#### **CONTRACT**

#### FOR SERVICES OVER \$20,000

\*ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.\*

This Contract for security services is entered into by and between API Security Services and Investigations, Inc. (herein referred to as "Contractor"), and the City of Columbus, Department of Finance and Management (herein referred to as "City").

#### WITNESSETH

WHEREAS, the City has a need for Security Services; and

WHEREAS, the Contractor has the necessary experience and expertise to provide said service; and

WHEREAS, this Contract is authorized by Ordinance No. 1551-2015, passed by Columbus City Council on June 22<sup>nd</sup>, 2015; and

# NOW, THEREFORE, in consideration of the mutual promises as hereinafter set forth, the parties agree as follows:

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations, or warranties not contained in this Contract, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality, or specifications of this Contract shall be binding on either party without the written consent of both parties. This Contract is subject to the Ohio Public Records Act.

#### 1. Contract Term

The term of this Contract shall be from September 1, 2015 to August 31, 2016. This Contract shall not automatically renew.

#### 2. Maximum Obligation

The maximum amount to be paid under any purchase order associated with this Contract shall not exceed \$72,500.00 unless additional funds are appropriated and authorized.

#### 3. Pricing and Scope of Services

The Contractor agrees to perform the Scope of Services as set forth SA005514 and invoice at the rate of \$15.20 an hour per an increase of cost letter ATTACHED EXHIBIT A\* and as contained in the bid specifications, which are expressly incorporated herein.

\*Contract is NOT valid if the Scope of Services is NOT attached.

No other costs, rates, or fees shall be payable to the Contractor for services performed hereunder. The terms and conditions specified in this Contract constitute the entire contract governing the purchase of services by the City from the Contractor, and shall supersede any terms and conditions which may accompany Contractor's invoice/bid/estimate. Any and all verbal representations are superseded by this Contract. The terms of this Contract shall prevail over any conflicting or deficient terms or conditions listed in any attachments from Contractor.

#### 4. Equal Opportunity Clause

Contractor agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 3909.01(B), Equal Opportunity Clause. Failure or refusal of a Contractor or Subcontractor to comply with the provisions of Article I, Title 39, may result in cancellation of this Contract.

1

5. Taxes

Federal or State taxes are not to be included on invoices for the described services. Contractor will be provided an exemption certificate, if needed.

6. City's Contract Administrator/Contract Administration

Bill Burns will manage the Contract on behalf of the City and will be the principal point of contact for the City concerning the Contractor's performance under this Contract.

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall only be effective if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Services as first-class certified mail, postage prepaid and return receipt requested, to the parties at the following addresses:

John Fink – Fleet Management – 4211 Groves Road Columbus, Oh 43232 Edward Johnston – API – 867 High Street Columbus, Oh 43085

7. Contractor as an Independent Contractor

The Contractor shall be and shall remain an Independent Contractor with respect to all services performed hereunder and neither Contractor nor its employees shall be considered "public employees" for purposes of OPERS membership. Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remunerations paid to the Contractor or persons employed by the Contractor for work performed under the terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now, or hereafter may be, issued or promulgated under said respective laws.

Individuals utilizing a personal social security number for tax identification purposes and business entities with four (4) or fewer employees must complete and submit, as Exhibit D, the OPERS independent contractor acknowledgment form. THIS FORM CAN BE FOUND AT WWW.OPERS.ORG

8. Applicable Law, Remedies

This Agreement shall be governed in accordance with the laws of the State of Ohio and the ordinances, statutes and provisions of the Columbus City Code and Charter; specifically including, but not limited to Charter Sections 159 and 161. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

9. Payment/Invoice Submittal

Fees shall be paid for services rendered following: (1) the City's receipt of a correct invoice, which designates the specific applicable charges, and (2) issuance of a certified purchase order. The City will not be subject to any late payment charges. Rates shall be firm during the term of this Contract. The City will process correctly documented invoices for payment and Contractor should receive payment for such invoice within thirty (30) days from receipt and approval by the City.

Invoices: All invoices shall be submitted to the address listed on the Purchase Order or: Fleet Management, 4211 Groves Rd, Columbus, OH 43232

10. Modifications

No modification, amendment, alteration, addition or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by an authorized representative of the City and the Contractor and approved by the appropriate City authorities.

2

11/07/13

#### 11. Contract Termination

If either the City or the Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party (the "responsible party") written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party. The option to terminate shall be at the sole discretion of the aggrieved party.

When it is in the best interest of the City, the City may terminate this Contract, in whole or in part by providing seven (7) calendar days written notice to the Contractor prior to the effective date of termination. If this Contract is so terminated, the City is liable only for payments required by the terms of this Contract for services received and accepted by the City.

#### 12. Nonexclusive Remedies

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under the law.

#### 13. Survivorship

All services executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract, or any extension thereof. Further, the terms, conditions, and warranties contained in this Contract that by their sense in context are intended to survive this completion of the performance, cancellation or termination of this Contract, shall so survive.

#### 14. Save Harmless

Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees, resulting from claims for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, agents, or Subcontractors.

#### 15. Severability

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions for the Contract are declared severable.

#### 16. Assignment

This Contract may not be assigned or otherwise transferred to others by the Contractor without the prior written consent of the City. If this Contract is so assigned, it shall inure to the benefit of and be binding upon any respective successors and assigns (including successive, as well as immediate, successors and assignees) of the Contractor.

#### 17. Authority to Bind

The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.

18. Worker's Compensation

The Contractor shall comply with all Workers' Compensation laws of the State of Ohio. Proof of coverage shall be attached to this Contract AS EXHIBIT B.

19. <u>Insurance/Indemnity</u>

Contractor shall carry at least the minimum amounts listed below of Commercial Liability Insurance (Bodily Injury and Property Damage) naming the City as an additional insured. Contractor must attach a copy of the Certificate of Insurance to this Contract AS EXHIBIT C:

**Bodily Injury Liability:** 

**Property Damage Liability:** 

Each Person
Each Accident

\$500,000 \$1,000,000 Each Accident

\$500,000

All Accidents

\$1,000,000

20. Campaign Contributions

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that it is in full compliance with Divisions (I) and (J) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

21. City Income Taxes

Contractor hereby further agrees to withhold and pay all city income taxes due or payable under the provisions of Chapter 361, Columbus City Codes, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold and pay any such city income taxes due under said chapter for services performed under this Contract. If it has been determined by the Columbus Income Tax Division that Contractor, or any of its subcontractors, owes city income taxes, the Contractor agrees that the City may withhold the amount due to the City from any amount due to the Contractor for services performed under this Contract notwithstanding paragraph 9 hereinabove.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year written below.

#### EXHIBITS A, B AND C MUST BE ATTACHED HERETO.

\*ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.\*

#### **CITY OF COLUMBUS**

Signature	Date	Approved As To Form	n:
Paul R. Rakosky, Director, Dept. of Printed Name, Title and Department		City Attorney	Date
Signature  TIFFANY THOMPSON DIFFE Printed Name and Title Federal ID Number: 35 - 2/5	Date Le Manager 58780	Please list remit addre	ss below:

CONTRACT SIGNATURE AFFIDAVIT
(Must be completed when the individual signing the Contract is NOT an officer or Member of the Company.)

STATE OF: DHIO
COUNTY OF: FRANKLIN
being duly sworn, deposes and says that he/she is
of API SECURITY SERVICES + INVESTING a Corporation, LLC, or LLP organized and existing under and by (Title) (Company Name)
virtue of the laws of the State of, and having its principal office at
867 HIGH STREET STED WORTHWGTON OH 43085 City, State, Zip Code
Affiant further says that he/she is familiar with the records, minute books and by-laws of
AP   SECURITY SERVICES 2   NVESTIGATIONS   NC.  (Company Name)  Affiant further says that   Name of Person Signing Contract)  (Title)
Of the Company and is duly authorized to sign the Contract for: API SECURITY SERVICES & Invest, Inc.
For said Company by virtue of By Laws of CORPORATIONS (State whether the provision of by-laws or a resolution of the Board of Directors. If resolution, give date of adoption.)
Signature of Affiant**
** Afriant must be someone other than the individual signing the Contract. **
Sworn to before me and subscribed in my presence this 20 th day of 20 15
Carole Shoffer) Notaty Public
My Commission Expires: 06/06/2017



API SECURITY
SERVICES
& INVESTIGATIONS INC.
867 High St., Suite D
Worthington, OH 43085
Phone: (614) 310.1980

(614) 310.1960

City of Columbus Fleet Management 4211 Groves Road Columbus, OH 43232 Attn: Andrea Pesta

Re: Expansion of Contract

API Security Services and Investigations, Inc. wishes to thank you for your past and hopefully continued patronage. We hope that the services we have provided to the City of Columbus have met the overall performance and excellence of Security coverage.

As of August 31, 2015, API's current contract with the City of Columbus, Fleet Management expires. Per the bid last year API has the option to extend it another year. API would like to extend the contract with the City however, we are requesting an hourly price increase of a \$0.72 difference, which would increase our hourly price to \$15.20 due to, cost of living, expenses and an hourly wage increase. If you have any questions please don't hesitate to call us at 614.310.0049.

Thank you again for your business. We look forward to offering you the service you have come to expect from us.

Edward L. Johnston

API Security Svc. & Inv., Inc

# CITY OF COLUMBUS, OHIO DIVISION OF FLEET MANAGEMENT SECURITY GUARD SERVICES

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Exhibit A	-2014 - SADE	
CAPCINITY	Proposal	. /

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Per Hour Charge 14.48

Monday through Friday 11:00 p.m. until 7:00 a.m. 1 officer

Saturday, Sunday and Holidays 7:00 a.m. until 3:00 p.m. 1 officer

3:00 p.m. until 11:00 p.m. 1 officer 11:00 p.m. until 7:00 a.m. 1 officer

Based on 4,720 hours and Supervisor pay

#### Scope B Alternate Bid

Per Hour Charge 14.28

Sunday through Saturday 6:00 a.m. until 2:30 p.m. 1 officer Sunday through Saturday 2:30 p.m. until 11:00 p.m. 1 officer 7:00 a.m. until 3:00 p.m. 1 officer 1 officer

All holidays are inclusive in the preceding schedule Based on 8,760 hours and Supervisor pay

# ONE ORIGINAL AND 1 COPY OF THIS BID MUST BE SUBMITTED

Bidder submitting this Bid should check the appropriate box.

This is: ☐ The Copy



# **Invitation to Bid**

City of Columbus, Ohio

Fleet Management 4211 Groves Road Columbus, Ohio 43232 614/646-8281

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(Solicitation No.) / (Item)

#### **FINANCE & MANAGEMENT**

(Department)

#### **FLEET MANAGEMENT**

(Division)

Bid Opening Date and Time (due date and time) 8/15/14 at 2:00 p.m. local time

ealed proposals will be received by the Fleet Management Division at 4211 Groves Road, Columbus, Ohio A3232, intil this date and time and then will be publicly opened and read. Proposals received after the opening time will be returned to the bidder unopened. The City will not be responsible for late mail or other deliveries.

NOTE: FAILURE TO RETURN THIS BID PROPOSAL INTACT MAY BE CAUSE FOR REJECTION.

1	Bid Proposal Submitted By:						
API Security Ser	vices & Investigations,	Inc.					
ompany Name	. 0						
867 High Street	, Suite D	·					
treet Address	•	•					
Worthington	OH	43085					
ity	State	Zip					
35-2158980	(YES) NO (circle one) edw	and johnston eyahoo.com					
ederal I.D. No.	Contract Compliance No.	E-Mail Address					
dward Johnston	614 310 1980	614 310 1960					
ontact Person	Phone No.	Fax No.					

FAILURE TO RESPOND MAY RESULT IN YOUR NAME BEING REMOVED FROM BID LIST. RETURNING THIS PAGE ONLY MARKED "NO BID" COUNTS AS A RESPONSE.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/20/2015

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

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

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# Bureau of Workers' Compensation

30 W. Spring St. Columbus, OH 43215

### **Certificate of Ohio Workers' Compensation**

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer

1425971-0

API SECURITY SERVICES & INVESTIGATIONS 867 HIGH ST STE D WORTHINGTON, OH 43085-4154

Period specified below

07/01/2015 through 06/30/2016

www.bwc.ohio.gov Issued by: Stephen Buchen Administrator/CEO

You can reproduce this certificate as needed.

#### Ohio Bureau of Workers' Compensation

#### **Required Posting**

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



Bureau of Workers' Compensation

You must post this language with the Certificate of Ohio Workers' Compensation

# Investigator Security Guard Services Department of Public Safety

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# API SECURITY SERVICES & INVEST N C

WORTHINGTON OH 4300

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License Number: 2004002 142

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SAFETY

John Born, Director



agent or employee

HEREWY.



# City of Columbus Legislation Report

Office of City Clerk 90 West Broad Street Columbus OH 43215-9015 columbuscitycouncil.org

File Number: 1551-2015

mergency						
File ID:	1551-2015	Type:	Ordinance	Status:	Passed	
Version:	1	*Committee:	Finance Committee			
File Name:	Security/ Fleet Mana	agement 2015		File Created:	06/05/2015	
				Final Action:	06/24/2015	
Auditor Cert #:	AC037939	Auditor:	When assigned an Audit Auditor, hereby certify the anticipate to come into the for any other purpose, the hereon, to pay the within	hat there is in the t ne treasury, and no e amount of mone	in the treasury, or and not appropriated f money specified	
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eto	—— ——— Date			City Clerk		
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Title	To authorize the Fi	inance and Manage	ment Director, on behal	f of the Fleet Ma	nagement	
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			sting contract with API			
	security services at	the Fleet Maintena	ance building at 4211 Gr	roves Road; to au	thorize	
			e Fleet Management Se			
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Attachments:

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#### **History of Legislative File**

Ver.	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Columbus City Council	06/22/2015	Approved				Pass
1	COUNCIL PRESIDENT	06/22/2015	Signed				
1	MAYOR	06/24/2015	Signed				
1	CITY CLERK	06/24/2015	Attest				

**EBOCO:** Following review and approval, when required, the Equal Business Opportunity Commission Office certifies compliance with Title 39 as of date listed.

City Attorney: Following review and approval, when required, this ordinance has been reviewed by the City Attorney's Office as to its form and legality only.

#### **Explanation**

The Department of Finance & Management, on behalf of the Fleet Management Division, entered into contract with API Security Services for security services for the Fleet Management Division located at 4211 Groves Road.

Solicitation #SA005514, was publicly posted to the City of Columbus Vendor Services web site until August 15, 2014. The Fleet Management Division recommended a contract award to the most responsive and responsible bidder, API Security Services and Investigations Inc. in the amount of \$68,350.00 which was authorized by City Council by Ordinance 1986-2014.

This ordinance seeks authorization to modify and extend the existing API Security Services contract, thus representing the first of three (3) annual contract renewal/extension options, and authorizes a price increase request received on June 3, 2015 per the instructions in the original bid specs to be included in this contract extension. The request is for an hourly increase of \$.72 for a new total of \$15.20 per hour, \$72,500.00 annually to cover hours requested. The contractor pays responsible wage and health insurance benefits as required by Columbus City Codes.

Emergency action is requested to allow the security services to continue without interruption at the Fleet Maintenance Facility.

Fiscal Impact: The Fleet Management Division budgeted \$70,000.00 for security services in 2015. The cost of this contract is \$72,500.00. A projected surplus in the fuel budget will cover the additional cost.

API Security Service Inc, contract compliance number is 35-2158980; expiration 01/28/2016.

#### Title

To authorize the Finance and Management Director, on behalf of the Fleet Management Division, to modify and extend an existing contract with API Security Services for security services at the Fleet Maintenance building at 4211 Groves Road; to authorize the expenditure of \$72,500.00 from the Fleet Management Services Fund; and to declare an emergency. (\$72,500.00)

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**Body** 

WHEREAS, the Purchase Order/Contract No. EL016336 for security services for the Fleet Maintenance Facility at 4211 Groves Road was authorized by Ordinance 1986-2014, with three (3) one-year renewal options; and

WHEREAS, the Fleet Management Division wishes to modify and extend the contract as provided for in the contract; and

WHEREAS, an emergency exists in the usual daily operations of the Department of Finance and Management, Fleet Management Division, in that it is immediately necessary to modify the contract for security services for the fleet maintenance facility at 4211 Groves Road for the preservation of public peace, property, health, safety and welfare, now, therefore:

#### BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBUS:

Section 1. That the Finance and Management Director, on behalf of the Fleet Management Division, is hereby authorized to modify and extend a contract with API Security Services, Inc for security services at the Fleet Maintenance building located at 4211 Groves Road.

Section 2. That the expenditure of \$72,500.00 or so much thereof that may be necessary in regard to the action authorized in Section 1, be and is hereby authorized and approved as follows:

Division: 45-05 Fund: 513

OCA Code: 451206 Object Level 1:03 Object Level 3:3398 Amount: \$72,500.00

Section 3. That the monies in the foregoing Sections shall be paid upon order of the Director of Finance and Management, and that no order shall be drawn or money paid except by voucher, the form of which shall be approved by the City Auditor.

Section 4. That the City Auditor is authorized to make any accounting changes to revise the funding source for all contracts or contract modifications associated with this ordinance.

Section 5. That for reasons stated in the preamble hereto, which is made a part thereof, this ordinance is hereby made a part thereof, this ordinance is hereby declared an emergency measure and shall take effect and be in force from and after its passage and approval by the Mayor, or ten days after passage if the Mayor neither approves nor vetoes the same.

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