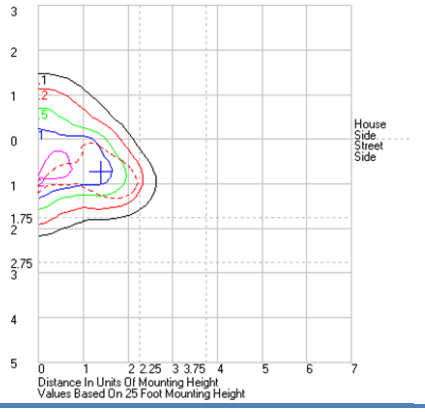
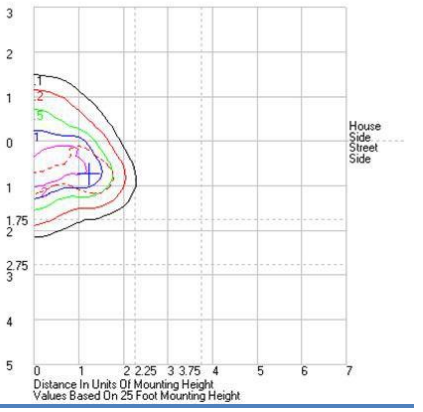
LCS	Zone	Lumens	%Lamp	%Lum
FL	(0-30)	424.0	6.7	6.6
FM	(30-60)	2674.4	42.1	41.9
FH	(60-80)	1859.2	29.3	29.1
FVH	(80-90)	106.0	1.7	1.7
BL	(0-30)	279.7	4.4	4.4
BM	(30-60)	651.2	10.2	10.2
BH	(60-80)	345.5	5.4	5.4
BVH	(80-90)	44.9	0.7	0.7
UL	(90-100)	4.6	0.1	0.1
UH	(100-180)	0.0	0.0	0.0
Total		6389.5	100.6	100.0
BUG Rating		**B1-U2-G2**		

100S 9 Degrees Wing Angle



LCS	Zone	Lumens	%Lamp	%Lum
FL	(0-30)	471.7	7.3	7.3
FM	(30-60)	2946.0	45.8	45.6
FH	(60-80)	1642.1	25.5	25.4
FVH	(80-90)	77.7	1.2	1.2
BL	(0-30)	289.3	4.5	4.5
BM	(30-60)	682.4	10.6	10.6
BH	(60-80)	307.5	4.8	4.8
BVH	(80-90)	43.2	0.7	0.7
UL	(90-100)	3.8	0.1	0.1
UH	(100-180)	0.0	0.0	0.0
Total		6463.7	100.5	100.0
BUG Rating		**B1-U2-G1**		

100S- 4.5 Degrees Wing Angle



100S- 0 Degree Wing Angle