



Purchasing Department

50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199

(561) 616-6800

FAX: (561) 242-6744

www.pbcgov.com/purchasing



**Palm Beach County
Board of County
Commissioners**

Dave Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Maria G. Marino

Gregg K. Weiss

Maria Sachs

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"



June 22, 2021

Form L

Norred & Associates, Inc.
Karen Sullivan
P.O. Box 82352
Atlanta, GA 30354-0352

TERM CONTRACT # 17015RC

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is entering into a Term Contract with your company for UNIFORMED SECURITY GUARD SERVICES, JUDICIAL/GENERAL based on:

[x] RENEWAL OF CONTRACT based on SOLICITATION # 17-015R/MB in accordance with all original terms, conditions, specifications and prices with no deviation.

[x] OTHER: Cost of Living, 3% increase per Term # 18

The term of this contract is 7/12/2021 through 7/11/2022, and has an estimated dollar value of \$8,786,195.53.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

County User Departments will issue individual "Delivery Orders" against this contract as your authorization to deliver. The original invoice must be sent to the address on the Delivery Order ("DO") and must reference the DO number (e.g., DO 680 XY03030500000001111). A copy of the invoice may be sent to the County User Department. Invoices submitted on carbon paper shall not be accepted. In order for the County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's bid/quote/response must be exactly the same as it appears on the invoice and in the County's VSS system that can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. Failure to comply with the foregoing may result in a delay in processing payment.

If you have any questions, please contact Sandy Shea, Senior Buyer at sshea@pbcgov.org.

Sincerely,

Kathleen Scarlett
Purchasing Director

c: Countywide
File

Board of County Commissioners

Mary Lou Berger, Mayor
Hal R. Valeche, Vice Mayor
Paulette Burdick
Shelley Vana
Steven L. Abrams
Melissa McKinlay
Priscilla A. Taylor



County Administrator

Verdenia C. Baker

Purchasing Department
www.pbcgov.org/purchasing

**BOARD OF COUNTY COMMISSIONERS
NOTICE OF SOLICITATION
BID #17-015R/MB**

**UNIFORMED SECURITY GUARD SERVICES, JUDICIAL AND GENERAL LOCATIONS,
TERM CONTRACT (RE-BID)**

FOR MANDATORY PRE-BID CONFERENCE INFORMATION, SEE TERM AND CONDITION #11 OF THIS SOLICITATION

BID SUBMISSION DATE: MARCH 9, 2017 AT 4:00 P.M.

It is the responsibility of the bidder to ensure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to Palm Beach County Purchasing Department at (561) 616-6800.

BIDDERS SHALL PROVIDE A RESPONSE IN A SEALED PACKAGE OR CONTAINER SIGNED BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY OR FIRM. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR BID.

Protests can be accepted only during the five (5) business day posting period.

C A U T I O N

In order to do business with Palm Beach County, vendors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our VSS system. It is the vendor's sole responsibility to routinely check our VSS system for any amendments that may have been issued prior to the deadline for receipt of bids.

Palm Beach County shall not be responsible for the completeness of any Invitation for Bid that was not downloaded from our VSS system or obtained directly from the Purchasing Department.

**In accordance with the provisions of ADA,
this document may be requested in an alternate format.**

**50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199
(561) 616-6800 FAX: (561) 616-6811**

BOARD OF COUNTY COMMISSIONERS

Palm Beach County

INVITATION FOR BID

BID #17-015R/MB	BID TITLE: UNIFORMED SECURITY GUARD SERVICES, JUDICIAL AND GENERAL LOCATIONS, TERM CONTRACT (RE-BID)	
PURCHASING DEPARTMENT CONTACT: KRISTEN A. MONNETT		TELEPHONE NO.: (561) 616-6824
FAX NO.: (561) 242-6724	E-MAIL ADDRESS: kmonnett@pbcgov.org	

All bid responses must be received on or before March 9, 2017, prior to 4:00 p.m., Palm Beach County local time. **SUBMIT BID TO:** Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199.

This Invitation for Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Attachments, Amendments (if issued), and / or any other referenced document form a part of this bid solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

PURPOSE AND EFFECT: It is the purpose and intent of this solicitation to secure bids for item(s) and / or services as listed herein. The selected awardee is hereby placed on notice that acceptance of its bid by Palm Beach County shall constitute a binding contract.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

GENERAL CONDITIONS

1. GENERAL INFORMATION

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between Palm Beach County and the successful bidder. Changes to this Invitation for Bid may be made only by written amendment issued by the County Purchasing Department. Bidders are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department contact in writing in sufficient time to permit a written response prior to the published bid submission time. Oral explanations or instructions given by any County agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by the County.

The obligations of Palm Beach County under this award are subject to the availability of funds lawfully appropriated for its purpose.

2. LEGAL REQUIREMENTS

- a. **COMPLIANCE WITH LAWS AND CODES:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Bidder certifies that all products (materials, equipment, processes, or other items supplied in response to this bid) contained in its bid meets all ANSI, NFPA, and all other Federal and State requirements. Bidder further certifies that, if it is the successful bidder, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the bidder.

Any toxic substance provided to the County as a result of this solicitation or resultant contract shall be accompanied by its Safety Data Sheet (SDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the successful bidder and Palm Beach County for any terms and conditions not specifically stated in the Invitation for Bid.

- b. **DISCRIMINATION PROHIBITED:** Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, the successful bidder warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression or genetic information. Per Resolution R-2014-1421, as may be amended, the successful bidder shall comply with the requirements set forth in Section 3.n. hereinbelow.

- c. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful bidder's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

- d. **CRIMINAL HISTORY RECORDS CHECK ORDINANCE:** Pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County will conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees of vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be either a critical facility ("Critical Facilities") or a criminal justice information facility ("CJI Facilities"), which are critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as amended. In October 2013, compliance with the requirements of the U. S.

Federal Bureau of Investigations CJI Security Policy was added to the Ordinance, which includes a broad list of disqualifying offenses. The bidder is solely responsible for understanding the financial, schedule, and / or staffing implications of this Ordinance. Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE / FBI fees that shall be paid by the County.

- e. **PUBLIC ENTITY CRIMES:** F.S. 287.133 requires Palm Beach County to notify all bidders of the following: "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 bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
- f. **NON-COLLUSION:** Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor bid list(s), and / or debarment or suspension from doing business with Palm Beach County.

- g. **LOBBYING:** Bidders are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a bidder or anyone representing the bidder from communicating with any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract regarding its bid, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date / time of the deadline for submission of the bid, and terminates at the time that the Board of County Commissioners or a County Department authorized to act on their behalf, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process.

Bidders may, however, contact any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract, via written communication, i.e., facsimile, e-mail or U.S. mail. Violations of the "Cone of Silence" are punishable by a fine of \$250.00 per violation.

- h. **CONFLICT OF INTEREST:** All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, all bidders shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.
- i. **SUCCESSORS AND ASSIGNS:** The County and the successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither the County nor the successful bidder shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.
- j. **INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability,

losses and / or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and / or resultant contract.

- k. **PUBLIC RECORDS, ACCESS AND AUDITS:** Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential. All submitted information that the responding bidder believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07 and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

The bidder shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, at the Bidder's place of business.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Bidder: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), F.S.**, the Bidder shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Bidder is specifically required to:

1. Keep and maintain public records required by the COUNTY to perform services provided under this Contract.
2. Upon request from the COUNTY's Custodian of Public Records ("County's Custodian") or COUNTY's representative/liaison, on behalf of the County's Custodian, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Bidder further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
3. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Bidder does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
4. Upon completion of the Contract, the Bidder shall transfer, at no cost to the COUNTY, all public records in possession of the Bidder unless notified by COUNTY's representative/liaison, on behalf of the County's Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the Bidder transfers all public records to the COUNTY upon completion of the Contract, the Bidder shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon completion of the Contract, the Bidder shall meet all applicable requirements for retaining public records. All records stored electronically by the Bidder must be provided to the COUNTY, upon request of the County's Custodian or the COUNTY's representative/liaison, on behalf of the County's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Bidder acknowledges that it has familiarized itself with the requirements of Chapter 119, F. S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the Bidder to comply with the requirements of this Section, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

- i. INCORPORATION, PRECEDENCE, JURISDICTION:** This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be held in Palm Beach County and the contractual obligations shall be interpreted according to the laws of Florida.
- m. LEGAL EXPENSES:** The County shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.
- n. NO THIRD PARTY BENEFICIARIES:** No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the County and / or successful bidder.
- o. SCRUTINIZED COMPANIES (WHEN CONTRACT VALUE IS GREATER THAN \$1 MILLION):** As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance of this Invitation for Bid, the BIDDER certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by BIDDER, the resulting Contract from this Invitation for Bid may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

3. BID SUBMISSION

- a. SUBMISSION OF RESPONSES:** All bid responses must be submitted on the provided Invitation for Bid "Response" Form. Bid responses on vendor letterhead / quotation forms shall not be accepted. Responses must be typewritten, written in ink or a photocopy and must be signed by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.** Bid responses are to be submitted to the Palm Beach County Purchasing Department no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container bearing the bid number for proper handling.
- b. CERTIFICATIONS, LICENSES AND PERMITS:** Unless otherwise directed in sub-paragraph d. (Local Preference) or the Special Conditions of this bid, bidder should include with its bid a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder shown on the bid response page. It shall also be the responsibility of the successful bidder to maintain a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete this contractual service at no additional cost to Palm Beach County. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the bidder should include the current Local Business Tax Receipt (Occupational License) issued to the bidder in the response. It is the responsibility of the successful bidder to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.
- c. SBE BID DOCUMENT LANGUAGE**

Item 1 – Policy

It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods, services and construction to the County. To that end, the Board of County Commissioners adopted a Small Business Ordinance which is codified in Sections 2-80.21 through 2-80.34 (as amended) of the Palm Beach County Code, which sets forth the County's requirements for the SBE program, and is incorporated in this solicitation. Compliance with the requirements contained in this section shall result in a bidder being deemed responsive to SBE requirements. The provisions of this Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict. Although preferences will not be extended to certified M/WBEs, unless otherwise provided by law, businesses eligible for certification as an M/WBE are encouraged to maintain their certification in order to assist in the tracking of M/WBE availability and awards of contracts to M/WBEs. This information is vital to determining whether race and gender neutral programs assist M/WBE firms or whether race and gender preferences are necessary in order to address any continued discrimination in the market.

Item 2 – SBE Goals

The County has established a minimum goal of 15% SBE participation for all County solicitations, inclusive of all alternates and change orders. This goal is a minimum, and no rounding will be accepted.

Item 3 – Ranking of Responsive Bidders

Bidders who meet the SBE goal will be deemed to be responsive to the SBE requirement.

- a. In evaluating competitive bids or quotes between \$1,000 and one million dollars (\$1,000,000) where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirement as long as the bid does not exceed the low bid amount by 10%. In the event there are no bidders responsive to the SBE requirement, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, as long as the bid does not exceed the low bid amount by ten percent (10%).
- b. In evaluating bids in excess of one million dollars (\$1,000,000), where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirements provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars (\$100,000) plus three percent (3%) of the total bid in excess of one million dollars (\$1,000,000). In the event there are no bidders responsive to the SBE goal, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars (\$100,000) plus three percent (3%) of the total bid in excess of one million dollars (\$1,000,000).

Item 4 – Bid Submission Documentation

SBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 and Schedule 2, listing the work to be performed by their own workforce, as well as the work to be performed by any SBE subcontractor. Failure to include this information on Schedule 1 will result in the participation by the SBE prime bidders own workforce NOT being counted towards meeting the SBE goal. This requirement applies even if the SBE contractor intends to perform 100% of the work with their own workforce.

Bidders are required to submit with their bid the appropriate SBE-M/WBE schedules in order to be deemed responsive to the SBE requirements. SBE-M/WBE documentation to be submitted is as follows:

Schedule 1 – List of Proposed SBE and M/WBE Participation

This list shall contain the names of the SBE Prime SBE and subcontractors intended to be used in performance of the contract, if awarded. This schedule shall also be used if an SBE prime bidder is utilizing ANY subcontractors.

(Only Job Order Contracting (JOC) contracts and Task Authorizations for annual contracts may be excluded from this requirement.)**Schedule(s) 2 – Letter(s) of Intent to Perform as an SBE or M/WBE Subcontractor**

A Schedule 2 shall be completed by the SBE Prime. A Schedule 2 shall be completed and signed by the proposed SBE subcontractor listed on Schedule 1. SBE Primes and SBE Subcontractors shall specify the type of work to be performed, the cost and / or percentage. If the SBE intends to subcontract any portion of the job to another certified SBE, or non-SBE, they are required to list the amount and the name of the subcontractor on this form. The Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor. Additional sheets may be used as needed. In lieu of a Schedule 2, a detailed responsive proposal may be acceptable.

Item 5 – SBE Certification

Only those firms certified by Palm Beach County at the time of bid submission shall be counted toward the established SBE goals. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN**

SBE WITH PALM BEACH COUNTY. It is the responsibility of the bidder to confirm the certification of any proposed SBE; therefore, it is recommended that bidders visit the on-line Vendor Directory at www.pbcgov.org/osba to verify SBE certification.

Item 6 – Counting SBE Participation (and M/WBE Participation for Tracking Purposes)

- a. Once a firm is determined to be an eligible SBE according to the Palm Beach County certification procedures, the County or the Prime may count toward its SBE goals only that portion of the total dollar value of a contract performed by the SBE. Prior to issue, total dollar value of a contract will be determined by the PBC user department by defining factors to be considered as value. Total dollar value of retail contracts shall be determined by Gross Receipts.
- b. The County may count toward its SBE goals the total value of a contract awarded to an eligible SBE firm that subsequently is decertified or whose certification has expired after a contract award date or during the performance of the contract.
- c. The County or Prime may count toward its SBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the SBE partner in the joint venture.
- d. The County or Prime may count toward its SBE goal the entire expenditures for materials and equipment purchased by an SBE subcontractor, provided that the SBE subcontractor has the responsibility for the installation of the purchased materials and equipment.
- e. The County or Prime may count the entire expenditure to an SBE manufacturer (i.e., a supplier / distributor that produces goods from raw materials or substantially alters the goods before resale).
- f. The County or Prime may count sixty percent (60%) of its expenditure to SBE suppliers / distributors that are not manufacturers.
- g. The County or Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor.
- h. The County or Prime may only count toward its SBE goal the goods and services in which the SBE is certified and performs with its own forces.

Item 7 – Responsibilities After Contract Award**Schedule 3 – SBE-M/WBE Activity Form**

This form shall be submitted by the prime contractor with each payment application when SBE subcontractors are utilized in the performance of the contract. This form shall contain the names of all SBE subcontractors, specify the subcontracted dollar amount for each subcontractor and show amount drawn and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

Schedule 4 – SBE-M/WBE Payment Certification

A Schedule 4 for each SBE sub shall be completed and signed by the proposed SBE after receipt of payment from the Prime. If a SBE subcontractor intends to disburse any funds associated with this payment to any subcontractor for labor provided on this contract, the amount and name of the subcontractor must be listed on this form. In addition, if the named subcontractor is a certified SBE, then a Schedule 4 shall be completed and signed by the named SBE after receipt of payment from the SBE subcontractor. When applicable, the Prime shall submit this form with each application submitted to the County for payment to document payment issued to a sub

in the performance of the contract.

All bidders hereby assure that they will meet the SBE participation percentages submitted in their respective bids with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidders agree to provide any additional information requested by the County to substantiate participation.

The successful bidder shall submit an SBE-M/WBE Activity Form (Schedule 3) and SBE-M/WBE Payment Certification Forms (Schedule 4) with each payment application. Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted. The SBE-M/WBE Activity Form is to be filled out by the Prime Contractor and the SBE-M/WBE Payment Certification Forms are to be executed by the SBE or M/WBE firm to verify receipt of payment.

Item 8 – SBE Substitutions

After contract award, the successful bidder will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBE's in order to maintain the SBE percentages submitted with the bid. Requests for substitutions must be submitted to the user Department and OSBA.

- d. **LOCAL PREFERENCE ORDINANCE:** In accordance with the Palm Beach County Local Preference Ordinance, a preference may be given to (1) bidders having a permanent place of business in Palm Beach County or (2) bidders having a permanent place of business in the Glades that are able to provide the goods or services within the Glades.

1. **Glades Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Glades Local Preference is given when a Glades business offers to provide the goods or services that will be procured for use in the Glades. If the lowest responsive, responsible bidder is a non-Glades business, all bids received from responsive, responsible Glades businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Glades Local Preference is calculated only for the purpose of determining local preference.
2. **Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Local Preference is given to bidders having a permanent place of business in Palm Beach County. If the lowest responsive, responsible bidder is a non-local business; all bids received from responsive, responsible local businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Local Preference is calculated only for the purpose of determining local preference.
3. To receive a Glades Local Preference or a Local Preference (collectively referred to as "local preference"), a bidder must have a permanent place of business in existence prior to the County's issuance of this Notice of Solicitation / Invitation for Bid. A permanent place of business means that the bidder's headquarters is located in Palm Beach County or in the Glades, as applicable; or, the bidder has a permanent office or other site in Palm Beach County or in the Glades, as applicable, where the bidder will produce a substantial portion of the goods or services to be purchased. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless the bidder is exempt from the business tax receipt requirement by law, and will be used to verify that the bidder had a permanent place of business prior to the issuance of this Notice of Solicitation / Invitation for Bid. In addition, the attached "Certification of Business Location" and Business Tax Receipt must accompany the bid at the time of bid submission. The Palm Beach County Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder / proposer to not receive a local preference.

- e. **DRUG FREE WORKPLACE CERTIFICATION:** In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality, and service are received by Palm Beach County.

- f. **CONDITIONED OFFERS:** Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.

g. **PRICING:**

1. Prices offered must be the price for new merchandise and free from defect. Unless specifically requested in the bid specifications, any bids containing modifying or escalation clauses shall be rejected.
2. The price offered must be in accordance with the unit of measure provided on the bid response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your bid.
3. All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
4. Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid submission to allow for evaluation and award.
5. Bidder warrants by virtue of bidding that prices shall remain firm for the initial and any subsequent term unless modified by a special condition.
6. In the event of mathematical error(s), the unit price shall prevail and the bidder's total offer shall be corrected accordingly. **BIDS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED BY THE BIDDER PRIOR TO BID SUBMISSION. IF THE CORRECTION IS NOT PROPERLY INITIALED, OR IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE BID SHALL BE REJECTED.**
7. Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.

- h. **SUBMITTING NO BID or NO CHARGE:** Bidders not wishing to bid on some items sought by this solicitation should mark those items as "no bid". If some items are to be offered at no charge, bidders should mark those items as "no charge". Items left blank shall be considered a "no bid" for that item, and the bid shall be evaluated accordingly.

- i. **ACCEPTANCE / REJECTION OF BIDS:** Palm Beach County reserves the right to accept or to reject any or all bids. Palm Beach County also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform.

Palm Beach County reserves the right to reject any offer or bid if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the County, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line

items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Director, citing the basis for the determination.

- j. **NON-EXCLUSIVE:** The County reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Palm Beach County reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.
- k. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** Palm Beach County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.
- l. **PERFORMANCE DURING EMERGENCY:** By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach County shall be given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to Palm Beach County during and after the emergency at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Bidder shall furnish a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute breach of contract and make the bidder subject to sanctions from doing further business with the County.
- m. **SALES PROMOTIONS / PRICE REDUCTIONS:** Should sales promotions occur during the term of the contract that lower the price of the procured item, the successful bidder shall extend to the County the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to Palm Beach County. Additionally, anytime after award, the successful bidder may offer a reduced price which shall remain in effect for the duration of the contract.
- n. **SUCCESSFUL BIDDER NON-DISCRIMINATION POLICY:** The successful bidder shall perform the following and shall use the attached form "Non-Discrimination Policy" in order to do the same:
 1. Submit to Palm Beach County a copy of its non-discrimination policy, which shall be consistent with the non-discrimination policy of Palm Beach County as set forth in Section 2.b. hereinabove; **OR**
 2. In the event that the successful bidder **does not** have a written non-discrimination policy, the successful bidder shall sign and submit to Palm Beach County a statement affirming that its non-discrimination policy is in conformance with Palm Beach County's non-discrimination policy as provided in Palm Beach County Resolution R-2014-1421, as may be amended.

The successful bidder shall satisfy the requirements set forth in this Section 3.n. prior to execution of a contract with Palm Beach County and within a time frame specified by Palm Beach County (normally within 2 working days of request). The successful bidder's failure to satisfy the requirements set forth in this Section 3.n. shall render its bid non-responsive. It is the responsibility of the successful bidder to maintain a non-discrimination policy that conforms with the County's policy as set forth in Section 2.b. hereinabove throughout the term of the

contract. Failure to meet this requirement shall be considered a default of contract.

4. BID SUBMISSION TIME / AWARD OF BID

- a. **OBSERVING THE PUBLISHED BID SUBMISSION TIME:** **The published bid submission time shall be scrupulously observed.** It is the sole responsibility of the bidder to ensure that their bid arrives in the Purchasing Department prior to the published bid submission time. Any bid delivered after the precise published time of bid submission shall not be considered, and shall be returned to the bidder unopened if bidder identification is possible without opening. Bid responses by telephone, electronics, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid submission time.
- b. **POSTING OF AWARD RECOMMENDATION:** Recommended awards shall be publicly posted for review, at the Purchasing Department and on the Purchasing Department website at www.pbcgov.org/purchasing prior to final approval, and shall remain posted for a period of five (5) business days. The official posting on the Purchasing Department website shall prevail if a discrepancy exists between the referenced listings.
- c. **PROTEST PROCEDURE:** Protest procedures are provided in the Palm Beach County Purchasing Code. Protests must be submitted in writing, addressed to the Director of Purchasing, via hand delivery, mail or fax to (561) 242-6705. Protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Purchasing Department. Failure to file protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of proceedings under the referenced County Code.

5. CONTRACT ADMINISTRATION

- a. **DELIVERY AND ACCEPTANCE:** Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and delivery dates must be met. Should the successful bidder fail to deliver on or before the stated dates, the County reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for Palm Beach County has, by inspection or test of such items, determined that they appear to fully comply with specifications. The Board of County Commissioners may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the County's specifications or performance standards.

- b. **FEDERAL AND STATE TAX:** Palm Beach County is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the successful bidder, upon request. Successful bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are successful bidders authorized to use the County's Tax Exemption Number in securing such materials.
 - c. **PAYMENT:** In order for Palm Beach County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the successful bidder's bid; must be exactly the same as it appears on the invoice and in Palm Beach County's VSS system which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. Successful bidders shall send **ALL ORIGINAL** invoices to the following address and may send copies of invoices to the Palm Beach County Department requesting the goods/services. Invoices submitted on carbon paper shall not be accepted.
- PALM BEACH COUNTY
FINANCE DEPT.
P.O. BOX 4036**

WEST PALM BEACH, FL 33402-4036

Payment shall be made by the County after goods / services have been received, accepted and properly invoiced as indicated in the contract and / or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation. Interest penalties will only be paid in accordance with the Florida Prompt Payment Act, Florida Statute 218.70.

Note: **Palm Beach County Vendors can now be paid by Credit Card via the County's voluntary Payment Manager Program.** For vendors who don't have a merchant account, one is needed to utilize the Program. For vendors with a merchant account, you will need to enroll with the Palm Beach County Clerk & Comptroller's office. For information, contact the Palm Beach County Clerk & Comptroller at pbcpaymentmgr@mypalmbeachclerk.com or 561-355-3295.

- d. **CHANGES:** The Director of Purchasing, Palm Beach County, by written notification to the successful bidder may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful bidder shall not amend any provision of the contract without written notification to the Director of Purchasing, and written acceptance from the Director of Purchasing or the Board of County Commissioners.
- e. **DEFAULT:** The County may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates this contract in whole or in part because of default of the successful bidder, the County may procure goods and / or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

If it is determined that the successful bidder was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful bidder), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience".

- f. **TERMINATION FOR CONVENIENCE:** The Director of Purchasing may, whenever the interests of the County so require, terminate the contract, in whole or in part, for the convenience of the County. The Director of Purchasing shall give five (5) days prior written notice of termination to the successful bidder, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the successful bidder has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the successful bidder shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the successful bidder shall terminate outstanding orders and / or subcontracts related to the terminated work.

- g. **REMEDIES:** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy

hereunder shall preclude any other or further exercise thereof.

6. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS:** Pursuant to Palm Beach County Code, Section 2-421 – 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
7. **BUSINESS INFORMATION:** If bidder is a Joint Venture for the goods / services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

THIS IS THE END OF "GENERAL CONDITIONS"

SPECIAL CONDITIONS

8. GENERAL / SPECIAL CONDITION PRECEDENCE

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

9. LOCAL PREFERENCE, GLADES LOCAL PREFERENCE, AND SBE ORDINANCE (LOT # 4 PALM TRAN ONLY)

The Palm Beach County Local Preference, Glades Local Preference, and SBE Ordinance **DO NOT APPLY TO LOT # 4 OF THIS SOLICITATION.**

10. SMALL BUSINESS

The successful bidder must commit, in writing, to provide an offer to mentor the Palm Beach County approved SBE selected by the bidder to fulfill the twenty percent (20%) SBE obligation. The successful bidder agrees to collaborate with Palm Beach County's Office Small Business Assistance (OSBA) to outline the bidder's mentorship program, to include, providing the selected SBE with access to corporate training, managerial and accounting support, and providing a timeline establishing the beginning and end of the aforementioned mentoring program. Approval of this plan is subject to approval by OSBA.

11. PRE-BID CONFERENCE (MANDATORY) NOT REQUIRED IF BIDDER PREVIOUSLY ATTENDED THE PRE-BID CONFERENCE ON 01/10/17, HOWEVER, IT IS RECOMMENDED.

All interested parties/bidders are **required** to attend a pre-bid conference which is scheduled to be held at Palm Beach County Purchasing, 50 S Military Trail, Suite #1N-142 West Palm Beach, FL 33415 on February 21, 2017 commencing at 1:00 p.m.

At this time, the County's representative, along with OSBA, will be available to answer questions relative to this Invitation for Bid (IFB). Any suggested modifications may be presented in writing to, or discussed with the County's representative(s) as possible amendments to the Invitation for Bid. **THE BIDDER'S FAILURE TO ATTEND THIS CONFERENCE SHALL RESULT IN DISQUALIFICATION OF THEIR BID.**

All interested parties/bidders shall sign an attendance sheet. The attendance sheet will be collected at 1:10 p.m. (10 minutes after stated start time) local time. Those arriving after the attendance sheet has been collected shall be considered as not in attendance for purposes of the mandatory pre-bid conference.

In accordance with the provisions of ADA, auxiliary aids or services will be provided upon request with at least three days notice.

12. POST AWARD MEETING

Within five (5) days after receipt of notification of award of bid, successful bidder shall meet with Electronic Services & Security Division representative(s) to discuss job procedures and scheduling.

The successful bidder shall contact Nancy Albert at 561-233-0808 to arrange meeting.

13. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the goods and/or service specified. The bidder shall, upon request, promptly furnish the County sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The bidder should submit the following information with their bid response; however, if not included, it shall be the responsibility of the bidder to submit all evidence, as solicited, within a time frame specified by the County (normally within two (2) working

days of request). Failure of a bidder to provide the required information within the specified time frame is considered sufficient cause for rejection of their bid. **Information submitted with a previous bid shall not satisfy this provision.**

- A. Bidder shall provide written evidence which indicates the following:
 - Total number of years in the security business,
 - Names of principals,
 - A minimum of five (5) years within the past eight (8) years showing security experience under the same name and with at least fifty-one percent (51%) of its officers being the same during the past eight (8) years,
 - General capabilities of the firm.
 1. Bidder shall complete and submit Attachment 1 herein to support this requirement.
- B. Bidder shall provide evidence that it has continuously employed, or managed through written subcontract, no less than one hundred (100) security guards for a two (2) year period.
 1. Bidder shall submit with bid, written evidence to support this qualification. Written evidence shall be submitted in the form of government tax forms for bidder's own employees or from subcontracts or a combination thereof.
- C. List a minimum of three (3) non-residential references in which similar services have been provided and include the scope of work, addresses, telephone numbers, reference contact name, contact phone number, contact email address, total dollar amount to contract, contract dates and total length of service. A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. The contact person must have been informed that they are being used as a reference and that Palm Beach County staff will be contacting them. **DO NOT** list persons who are unable to answer specific questions regarding the requirement. Palm Beach County cannot be listed as a reference. Non-residential clients are any clients other than individuals, property or homeowner associations, or congregate living facilities.
 1. Bidder shall complete and submit Attachment 2 herein to support this qualification.
- D. Bidder shall provide a list of all non-residential clients and their contact information with whom the Bidder has had a contract within the past five (5) years. The County will seek references from a minimum of one (1) client or twenty percent (20%) of clients submitted, or whichever is greater.
 1. Bidder shall complete and submit Attachment 3 herein to support this requirement.
- E. Bidder shall have successfully performed screening services on behalf of at least one (1) Circuit Court in the State of Florida (even if contracted for by the County or State) or another governmental entity in the State of Florida that has monthly screening volumes of no less than 50,000 at a single location, for no less than one (1) year within the last eight (8) years.
 1. Bidder shall submit with bid, written evidence to support this qualification. Written evidence is proof of contract that meets these requirements.
- F. County's annual estimated value of this Solicitation is \$6,287,251.00. Bidder shall supply non-residential contracts, with a combined annual value of no less than \$2,000,000.00.
 1. Bidder shall complete and submit Attachment 4 herein to support this qualification. Written evidence must include actual contract that meets these requirements.
- G. Bidder shall provide two (2) examples of contracts where the Bidder has utilized a subcontractor in each contract for no less than fifteen percent (15%) of the contract term to fulfill their contractual requirements.
 1. Bidder shall complete and submit Attachment 5 herein to support this requirement.
- H. Bidder shall provide examples of payroll record policies and five (5) examples within the last five (5) years of how the Bidder rectified any billing discrepancies (emails, payroll sheets, or written correspondence with the client). The actual documents must be provided with names, social security numbers and other personal information redacted, but all other information intact in their original format.
 1. Bidder shall submit with bid, written evidence to support this requirement.

- I. Bidder must provide written evidence (copies of current licenses/certifications) that show that the firm (bidder) or a principal in the firm who is licensed to contract the scope of work in Palm Beach County with the following:
 1. Class "B" Security Agency, or Class "BB" Security Agency Branch Office License, issued by the State of Florida, Division of Licensing.
 2. Licensing issued by the City and/or County where the local office is located and/or where security services will be provided.
 - a. Bidder shall submit with bid, a copy of all license(s) to support this qualification.

14. CRIMINAL HISTORY RECORDS CHECK (LOTS #1,2,4,5 and 6)

This solicitation includes sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to Palm Beach County Code Section 2-371 through 2-377, as amended, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), and Resolution R-2003-1274, as amended. County staff representing the User County Department will contact the recommended awardee(s) and provide specific instructions for meeting the requirements of this Ordinance. This provision applies to and must be adhered to by all vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering critical facilities or criminal justice information facilities.

Individuals passing the background check will be issued a badge. Contractor shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract work and return them to the County. If the contractor or its subcontractor terminates an employee who has been issued a badge, the Contractor must notify the County within two (2) hours. At the time of termination, the contractor shall retrieve the badge and return it to the County in a timely manner. The County reserves the right to suspend any Contractor that; 1) does not comply with the requirements of County Code Section 2-371 through 2-377 as amended; 2) does not contact the County regarding a terminated contractor employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

15. CRIMINAL HISTORY RECORDS CHECK (Palm Beach International Airport) (LOT #3)

SECURITY AND ACCESS at Palm Beach International Airport (PBIA). All individuals working at the airport must pass a Criminal History Records Check (CHRC) and any other background checks that may be required by the Department of Homeland Security. CHRC will be conducted at a minimum of every two years at the bidder's expense. All on-site personnel will require unescorted access authority onto the PBIA Security Identification Display Area (SIDA), Sterile Area and the Air Operations Area (AOA), will be required to submit to a finger-print based Criminal History Records Check that does not disclose that the individual has a disqualifying criminal offense, as listed in 49 CRF 1542.209. When determining if an individual will be granted unescorted access to the AOA, the Department of Airports Security Office will apply the policies and procedures set forth in 1542.209. An individual has a disqualifying criminal offense if the individual has been convicted, or found not guilty by reason of insanity, of any of the disqualifying crimes listed in 1542.209 in any jurisdiction during the ten (10) years before the date of the individual's application for unescorted access authority. Fingerprinting at PBIA is conducted electronically by the Airport Security Office, and submitted to the FBI after being reviewed by the designated authorized clearinghouse.

The fees are as follows: Criminal history check and fingerprinting - \$40.00 (company check, credit card or money order only). Annual badge fee - \$15.00. Lost badge replacement - \$100.00. Non-Returned badges fee \$100.00. The successful bidder shall be responsible for these fees. In addition, all badges must be returned to the Department of Airports, Security Office upon termination of services or removal of any employees. The Transportation Security Administration will take legal enforcement against persons (employees/employer) making any fraudulent or intentional false statements or entry on any security program, record application, report, access, or identification media, or any other document that is kept, made or used to show compliance. This applies to all *person* meaning an individual, firm partnership, corporation, company, association, joint-stock association, or governmental entity.

16. AWARD (ALL-OR-NONE)

Palm Beach County shall award this bid to the lowest, responsive, responsible bidder on an all-or-none, total offer basis. Therefore, it is necessary for a bidder to bid on every item in order to have a bid considered. It is also required that the bidder carefully consider each item, and make sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications the entire bid will be considered non-responsive. Additionally, if a bidder enters a No Bid, or N/A for any item, they will be considered non-responsive.

17. METHOD OF ORDERING (TERM CONTRACT)

A contract shall be issued for a term of twenty-four (24) months or until the estimated amount is expended, at the discretion of the County. The County will order on an "as needed" basis.

18. RENEWAL OPTION

The successful bidder shall be awarded a contract for twenty-four (24) months with the option to renew for three (3) additional twelve (12) month period(s). The option for renewal shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. Any renewal shall be subject to the appropriation of funds by the Board of County Commissioners. A renewal shall be revoked if a vendor is suspended by the Purchasing Department prior to the commencement of the renewal period.

The County shall provide a three percent (3%) cost of living increase to the successful bidder at each renewal period. One and a half percent (1 1/2%) of the increase shall be reflected in the Uniformed Security Guards hourly wage effective at the beginning of each renewal period. Proof of wage increase shall be provided to the Contract Administrator upon request.

19. RESPONSE TIME

Within two (2) hours of a post being vacated due to absenteeism, or for a Uniformed Security Guard being relieved of his post or for any other reason, successful bidder is required to re-fill the post with a qualified replacement.

20. ATTACHMENT(S)

Attachments 1,2,3,4,5 and Attachment A are included, are considered to be a component of this bid and shall be completed and submitted with your Bid response. **Failure to do so shall render your bid non-responsive.**

21. PERFORMANCE AND PAYMENT BOND

The successful bidder shall furnish a surety bond from a surety company acceptable to Palm Beach County as security for faithful performance of order(s) awarded as a result of this bid and for the payment of all persons performing labor, and on their furnishing material in connection therewith. Surety of such bond shall be in a dollar amount equal to the the Total Annual Offer. The attorney-in-fact who signs the bond must file with the bond a certificate and effective dated copy of power of attorney. Under no circumstances shall the successful bidder begin work until it has supplied to Palm Beach County an acceptable Performance and Payment Bond. Palm Beach County will accept any surety company listed on the current U.S. Treasury Circular #570 and licensed to do business in the State of Florida. **Failure to submit an acceptable Performance and Payment Bond shall result in disqualification of your bid.**

22. PAYROLL RECORDS

Successful bidder shall make available upon request all payroll records which pertain to employees assigned to a County facility under this contract when required to reconcile billing. These documents will include time sheets signed by the Uniform Security Guard, the associated guard schedule, billing invoice and Schedule 4 attached. These documents will be submitted to the Contract Administrator or designee every week.

Payroll shall be submitted weekly, shall be specified individually per facility, and listed by post positions. If at any time, a billing is submitted that is over or under the standard posts approved by the County, it shall be submitted uniquely marked.

23. CONTRACT ADMINISTRATOR AUDITS

The County, at its sole discretion, may conduct audits of successful bidder's employee files for compliance. The successful bidder shall keep orderly and complete records of its accounts and operations and shall keep open these records to inspection by County personnel at reasonable hours during the entire term of this contract, plus three (3) years after the ending date of this contract. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond this period, the records shall be maintained until all litigation, claim or audit findings involving the records have been resolved. Any person duly authorized by the County shall have full access to and the right to examine any of the said records during said period, and the County shall bear the costs of all audits.

24. INSURANCE REQUIREMENTS

A. SECURITY GUARD COMMERCIAL GENERAL LIABILITY/PROFESSIONAL (E&O) LIABILITY

Successful bidder shall agree to maintain Security Guard Commercial General Liability and Security Guard Professional (E&O) Liability. These coverages may be provided by the same policy or written separately. When the two coverages are provided by the same policy the higher limit, including specified coverages and conditions, shall apply. The following coverages, limits and conditions shall agree to be maintained.

Security Guard Commercial General Liability shall have a minimum limit of \$3,000,000 per occurrence combined single limit for bodily injury and property damage liability. Coverage shall include, but not limited to, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage.

Security Guard Professional E&O Liability shall have a minimum limit of \$3,000,000 per occurrence combined single limit. The coverage shall include, but not be limited to, Personal Injury, Assault & Battery, False Arrest, & Firearms. A self-insured retention shall not be greater than \$10,000, unless approved by the County's Risk Management Department. When written on a "Claims-Made" basis, the successful bidder shall agree to purchase and pay for any Supplemental Extended Reporting Period offered for a time limit not less than three (3) years.

A combination primary and excess layered program may satisfy the limit requirement.

In addition to the indemnification provided for in the General Conditions, the successful bidder shall release, indemnify and hold harmless the Sheriff, and his agents, officers and employees, from any claims, liability, losses and/or causes of action arising from or in connection with the Sheriff's administration of said contract, or which may arise from the negligent act or omission of the contractors, its subcontractors, agents, servants, or employees during the course of performing the services pursuant to this bid.

B. BUSINESS AUTO LIABILITY

Successful bidder shall maintain Business Auto Liability with minimum limits of \$500,000 per occurrence combined single limit for bodily injury and property damage liability. Coverage shall include all Owned Autos, Hired-Auto, and Non-Owned Auto Liability coverage under a separate policy or endorsed to the Security Guard Commercial General Liability

C. WORKER'S COMPENSATION & EMPLOYERS LIABILITY

Successful bidder shall maintain Worker's Compensation & Employers Liability applying to ALL employees for Statutory Limits in compliance with Florida Statute 440.02 and applicable federal laws. Coverage must include Employers Liability with minimum limits of \$100,000 Each Accident, \$500,000 Disease-Policy Limit, and \$100,000 Disease-Each Employee. A Certificate of Exemption from the Worker's Compensation Law shall not satisfy this requirement unless submitted for review and approval by the County's Risk Management Department.

D. ADDITIONAL INSURED CLAUSE

Successful bidder agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured or its equivalent Designated Person or Organization endorsement to the Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Ric L. Bradshaw, Sheriff of Palm Beach County, the Palm Beach County Sheriff's office, its Officers, Agents and Employees must also be listed as additional insured. Coverage shall be provided on a primary basis.

E. OTHER INSURANCE CONDITIONS

Required insurance may be subject to the review and acceptance by County as to types of coverage, forms, and acceptability of the insurers, who shall be authorized and licensed to do business under the insurance laws of the State of Florida.

The requirements contained herein as to types and limits, as well as County's approval of insurance coverage to be maintained by successful bidder are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by successful bidder under the agreement.

Successful bidder shall agree the coverages, including the Additional Insured endorsements, required by this agreement shall be primary as respects to County's insurance.

Successful bidder shall agree to deliver to County certificates of insurance, evidencing that such policies are in full force and effect prior to the ratification of this agreement. Furthermore, said certificates of insurance shall provide thirty (30) days written notice to County prior to any adverse change, cancellation, or non-renewal of coverage there under.

Successful bidder shall agree to monitor and enforce the same insurance requirements referenced above with any subcontractors with whom the successful bidder has subcontracted work or services to.

**SPECIFICATIONS
BID #17-015R/MB**

**UNIFORMED SECURITY GUARD SERVICES, JUDICIAL AND
GENERAL LOCATIONS, TERM CONTRACT (RE-BID)**

1. PURPOSE AND INTENT

The sole purpose and intent of this Invitation for Bid (IFB) is to secure firm, fixed hourly rates and establish a term contract for Uniformed Security Guard Services at various Judicial facility and General facility locations throughout Palm Beach County for Uniformed Security Guards I, II, III, IV, V, VI and Site/Field Supervisor.

Services shall be in accordance with all terms, conditions and specifications listed herein. Additionally, services shall be completed in a professional manner and at the highest and most effective level of security services.

2. WORK HOURS AND LOCATIONS

Uniformed Security Guard services shall be required at various Judicial and General facility locations throughout Palm Beach County. Upon award of contract, the County shall coordinate mandated hours for security services with the successful bidder based on work location.

3. START DATE

The start date for the successful bidder is estimated to be seventy-five (75) days after award.

4. GENERAL REQUIREMENTS

The following requirements apply to all personnel and services that the successful bidder provides under this contract:

- A. Judicial Uniformed Security Guards may be located at any judicial facility within Palm Beach County.
- B. General Locations Uniformed Security Guards, with the exception of the Airport-based Uniformed Security Guard III (PBIA) level, may be located at any General location within Palm Beach County under this contract.
- C. The successful bidder shall at all times provide and maintain adequate numbers of properly trained personnel and an adequate supply of all necessary supplies and equipment in order to be able to fully and timely perform its obligations under this contract.
- D. Within two (2) hours of a post being vacated due to absenteeism, or for a Uniform Security Guard being relieved of his post or for any other reason, successful bidder is required to re-fill the post with a qualified guard. Successful bidder cannot allow previous post guard to leave post until a relief guard arrives.
- E. The successful bidder guarantees a pool of available qualified and trained Uniformed Security Guards for Non-Routine Work. For informational purposes only, Non-Routine work can be 100 hours/week between all Facilities, but is not consistent from week to week or month to month. This historical data is for informational purposes only and bidder cannot rely on, or be limited by, this data.
- F. No Uniformed Security Guard assigned under this contract shall work more than twelve (12) continuous hours on a shift, unless approved by the County or on an as needed basis for hold-overs up to two (2) hours for the sole purpose of covering absenteeism, providing the Uniformed Security Guard remains capable of performing all job duties.
- G. Uniformed Security Guards assigned under this contract shall not work with less than eight (8) hours rest period between shifts, inclusive of any shift(s) worked at any other location not covered by this contract.
- H. Uniformed Security Guards shall report for duty at the designated starting time, and shall not leave their assigned post until properly relieved by the relief Uniformed Security Guard or at the designated end of the shift if no relief Uniformed Security Guard is assigned.

- I. The successful bidder shall be responsible for preparing all work schedules in accordance with County site requirements and assuring that each posted shift is manned as required. Work schedules are to be submitted to the Contract Administrator in Microsoft Excel format on the 1st of each month for the following month and all work schedules must be approved by the Contract Administrator prior to being initiated.
- J. The successful bidder shall only assign security officers employed on a full time basis (thirty (30)+ hours/week) to fill posts in this Bid. This requirement for full time does not apply to posts: 1) made necessary as a result of hold-over's, 2) made necessary as a result of special events, and 3) posts where the duration of the shift is entirely outside business hours. The County may waive this requirement, in its sole discretion, on a case by case basis upon request of the successful bidder when it is determined to be in the County's best interest to waive the requirement.
- K. The successful bidder's representative shall schedule and hold regular monthly meetings with the Contract Administrator and/or County Representative to ensure that all services are satisfactory and meet the User Agency's requirements.
- L. If the Contract Administrator or County Representative requests a special meeting with the successful bidder's management to discuss the service or problems which have occurred, the successful bidder shall be responsive and have a representative meet with the user agency within twenty-four (24) hours (or at another time set by the User Agency).
- M. At the Contract Administrator request, Uniformed Security Guard(s) may be required to punch a time card utilizing a time clock and cards provided by the County. In these situations, the billing is to be reconciled utilizing the time card(s). Any missed punches must be initialed by the Contract Administrator or designee. Successful bidder will only bill the County for actual hours worked performing security work authorized under this contract.
- N. The successful bidder shall be responsible for all damage to the facilities, work areas and County equipment that are caused in any way by the successful bidder, its officers, employees, agents, subcontractors, vendors, suppliers or invitees. In the event of any such damage, the County may repair such damage and/or replace any such equipment and the successful bidder shall reimburse the County for all expenses incurred by the County in doing so. The successful bidder shall reimburse the County for such expenses within fifteen (15) days after receipt of an invoice from the County. The County will provide County equipment as outlined in the approved Post Orders. This may include, but not limited to:
 - 1. Communications, either by radio or telephone.
 - 2. Weatherized golf cart, which shall be provided and maintained by the County.
 - 3. Guard Tour system scanner and charger.
 - 4. Any and all computers, scanners, faxes issued by Palm Beach County as well as their associated support devices (e.g. keyboard, printer and mouse).
 - 5. Uniformed Security Guards are prohibited from using any County owned or leased equipment such as copy machines, computers, fax machines, coffee makers, etc., without the express, written approval of the Contract Administrator.
- O. All Post Orders shall be developed by the County and shall be site specific. Within one (1) week from award of contract, the Post Orders shall be provided to the successful bidder for review and discussion regarding implementation. The successful bidder shall perform in accordance with the site-specific Post Orders established by the Contract Administrator. The County, at any time during the term of this contract, may make changes to Post Orders as it deems necessary. The County shall notify the successful bidder of such changes.
 - 1. The successful bidder shall provide written documentation for each staff person assigned to a post which shows the staff person has been successfully trained on the proper operation and care of all equipment the staff member is required to use or operate while working at the post. The documentation shall include the staff member's name, the equipment on which the staff member was trained and the date of the training.
 - 2. Uniformed Security Guards shall be familiar with the physical makeup of the assigned facility and shall perform the duties as described in the Post Orders.

3. Any/all successful bidder's personnel shall follow instructions and/or lawful orders given by the Contract Administrator or designee.
4. Under exigent circumstances, it may be necessary for the Contract Administrator to supply the successful bidder with changes to the Uniformed Security Guards' Post Orders as necessitated by the circumstances; the changes shall be within the scope of the contract.
5. Uniformed Security Guards shall be responsive to the special requirements of County sites or activities conducted at County sites as outlined by Palm Beach County personnel. The special requirements will be addressed in the Uniformed Security Guards' Post Orders by the successful bidder and be within the scope of contract.

- P. Whenever the successful bidder receives a new request to supply personnel for a new post under this contract, a member of the successful bidder's management shall set up a meeting with the Contract Administrator or designee to define requirements for the post and exchange contact information.
- Q. No Uniformed Security Guard is to be assigned to any post without site-specific training by a qualified representative of the successful bidder who is familiar with the required duties of the site. Within one (1) week of assignment of new personnel, the successful bidder's account manager or supervisor shall meet with the Uniformed Security Guard to certify that he/she is thoroughly familiar with the Post Orders and required duties. Documentation shall be provided to the Contract Administrator certifying completion of this requirement.
- R. The County shall perform fingerprint-based criminal history record checks for all Uniformed Security Guards employed under this contract, before he/she is allowed unescorted access to Critical/CJI County facilities. This requirement is in addition to any requirements of the successful bidder and will be done at the cost of the County.
1. This records check shall be performed at County expense, with the exception of the PBIA Uniformed Security Guard III category, as specified herein for Lot #3
 2. Once the records check is complete, the Uniformed Security Guard will be issued an ID card.
 3. The successful bidder should allow a minimum of one (1) week for this process before assigning any Uniformed Security Guard to work without an approved escort. Approved escorts must be approved in writing by County.

NOTE: The successful bidder shall follow the PBIA/TSA procedures with candidates to be assigned as Uniformed Security Guard III at PBIA (Lot #3).

- S. If any Uniformed Security Guard assigned to any post under this contract is arrested for any reason during the term of this contract, the successful bidder shall, upon becoming aware of such arrest, notify the Contract Administrator and remove said Uniformed Security Guard from the facility immediately while awaiting case disposition.
- T. Any Uniformed Security Guard or Site/Field Supervisor that the County considers to be unsatisfactory shall be replaced at the County's discretion. Any successful bidder's employee requested to be removed by the County shall not be returned to duty at any County facility without prior written consent from the County.
- U. If successful bidder provides vacation or holiday time to its employees:
1. Qualified substitute employees shall be provided to perform the services during all such vacation or holiday periods.
 2. Substitute personnel shall meet any/all training specifications, and the successful bidder shall furnish such documentation upon request.
 3. The County shall pay the standard contracted hourly rate except for those listed as paid holidays observed by Palm Beach County.
- V. Paid contract holidays observed by Palm Beach County consist of New Year's Day, 4th of July, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. The County shall pay one and a half (1 ½) the standard hourly rate for Uniformed Security Guards working approved holidays.

- W. Successful bidder represents that it is fully experienced and properly qualified to perform the class of services required by this contract and are properly licensed, organized and financed to perform such work.
- X. The successful bidder shall act as an independent contractor and not as the agent of the County in performing the contract duties and maintaining complete control over its employees and all of its subcontractors.
- Y. The successful bidder shall use its best efforts to coordinate its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of any tenants or occupants of the premises, or be offensive to others at any facility.
- Z. Uniformed Security Guards shall remain alert at all times while on duty. **Sleeping while on duty is absolutely prohibited.** Any Uniformed Security Guard found sleeping on duty is to be removed and not assigned to another County facility.
- AA. Uniformed Security Guards shall take action, as required, for each situation encountered. A report shall be completed immediately or when it is safe to do so and forwarded to the Contract Administrator. All reports are to be received by the Contract Administrator no later than twenty-four (24) hours after any incident.
- BB. Uniformed Security Guards shall be required to log all after-hours persons upon entering and leaving of the assigned facility. Uniformed Security Guards are required to verify after-hour access is approved prior to permitting entry into the facility. Proof of identification shall be required for persons entering a facility after-hours. Uniformed Security Guards shall be required to check County issued access badges to determine if vendors or contractors are permitted to have unescorted access to certain critical County facilities.
- CC. Uniformed Security Guards are not permitted to watch television while on duty at any County facility.
- DD. Uniformed Security Guards are not permitted to smoke cigarettes or e-cigarettes within one hundred feet (100) of any entrance door or air intake into the building. Uniformed Security Guards will only smoke during their authorized break times and within designated smoking areas.
- EE. Uniformed Security Guards shall not solicit or accept gratuities for any reason whatsoever from employees, tenants, citizens or other persons using the premises.
- FF. The successful bidder shall ensure that each person working at a screening checkpoint where X-ray is used wears an individual personnel dosimeter. Each dosimeter shall be evaluated at the end of each calendar quarter. A record of operator duty time and the results of dosimeter evaluations shall be maintained by the successful bidder. These records will be made available to the County representative upon request. The successful bidder shall pay all costs related to the dosimeter badges, including but not limited to evaluating and servicing. A record of operator duty time and the results of dosimeter evaluations shall be maintained by the successful bidder. These records will be made available to the Contract Administrator upon request.
- GG. The County shall not be responsible for any travel expenses or parking fees of successful bidder unless specifically provided in the contract. Successful bidder's Uniformed Security Guards posted at the Satellite judicial locations, shall park in the parking area provided for County employees at all judicial facilities.
- HH. Successful bidder shall ensure that lost, or apparently lost articles, found by the successful bidder's employee(s) be turned in immediately to the County or designated representative.
- II. Uniformed Security Guards shall perform crowd control measures as required.
- JJ. Uniformed Security Guards are prohibited from conducting any illegal activities which are prohibited on Palm Beach County property.
- KK. Uniformed Security Guards shall not have unauthorized visitors.
- LL. Uniformed Security Guards shall perform other appropriate duties as outlined in the scope of this contract.

5. **COUNTY'S RESPONSIBILITIES**

The County shall:

- A. Designate a Contract Administrator from the Facilities Development and Operations Department, Electronic Services and Security Division who shall act on behalf of the County with respect to monitoring the successful bidder's performance under this contract. The Contract Administrator has the right to designate a person from the Palm Beach County Sheriff's Office or the user department to be the liaison for the day to day operations under this contract.
- B. Notify the successful bidder, in writing, of the name and contact information of the Contract Administrator at the time of award. The Contract Administrator shall have complete authority to require the successful bidder to comply with all provisions of this contract.
- C. Provide the successful bidder with all utility services generally available in all County facilities and required by the successful bidder to perform its obligations and functions under this contract.
- D. Coordinate the operations and activities of all County facilities in order to minimize interference with performance by the successful bidder.
- E. The County shall be physically and financially responsible for the routine repair, maintenance and renewal/replacement of County equipment when due to normal use.
- F. The County's User Agencies shall not interfere with the successful bidder's relationship with its employees, the Uniformed Security Guards.
- G. County is not contractually bound to the successful bidder's subcontractor.
- H. County shall not interfere with the successful bidder's relationship with its subcontractor.
- I. Be responsible for the normal operating costs (electricity, phone, data and gasoline) associated with County equipment.
- J. Provide, at the County's sole cost and expense, at Judicial Facilities, a reasonable amount of space for the storage of successful bidder's supplies and equipment. The successful bidder shall bear all risk of loss, damage or theft of such supplies and equipment. County shall provide one (1) office or lockable workstation for each Field Site Supervisor assigned to a judicial facility.

6. **SEARCHES**

The successful bidder hereby consents to, and agrees to cooperate with searches and/or inspections of its employees, its employees' handbags at any time at a County facility, as well as of its employees' lockers for any reason by the Contract Administrator or County Representative. The successful bidder hereby represents to the County that it will require its employees to consent to the above searches as part of the employment contract with each and every employee assigned to a County facility and make such consent a part of the employee file.

7. **UNIFORMS**

Uniformed Security Guards assigned under this contract shall wear a uniform approved by the Contract Administrator at all times while on duty.

A. Uniforms shall:

1. Identify the employing security service by name.
2. Bear the word "security" in a visibly evident location(s).
3. Be readily distinguishable from the uniforms of public police/PBSO.
4. Uniforms and patches may be customized for County/Court, but the customization must be mutually agreed upon prior to use.
5. All costs associated with customized uniforms shall be borne by the successful bidder.

- B. Uniformed Security Guards who are found to be wearing unauthorized uniforms, unkempt uniforms, or who exhibit a poor appearance, as determined by the Contract Administrator, shall be replaced in one (1) day by the successful bidder.
- C. All Uniformed Security Guards shall have and wear photo identification badges, clearly visible, with full name at all times.

8. **COMPLIANCE WITH RULES AND REGULATIONS**

- A. The successful bidder shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Florida, Palm Beach County, and the applicable regulations of County and any applicable rules, regulations or directives of any agency thereof. The County shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the successful bidder's performance of its obligations and functions hereunder. The successful bidder shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the County should reasonably request in connection with such challenge or contest by the County.
- B. The successful bidder shall keep current, at no cost to the County, all licenses and permits, whether Municipal, County, State or Federal, required for the performance of its obligations and functions hereunder, shall pay promptly when due all such fees and shall provide each renewed license to the Contract Administrator on an annual basis.
- C. The successful bidder shall not do or keep anything at any County facility which will in any way conflict with any law, ordinance, rule or regulation which may now or hereafter be enacted or promulgated by any governing public authority or create a safety hazard at any County facility, or create a nuisance, or in any way obstruct or interfere with the rights of other users of any County facility, except as reasonably required in the performance of its obligation and functions hereunder, or commit or suffer to be committed any waste upon any County facility or use or allow any County facility to be used for any improper, immoral, unlawful or objectionable purposes. Any violation of the provisions in this paragraph will be deemed by the County to be a violation under this contract and shall entitle the County to all remedies for violations/penalties created herein or provided by law.

9. **SCOPE OF WORK**

JUDICIAL POST ASSIGNMENTS

There are seven (7) judicial facilities which require Uniformed Security Guard and screening services under the terms of this contract. These buildings are located throughout Palm Beach County and are subject to change, based upon future needs of the County. These buildings are divided into Main County Courthouse and Satellite County Courthouses. The description and locations are as follows:

A. Main County Courthouse: Courthouse and Offices of the Public Defender and State Attorney

1. Main County Courthouse, 205 N. Dixie Highway, West Palm Beach, FL 33401
2. Offices of the State Attorney, 401 N. Dixie Hwy., West Palm Beach, FL 33401
3. Office of the Public Defender, 421 3rd Street, West Palm Beach, FL 33401

B. Satellite County Courthouses

1. North County Governmental Center, 3188 PGA Boulevard, Palm Beach Gardens, FL 33418
2. South County Courthouse, 200 W. Atlantic Avenue, Delray Beach, FL 33444
3. Gun Club Courtrooms, 3328 Gun Club Road, West Palm Beach, FL 33406
4. West County Courthouse, 2950 State Road 15, Belle Glade, FL 33430

A sample of Judicial post spreadsheet with staffing hours is identified in Attachment "7".

There are a variety of County facilities where the successful bidder's Uniformed Security Guards and Site/Field Supervisor(s) will be posted. Locations and estimated hours are specified herein for each site and level of Uniformed Security Guards and Site/Field supervisor.

PARKING AT JUDICIAL LOCATIONS

Main County Courthouse

The County shall permit successful bidder's Uniformed Security Guards assigned to this facility, to park in the parking area provided for County employees and shall provide the successful bidder up to fifty (50) access cards for the downtown Parking Facilities at no charge.

1. Additional parking access card requests for the downtown Parking Facilities are to be submitted to the Contract Administrator.
2. The successful bidder may purchase additional parking spaces in the public or private parking facilities near the downtown Parking Facilities.
3. The successful bidder shall not charge the Uniformed Security Guards for either the County-provided parking or other parking.
4. The County will not provide additional parking access cards to Uniformed Security Guards assigned to cover this facility from any other locations.

South County Courthouse

The County shall permit successful bidder's Uniformed Security Guards assigned to this facility, to park in the parking area provided for County employees and shall provide the successful bidder up to twenty (20) access cards for the South Employee Parking Lot at no charge.

1. Additional parking access card requests for the South Employee Parking Lot are to be submitted to the Contract Administrator.
2. The successful bidder shall not charge the Uniformed Security Guards for either the County-provided parking or other parking.
3. The County will not provide additional parking access cards to Uniformed Security Guards assigned to cover this facility from any other locations.

10. MINIMUM PRE-EMPLOYMENT REQUIREMENTS FOR ALL UNIFORMED SECURITY GUARDS

The successful bidder shall be capable of conducting comprehensive pre-employment check of each person to be employed under this contract. The pre-employment check shall include, but not be limited to, the following:

- A. Qualifications of position;
- B. A social security check;
- C. A driver's license check;
- D. Verifiable work history as required for the applicable position;
- E. Employment background checks as required for the applicable position;
- F. Fingerprint based criminal history records check of FCIC/NCIC data bases as reported as of the date of the request and reflecting no disqualifying offenses pursuant to Palm Beach County Code Section 2-371 through 2-377, as maybe amended from time to time.
- G. A completed job application which includes questions concerning whether he or she has ever been convicted of a crime, including details concerning the type of crime, the date of conviction and the penalty imposed, and whether the prospective employee has ever been a defendant in a civil action for intentional tort, including the nature of the intentional tort and the disposition of the action; and
- H. Interviewing the prospective employee.

11. MINIMUM JOB REQUIREMENTS FOR ALL UNIFORMED SECURITY GUARDS

The successful bidder shall provide appropriately equipped and trained personnel who meet or exceed the minimum requirements for each service type. The successful bidder shall have available qualified, experienced, tested and well-trained competent reliable staff to fulfill the duties set forth in this scope of services. The successful bidder is responsible to keep all documentation that demonstrates their ability to meet the minimum requirements in each employees personnel file.

A. General Requirements

The following minimum requirements shall apply to all Uniformed Security Guards. Additional specific qualifications for Uniformed Security Guards II Screener, III (PBIA), IV (Armed), V (Screener Armed), VI (Lead Worker) and Site/Field Supervisors will be listed later in this document.

1. Successful bidder shall provide proof that all security personnel performing services under this contract hold the State of Florida Class "D" Security Officer License and, when applicable, hold the State of Florida Class "G" Firearm License.
2. Education: Uniformed Security Guards shall possess, at a minimum, a high school diploma or it's recognized equivalent certification.
3. Citizenship: Uniformed Security Guards shall be a citizen of the United States or possess the necessary authorization from the INS, pursuant to the Immigration Reform and Control Act of 1968 and regulations thereto.
4. Read, speak and write English: Uniformed Security Guards shall be fluent in reading English to complete post duties and read English-language identification badges, credentials and labels on bottles, cans, and packages. Uniformed Security Guards shall be fluent in English and be able to sufficiently understand English and to be able to sufficiently answer questions and give comprehensive directions in English.
5. Age Requirement: Uniformed Security Guards shall be twenty-one (21) years of age or older.
6. Uniformed Security Guards shall deal with the public in a professional and ethical manner.
7. Uniformed Security Guards shall communicate effectively, both verbally and in writing.
8. Uniformed Security Guards shall write reports, protect evidence and conduct themselves appropriately.
9. Uniformed Security Guards shall detect and prevent thefts and vandalism.
10. Uniformed Security Guards shall react and take appropriate measures in the event of fire, theft, vandalism or any other unusual situations, and contact the local law enforcement agency as required.
11. Uniformed Security Guards shall respond to threats (e.g., bomb threats or other weapons) through established procedures.

12. PHYSICAL EXAMINATION

Each Uniformed Security Guard shall be given a physical examination by a qualified physician, medical center, or hospital, to determine suitability for hire prior to assignment. The successful bidder shall pay for the cost of this physical examination. A physician's sign off that these conditions are met must be made available prior to assignment and a physical re-evaluation is required with each contract renewal. All personnel shall meet the following physical requirements:

- A. Uniformed Security Guards shall be proportioned as to height and weight to allow necessary movements to perform job duties.
- B. Uniformed Security Guards shall be in good health without physical defects or abnormalities that would interfere with the performance of duties.
- C. Any other physical requirements as detailed in Minimum Job Requirements.
- D. Urinalysis for detection of controlled substances.

- E. Uniformed Security Guards shall be able to distinguish color differences and have ability to distinguish color used in visual displays or badges, specifically red, green, blue and yellow. Uniformed Security Guards shall possess binocular vision correctable to 20/30 (Snellen).
- F. Uniformed Security Guards shall be capable of hearing ordinary conversation at fifteen (15) feet with either ear without benefit of a hearing aid. Uniformed Security Guards must be able to hear and respond to spoken voice, audible alarms, and telephone calls in an operational setting.
- G. Uniformed Security Guards shall be able to lift repetitively up to forty (40) lbs. for long periods of time during an eight (8) hour shift, while standing.
- H. Physical Condition: Uniformed Security Guards shall be in good physical condition and shall be able to stand unassisted for a minimum of two (2) hours consecutively and shall be able to sit, stand, lift, and/or bend throughout a shift. Positions shall not be filled with "light duty" personnel.
- I. Uniformed Security Guards who perform physical searches of baggage must be able to open and close latches, zippers, and screw caps, remove or feel beneath the baggage contents, and reach all sides and compartments of the bag.
- J. Uniformed Security Guards shall have the ability to remain alert throughout the duration of a shift.
- K. Uniformed Security Guards assigned to County facilities shall have no communicable diseases.

13. **REQUIRED BACKGROUND INVESTIGATION**

- A. The successful bidder shall perform the following, as a minimum, background investigation for all Uniformed Security Guards:
 - 1. Required seven (7) years prior employment verification;
 - 2. Requires a "face to face" neighborhood check by an investigator licensed by the State of Florida whether employed or as a subcontractor to the successful bidder;
 - 3. Psychological screening;
 - 4. Drug test;
 - 5. Pre-employment personality assessment test;
 - 6. Credit check; and
 - 7. Five (5) character references plus two (2) developed by investigator.
- B. The successful bidder shall submit proof of completion of all background checks (including fingerprinting), as required by the County prior to assignment of post.
 - 1. The submittal for each employee shall be on the form "Palm Beach County Facility Pre-Assignment Checklist" which will be provided to the successful bidder after award.
 - 2. The form shall be completed and signed by an authorized employee of the successful bidder with a copy retained in each employee file.

14. **ADDITIONAL REQUIREMENTS FOR EACH UNIFORMED SECURITY GUARD LEVEL**

The successful bidder is solely responsible for ensuring that all persons assigned meet or exceed the minimum requirements of this contract in addition to passing a face to face interview. Prior to the assignment of any Uniformed Security Guard to any facility, the successful bidder shall provide notice to the Contract Administrator. The Contract Administrator shall have one (1) business day to request and conduct a review of the prospective Uniformed Security Guard's employment file. If after one (1) business day, the successful bidder has not received a reply from the Contract Administrator that the review is to be conducted, the successful bidder can assign the individual to the post. Neither the failure of the Contract Administrator to review and/or interview a prospective Uniformed Security Guard's file prior to assignment nor the Contract Administrator's review and subsequent decision to not object to an assignment shall prejudice the rights of the County thereafter to pursue any rights provided to the County by this contract.

A. UNIFORMED SECURITY GUARD I (UNARMED)

Uniformed Security Guard I is defined as unarmed. They are experienced and prepared to handle everyday situations. They shall be responsible for assisting local law and emergency services personnel, providing public direction on how to gain entry in the facility and providing instruction to the public for entering, providing security by way of foot patrols, and assigned to fixed posts at critical property locations. This is someone who is well versed in crowd control and must be able to handle the unexpected. They shall provide detailed reporting as needed.

In addition to minimum job requirements set for all Uniformed Security Guards employed under this contract, each Security Guard I shall meet one (1) of the following criteria and possess a current State of Florida Class D License (Unarmed Security Guard License):

A minimum of one (1) year satisfactory sworn law enforcement or corrections experience; or
Either of the following:

1. Successful completion of a Law Enforcement Academy or Law Enforcement Education.
2. Successful completion of a Corrections Academy.
3. Military Service specializing in police work, Investigative Services or combat arms with honorable discharge. Graduation from a Criminal Justice AA Program.
4. Experience with above average performance rating in security at a school, university, nuclear facility, Airport or with TSA and above average performance ratings.

The minimum hourly-wage for a Uniformed Security Guard I is \$12.17 per hour.

B. UNIFORMED SECURITY GUARD II (SCREENER UNARMED)

A Uniformed Security Guard II assigned to a judicial location can perform the same duties as the Uniformed Security Guard I. In addition to those duties listed, this Uniformed Security Guard II (Screener) is also responsible for performing security screening duties at all sites listed in the Post Assignment section of this document, using screening techniques to identify prohibited items from entering, operating x-ray equipment, magnetometers, and handheld metal detectors.

Each Uniformed Security Guard II (screener) assigned to a judicial location shall meet one (1) of the following criteria and possess a current State of Florida Class D License (Unarmed Security Guard License):

A minimum of three (3) years satisfactory sworn law enforcement or corrections experience; or
Either of the following within the last twelve (12) years:

1. Successful completion of a Law Enforcement Academy with a minimum of one (1) year related job experience with above average performance ratings.
2. Successful completion of a Corrections Academy with a minimum of one (1) year related job experience with above average performance ratings.
3. Military Service specializing in police work, Investigative Services or combat arms with honorable discharge with a minimum of one (1) year related security experience with above average performance ratings.
4. Graduation from a Criminal Justice AA Program with a minimum of one (1) year related job experience with above average performance ratings.
5. Five (5) years experience with above average performance rating in security at a nuclear facility, airport or with TSA and above average performance ratings; or

A minimum of five (5) years continuous screening experience with successful bidder with above average performance ratings.

The minimum hourly-wage for a Uniformed Security Guard II (Screener) assigned to a Judicial facility is \$13.14 per hour.

C. UNIFORMED SECURITY GUARD III (PBIA)

In addition to the minimum job requirements set for all Uniformed Security Guards I, a Uniformed Security Guard III assigned to a PBIA facility must:

Have the ability to secure and maintain clearance for an PBIA Security Badge.

Uniformed Security Guards shall be able to climb/descend stairs.

PBIA Uniformed Security Guard shall understand and comply with post orders.

The successful bidder is responsible for the Uniformed Security Guard III obtaining the required PBIA Security Badge before starting work. The successful bidder shall fulfill all PBIA/TSA requirements.

Once the criteria are satisfied, the Uniformed Security Guard III shall be required to successfully pass the two (2) hour security training class at PBIA.

The minimum hourly-wage for a Uniformed Security Guard III is \$13.33 per hour.

D. UNIFORMED SECURITY GUARD IV (ARMED)

In addition to the minimum job requirements set for all Uniformed Security Guards I & II, a Uniformed Security Guard IV assigned to a facility must hold a current State of Florida Class "G" Firearm License while assigned to this contract.

This Uniformed Security Guard IV, can perform the same duties listed for the Uniformed Security Guard I & II, and carries a weapon.

The minimum hourly-wage for a Judicial Uniformed Security Guard IV is \$13.28 per hour.

E. UNIFORMED SECURITY GUARD V (SCREENER ARMED)

In addition to minimum job requirements specified herein for all Uniformed Security Guards employed under this contract, each Uniformed Security Guard V assigned to a judicial facility under this contract must meet all of the criteria required for a Security Guard I, II and IV.

This Uniformed Security Guard shall perform the same duties listed for the Uniformed Security Guard I, II and IV.

The minimum hourly-wage for a Uniformed Security Guard V is \$13.92 per hour.

F. UNIFORMED SECURITY GUARD VI (LEAD WORKER)

Each Uniformed Security Guard VI assigned to a courthouse screening post must meet the following criteria:

1. Meet the minimum job requirements for Uniform Security Guard I, and II.
2. Have three (3) years continuous experience in electronic screening for weapons with above average ratings.

Uniform Security Guard VI shall be stationed at each courthouse screening post as indicated above and shall ensure all Uniform Security Guard II screeners effectively and efficiently perform all screening procedures and operation of all screening equipment. Uniform Security Guard VI shall also assist in the responsibility for the effective On-The-Job training of a newly hired Uniform Security Guard I and II. In the event, a Uniform Security Guard is pulled from a permanent assigned location to relieve a temporary post of no longer than one (1) week, the Lead Worker is responsible to conduct field training on all site-specific procedures in the event they should be needed. Uniform Security Guard VI is responsible for the knowledge and training of site specific items including, but not limited to, mail and delivery procedures, hand search procedures and emergency evacuations.

The Lead Worker can only be utilized to fill open screener posts for a Judicial Uniformed Security Guard II in the event of a vacated post due to absenteeism or a Judicial Uniformed Security Guard II being removed from their post. A Lead Worker can fill-in for this post for a maximum of two (2) hours. Notification of this circumstance is to be given to the Contract Administrator within thirty (30) minutes of becoming aware of circumstance.

The minimum hourly-wage for a Uniformed Security Guard VI is \$14.72 per hour.

G. SITE / FIELD SUPERVISOR

Judicial Locations:

A Site/Field Supervisor is required to be onsite and supervise the overall day to day operations and be the primary contact person responsible for all record keeping, training, integrity testing (for judicial locations) and all required correspondence and meeting participation with the Contract Administrator.

Main County Courthouse: The successful bidder shall provide a full-time (forty (40) hours per week) Site/Field Supervisor for the Main County Courthouse.

Satellite Courthouses: The successful bidder shall provide a full-time (forty (40) hours per week) Site/Field Supervisor for each Satellite Courthouse except the Gun Club Courtrooms, located at 3328 Gun Club Road, West Palm Beach, FL 33406.

The Site/Field Supervisor assigned to a Judicial facility shall meet the following requirements:

1. Meeting all the job requirements for a Uniform Security Guard VI (Lead Worker).
2. In addition, have three (3) years continuous experience as a Security Supervisor with above average ratings with at least one (1) year experience in supervisor security screening which utilized x-ray machines, magnetometers, handheld metal detectors, and other screening procedures.

Responsibilities for each Site/Field Supervisor assigned to Judicial facilities shall include, but are not limited to:

1. This Site/Field Supervisor shall be authorized to represent the successful bidder and oversee its operations at all County Courthouses to ensure compliance with this contract and the proper performance of screening duties.
2. The Site/Field Supervisor shall devote his time exclusively to his responsibilities in connection with the work to be performed by the successful bidder under this contract.
3. The Site/Field Supervisor shall be available for periodic tours of the premises of any County Courthouse with the Contract Administrator and meet with the Contract Administrator to address matters concerning the operation of courthouse screening and contract requirements.
4. The Site/Field Supervisor shall not be utilized to fill any open posts in a guard capacity but will be required to fill in for the Lead Worker post that may be required to fill-in for a Uniformed Security Guard II as identified herein. The Site/Field Supervisor is responsible to ensure the maximum allotted time per occurrence is two (2) hours and will be required to complete a written report of circumstances surrounding both the Lead Worker and Site/Field Supervisor need to fill vacated posts. Written report is to be sent within twenty-four (24) hours and must include duration of time circumstance occurred, supporting justification to warrant the fill-in of those positions and any action taken to prevent circumstance from happening again.
5. The Site/Field Supervisor is responsible for maintaining all site reports.
6. The Site/Field Supervisor is responsible for the proper operation and manning of all security screening posts at a specific courthouse.
7. The Site Supervisor is responsible for all contract personnel working at the courthouse.

General Locations:

Responsibilities for each Site/Field Supervisor assigned to General facilities shall include, but are not limited to:

1. Meeting all the job requirements for a Uniform Security Guard I (Unarmed).
2. In addition, have three (3) years continuous experience as a Security Supervisor with above average ratings.

3. This Site/Field Supervisor shall be authorized to represent the successful bidder and oversee its operations at all General facilities to ensure compliance with this contract and the proper performance of duties.
4. The Site/Field Supervisor shall devote his time exclusively to his responsibilities in connection with the work to be performed by the successful bidder under this contract.
5. The Site/Field Supervisor shall be available for periodic tours of the premises of any County facility with the Contract Administrator and meet with the Contract Administrator to address matters concerning the operation and contract requirements.
6. The Site/Field Supervisor shall not be utilized to fill any open posts in a guard capacity.
7. The Site/Field Supervisor is responsible for maintaining all site reports.
8. The Site/Field Supervisor is responsible for the proper operation and manning of all security posts at a specific location.
9. The Site Supervisor is responsible for all contract personnel working at a General facility.
10. Each Site/Field Supervisor assigned to General facilities will work alternating shifts to allow for coverage of both day and night and seven (7) days a week.

The Site/Field Supervisor is subject to the continuous approval of the Contract Administrator. If at any time during the term of the contract, any individual in the capacity of Site/Field Supervisor is nominally performing in the sole opinion of the Contract Administrator, the successful bidder shall replace the unacceptable Site/Field Supervisor.

Each Site/Field Supervisor assigned to General facilities shall travel between all locations listed in the Post Assignment section of this document.

The minimum hourly-wage for a Site/Field Supervisor is \$15.98 per hour.

15. **CONTRACT PERFORMANCE REQUIREMENTS**

A. Communication:

1. Whenever possible, communication between successful bidder and Contract Administrator is to be done via email.
2. Monthly meetings with Contract Administrator and successful bidder are to be held.

B. Record Keeping:

The successful bidder is required to keep accurate, legible record keeping methods and shall submit as per the requirements listed below. All record keeping methods, reporting structure and spreadsheets are to be approved by the Contract Administrator. Type and frequency of reports could be altered, added or deleted at any time by the Contract Administrator during the term of the contract. Submission of all reports is to be done via email and in electronic format. The following minimum reports are required by the successful bidder:

1. Daily magnetometer calibration logs (when applicable) – submitted monthly in Excel form approved by the Contract Administrator.
2. Monthly incident logs - submitted monthly in Excel form approved by the Contract Administrator.
3. Monthly screening report (when applicable) – submitted monthly in Excel form approved by the Contract Administrator.
4. Incident reports – To be submitted to Contract Administrator by end of day on which incident occurred in electronic format.
5. Quarterly staffing report shows post staffing levels to be submitted the beginning of each quarter in Excel format.

6. Payroll shall be submitted weekly, shall be specified individually per facility, and listed by post positions and include the schedule 4 form. If at any time, a billing is submitted that is over or under the standard posts approved by the County, it shall be submitted uniquely marked.
7. Invoices for payroll shall be submitted on the 15th day and the last day of the month. Any invoice for over or under the standard posts approved by the County, shall be uniquely marked.
8. Monthly work schedules – submitted monthly in Excel form approved by the Contract Administrator.
9. Disciplinary log – submitted promptly upon each occurrence in Excel form to the Contract Administrator.
10. Monthly inspection logs – submitted monthly in Excel form approved by the Contract Administrator for the following reports:
 - a. Monthly panic/duress alarm testing log – submitted monthly in Excel form approved by the Contract Administrator.
 - b. Monthly AED testing log – submitted monthly in Excel form approved by the Contract Administrator.

16. **TRAINING REQUIREMENTS**

The successful bidder shall be responsible for providing pre-employment and annual employee training for all Uniform Security Guard Levels in addition to providing any as-needed training.

While video training tapes may be used as a supplemental aid in the training course, the sole use of tapes is not acceptable. Written training materials and follow-up tests shall be used. All training materials, including manuals, video tapes, and tests shall be presented by the successful bidder to the Contract Administrator prior to commencement of services to be provided under this contract. The successful bidder and the Contract Administrator shall mutually agree upon the training materials.

Copies of the completed course study, certifications and tests shall be attached to the Uniformed Security Guard's Certificate of Completion.

The successful bidder is required to have a single point of contact as the responsible party for all successful bidder based training and curriculum for successful bidder based training. The successful bidder shall be required to also train employees of any subcontract service(s) and maintain all records required by the contract.

Successful bidder shall provide after award a copy of all internal training programs used during the last five (5) years while performing security services. Successful bidder shall be willing to work with County and/or PBSO to supplement/modify training curriculums to County satisfaction. Bidder provided training programs shall include at a minimum the following curriculums:

Personnel and Management Training Programs/Curriculum

- Testing material;
- PowerPoint presentations;
- Training memos;
- Field training material;
- Annual and in-service training timeline and material;
- Retraining documents pertaining to security guards who underperformed;
- Site specific post order training;
- Call off procedures and training;
- Record keeping policies; and
- Communications Training (Human Issues).

A. PRE-EMPLOYMENT TRAINING FOR JUDICIAL FACILITIES

The successful bidder shall provide a minimum of forty (40) hours training for all Uniformed Security Guard Levels and Site/Field Supervisors assigned to a Judicial facility. This training must be completed prior to a post assignment in a Judicial facility. Of the forty (40) hours requirement of pre-employment training hours, a minimum of four (4) hours of this will be conducted by the Palm Beach County Contract Administrator at a Palm Beach County facility.

The County will not pay attendees for these training segments.

The training shall consist of the following:

1. Orientation
 - a. Role of Security in the Courthouse;
 - b. Role of PBSO in the Courthouse;
 - c. Role of Facility Management in the Courthouse; and
 - d. Role of Electronic Services and Security in the Courthouse.
2. System Operations
 - a. Use of radios;
 - b. Use of intercom;
 - c. Use of CCTV; a
 - d. Use of access system.
3. Duties
 - a. Post Orders Review;
 - b. Screening of packages and other deliveries;
 - c. Mail and delivery procedures (site specific);
 - d. Procedures relating to armed Law Enforcement personnel entering Courthouses;
 - e. Screening procedures of Service Dogs;
 - f. Screening procedures of persons in wheelchairs;
 - g. Screening procedures of persons; and
 - h. Procedures to be followed regarding the discovery of weapons during screening.
4. General Topics
 - a. First Aid (including CPR and automatic electronic defibrillation – AED operation);
 - b. Public relations – handling difficult persons;
 - c. Crowd control; and
 - d. Sensitivity training.

B. PRE-EMPLOYMENT TRAINING FOR GENERAL FACILITIES

The successful bidder shall provide a minimum of forty (40) hours training for all Uniformed Security Guard Levels and Site/Field Supervisors assigned to General facilities. This training must be completed prior to a post assignment in General facility. Of the forty (40) hours requirement of pre-employment training hours, a minimum of four (4) hours of this will be conducted by the Palm Beach County Contract Administrator at a Palm Beach County Facility.

The County will not pay attendees for these training segments.

The training shall consist of the following:

1. Orientation
 - a. Role of Security in the facility;
 - b. Role of Facility Management in the facility; and
 - c. Role of Electronic Services and Security in the facility.
2. System Operations
 - a. Use of radios;
 - b. Use of intercom;
 - c. Use of CCTV;
 - d. Use of access system; and
 - e. Operations of gates.
3. Duties
 - a. Post Orders Review;
 - b. Mail and delivery procedures (site specific).

4. General Topics
 - a. First Aid (including CPR and AED operation);
 - b. Public relations including handling difficult persons;
 - c. Crowd control; and
 - d. Sensitivity training.

C. ANNUAL EMPLOYEE TRAINING

The successful bidder shall ensure that all Uniformed Security Guards and all Site/Field Supervisors have a minimum of forty (40) hours annual training.

Of the annual forty (40) hours requirement of training hours:

- a minimum of sixteen (16) hours of training are to be a refresher of the general pre-employment training curriculum, completed by the successful bidder;
- a minimum of eight (8) hours of training is required for in site specific situational responses, which includes four (4) hours to be supplied by the successful bidder and four (4) hours to be supplied by the Contract Administrator;
- a minimum of eight (8) hours in-service training which includes four (4) hours to be supplied by the successful bidder and four (4) hours to be supplied by the Contract Administrator; and
- a minimum of eight (8) hours of additional in-service training supplied by the Contract Administrator.

The County shall pay successful bidder the Standard Hourly Rate for the time in annual Employee Training up to forty (40) hours annually. County shall pay successful bidder straight time for these training segments after the successful bidder provides documentation on the invoice of training attended and evidence of attendance. No post can be reduced or vacated for any training requirement.

This training shall be completed annually, at the successful bidder's cost and shall be completed before the expiration of the previous training completion date.

The training shall consist of the following:

1. General Training Requirements include, but are not limited to the following:
 - a. All Uniformed Security Guard Levels are to receive refresher training for the roles of security, and Facilities, system operations, security duties and all general topic items identified in the pre-employment training requirement; and,
 - b. Review of the Post Orders for each facility and post they are assigned to.
2. Site Specific Training Requirements include, but are not limited to the following:
 - a. Review of all equipment, responsibilities and requirements processes and procedures for the facility and post they are assigned to.
 - b. Fire Alarm and Emergency Evacuation.
 - c. Bomb threats and bomb threat evacuation.
 - d. Procedures regarding the discovery of a powdery substance.
 - e. Panic and Door Alarm Procedures where required.
3. In-Service Training Requirements include, but are not limited to, the following:
 - a. Review of Post Orders.
 - b. Review of all Screening procedures (for judicial locations).
 - c. Sensitivity training.
 - d. Training for First Aid and CPR/AED in accordance with a nationally recognized training program, similar to the programs provided by the American Heart Association.
4. Additional In-Service Training Requirements include, but are not limited to the following:
 - a. The successful bidder shall make each employee available to the County for up to eight (8) hours of training annually.
 - b. The purpose of this training is to provide periodic thirty (30) minute segments immediately before or after a scheduled post start or end time to allow for in-service training as deemed necessary by the Contract Administrator.

- c. During the thirty (30) minute training session, posts cannot be reduced.
- d. The successful bidder shall be notified by the Contract Administrator at a minimum of one (1) week in advance unless extenuating circumstances require immediate attention.

All training material, including manuals, video tapes, and tests shall be presented for approval by the Contract Administrator prior to the training be conducted. This training shall be completed annually and shall be completed before the expiration of the previous training completion date. Each Uniformed Security Guard is to sign an acknowledgment form indicating the understanding of this training and a Certificate of Completion is to be provided at the successful completion of the training. During the training sessions, post coverage cannot be reduced.

D. AS NEEDED TRAINING

The successful bidder shall have a formal program for any as needed training (on-the-job training).

The successful bidder's supervisory personnel shall observe and check frequently the performance of screening personnel (for judicial locations), paying particular attention to newly hired persons to assure that he/she knows and understands and demonstrates the job requirements and procedures. Supervisory personnel should provide instruction and practical guidance to all staff as appropriate. The employee's training record should be documented with significant observations made and any deficiencies noted.

During the training session, posts cannot be reduced. County will pay attendees straight time for these training segments.

17. OBLIGATIONS OF PALM BEACH INTERNATIONAL AIRPORT ("PBIA")

PBIA shall:

- 1. provide parking for all Uniformed Security Guards requested under this contract, at no cost to the successful bidder.
- 2. pay for the cost of providing up to fifteen (15) PBIA Security Badges (exclusive of wages) for Uniformed Security Guards requested under this contract. This does not pertain to PBIA Security Badges required for replacement Uniformed Security Guards assigned to PBIA due to turnover. These costs shall be borne by the successful bidder.

Costs to the successful bidder after the fifteen (15) PBIA Security Badges that are provided, are as follows:

- a. criminal history check and fingerprinting is \$40.00.
- b. annual cost for the ID or badge usually collected in October in excess of the fifteen (15) allotted, is \$15.00.
- c. replacement fee for any lost badge is \$100.00.

18. INTEGRITY TESTING FOR UNIFORMED SECURITY GUARDS ASSIGNED TO JUDICIAL LOCATIONS

To provide the required assurance that adequate protection is being provided to the employees and general public at all Judicial facilities, the recurring testing and effectiveness of screening personnel is required to examine the screening methods and ensure there are no deficiencies.

The successful bidder shall set their own recurring tests on a weekly basis at each facility location and will consist of the minimum requirements identified below. The successful bidder is required to document test procedures and coordinate same with the Contract Administrator for participation. The successful bidder is required to document all testing and supply Contract Administrator results and actions taken by successful bidder after each test is completed. The successful bidder shall immediately remove the employee from any screening post and the employee will undergo retraining and the integrity testing failure documentation shall be put in employee's file. Two (2) consecutive failures shall result in employee being prohibited from working in any Palm Beach County Judicial facility.

A. Integrity testing by successful bidder shall include the following:

- 1. The successful bidder shall conduct weekly screening testing.
- 2. The successful bidder shall use U.S. Marshall/FAA approved testing items.
- 3. The successful bidder shall only use in-operable guns. No actual gun will be brought into the facility for this testing.
- 4. The successful bidder shall notify the Contract Administrator of testing schedule for coordination with PBSO Court Services.

5. Testing shall include: persons attempting to pass through a magnetometer with an approved test item concealed on his/her person to determine if the screener will detect with a handheld metal detector and take the appropriate action.
6. Testing shall include attempting to conceal an approved test item in a purse, backpack, briefcase, etc., which will be subject to x-ray screening to determine it is identified and the approved action taken.
7. The successful bidder shall provide to the Contract Administrator documentation of the testing to include: results whether passed or failed. If failed, what immediate action was conducted.
8. Any employee who fails two (2) consecutive weekly tests shall be removed from working in the County facilities.

Palm Beach County Sheriff Office Court Services Division (PBSO) will conduct integrity testing by a person designated by PBSO at a specified time and date. Successful bidder will not be notified in advance of time & date of testing. PBSO in conjunction with Contract Administrator will conduct a de-briefing with successful bidder within the same working day. Contract Administrator shall provide the successful bidder with written results of all tests within forty-eight (48) hours. Test results will include the type of prohibited/concealed item, post location, date and time the test was conducted.

B. Integrity Testing by PBSO Court Services shall include, but is not limited to, the following:

1. PBSO Court Services will conduct Integrity Testing monthly with a minimum of ten (10) attempts per month between all seven (7) Judicial facilities.
2. Test objects will be used in rotation to ensure that screeners are tested on all objects.
3. PBSO testing will include a variety of prohibited items.
4. The testing of screening procedures for walk-thru magnetometers scanning, hand-held metal detectors scanning, x-ray scanning will be conducted.
5. Any employee of the successful bidder who fails two (2) Integrity Tests shall be removed from working in Judicial facilities.

19. SUCCESSFUL BIDDER'S LIABILITY FOR FAILED INTEGRITY TESTING

When a Judicial Uniformed Security Guard fails to detect approved test objects pursuant to Integrity Testing, the testing agency (successful bidder or PBSO) will repeat the procedure and counsel the Judicial Uniformed Security Guard regarding proper screening procedures and take corrective action as necessary.

In the event successful bidder fails twenty percent (20%) of the PBSO performed Integrity Testing during the term of the contract, the Contract Administrator shall place the successful bidder on a PBSO constructed Corrective Action Plan (Plan). The Plan will be developed in conjunction with the Contract Administrator, PBSO Court Services and the successful bidder. The Plan will identify specific training and testing to be conducted as well as the timeframe for the completion of the Plan. In the event the successful bidder fails to successfully complete the Plan, the Contract Administrator and PBSO Court Services will determine whether an amendment and/or an extension to the original Plan is required.

If the successful bidder successfully completes the Plan, their percentage is reset for that contract term.

In the event the successful bidder fails twenty percent (20%) of the PBSO performed Integrity Testing a second time within the contract term, the successful bidder will again be placed on a Plan.

In the event successful bidder fails twenty percent (20%) of the PBSO performed Integrity Testing a third time within the term of the contract, the County shall have the option to terminate the contract.

Any costs associated with an integrity test failure or implementation of the plan for retraining of staff will be at the successful bidder's expense.

This section identifies the performance aspect of failed Integrity Testing only. The financial liability is identified in the Violations/Damages section.

20. FAILURE TO PERFORM ALL COUNTY LOCATIONS

The County's primary concern is the provision of reliable, professional, quality service for the County facilities as identified herein. Full compliance with all contract terms and conditions are expected and required if the County is to avoid the harm which could result from a lapse in security. The successful bidder shall perform all its obligations and functions under this contract in accordance with the requirements and standards contained herein and in a professional and a businesslike manner so that all County facilities are kept and maintained in a secure condition.

The County and the successful bidder agree that performance of the work contained in this solicitation is essential to the safety and welfare of the public and the government's system and facilities, and agree that the damages, which the County will suffer in the event that the successful bidder is not compliant with the terms of this solicitation, are impossible to ascertain precisely, and therefore, represents the parties reasonable estimate of such damages. Therefore, the County and successful bidder agree that the rates set forth below for specific non-compliant actions by the successful bidder are a reasonable estimate of the amount of damages which the County will suffer as a result of the non compliance. County and successful bidder agrees that these liquidated damages are intended to be assessed as damages and not as a penalty or forfeiture provision.

21. VIOLATIONS/DAMAGES

A. Group I - (\$500)

Group I violations are categorized as administrative violations. Each occurrence shall result in a \$500 dollar assessment. Any assessment shall be deducted off the successful bidder's next invoice.

1. Failure to meet minimum personnel specifications.
2. Failure to provide minimum staffing levels as determined by the County.
3. Any non-compliance with the specific training requirements for the specific post (i.e., failure to provide the forty (40) hour pre-assignment or eight (8) hour site specific training prior to assigning a guard to any post).
4. Any performance based violation(s) which may compromise the security of a County facility or likewise jeopardize the safety of its occupants or visitors. Such as:
 - a. Failure to perform assigned post security responsibilities.
 - b. Sleeping on duty, or assignment of a Uniformed Security Guard without the specified rest period.
 - c. Assignment of a Uniformed Security Guard previously requested be removed by the County.
 - d. Late for duty.
 - e. Abandoning post.
 - f. Inappropriate behavior.
 - g. Improper or dirty uniform.
 - h. Failure to write a required report.
 - i. Improper State License (expired).
 - j. Improper reading material on post (e.g., newspapers, magazines, novels, etc.).
 - k. Unauthorized visitors on post.
 - l. Posted opened or closed late.
 - m. Cell phone use while on duty.
 - n. Inadequate writing skills.
 - o. Inadequate training.
 - p. Lack of supervision.
 - q. Violations of Local, State, or Federal laws, Regulations or Ordinances.
 - r. Criminal records check not complete/or hired.
 - s. Contractor personnel with criminal record in violation of requirement.
 - t. Difficulty in speaking or understanding English, and/or being understood by others.
 - u. Failure to have current Post Orders on post.
 - v. Invoicing discrepancies or inaccuracies.
 - w. Contract section violation(s).
 - x. Failure to notify the County of an arrest of personnel within sixteen (16) working hours.
 - y. False or misleading statement(s) by Contract personnel.
 - z. Excessive use of Lead Worker and Site/Field Supervisor to fill in for absent Uniformed Security Guard positions.

B. Group II - (\$1,000)

Group II violations are categorized as integrity testing violations. Each occurrence will result in a \$1000 dollar assessment. Any assessment shall be deducted from the successful bidder's next invoice.

See Integrity Testing section of the contract for requirements and penalties.

NOTE: The successful bidder shall NOT pass along to its personnel any assessment of damages for infractions on any contract issued as a result of this solicitation.

**SPECIFICATION
BID #17-015R/MB**

**UNIFORMED SECURITY GUARD SERVICES, JUDICIAL AND
GENERAL LOCATIONS, TERM CONTRACT (RE-BID)**

DEFINITIONS

Contract holidays:	New Year's Day, 4 th of July, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.
Contract holiday rate:	Compensation shall be paid at the rate of 1.5 times the awarded standard hourly rate for actual time worked for any service performed on a Contract holiday.
Contract Administrator or County representative:	The person designated by the County to ensure all requirements of the contract are met by the successful bidder. The Contract Administrator is to be the first point of contact between the successful bidder and the County. The County Contract Administrator's authority shall include, but not be limited to, the right to request copies of any contract required documentation, perform site inspections to ensure proper performance of services, and address any issues or concerns regarding the performance of the service or the performance of the successful bidder's staff.
County Equipment:	Equipment provided by the County for use by the successful bidder in the performance of the required contractual services. The equipment may include but not limited to: X-Ray machines, walk-thru magnetometers, handheld metal detectors, close circuit television systems, computer operated access control systems, computers, radios, paging systems, intercoms, golf carts and any other equipment as may be required or provided. The successful bidder is required to ensure staff is fully trained in the operation of any equipment provided by the County.
Emergency:	Emergency is defined as an unexpected situation or sudden occurrence involving the security services range of work and being of a serious nature that demands immediate action and response by the successful bidder.
Emergency rate:	Compensation for Emergency Work shall be paid at the rate of 1.5 times the awarded standard hourly rate for actual time worked.
Emergency response time:	Non-Routine Work ordered with less than forty eight (48) hours notice before the time the work is required.
General Facilities:	Non-Judicial County owned or leased building or office space.
Governmental entity:	A state agency, a county agency, or any other entity, however styled, that independently exercises any type of state or local governmental function.
Judicial Facilities:	Any County owned or leased building or office space used to conduct court operations and/or house court personnel.
Non-residential work:	Non-residential clients are any clients other than individuals, property or homeowner associations, or congregate living facilities.
Non-routine work:	Non-routine work is all work that is outside of the regular post schedule shifts or shift times. Temporary post, support of project work and hold- over's are all examples of non-routine work.
Non-routine work response time:	Shall start with no less than within forty eight (48) hours from the time work is requested and be compensated at the "Standard Hourly Rate".

Standard hourly rate:

Standard Hourly Rate is defined as the rate provided on the bid response pages. Standard Hourly rate shall commence upon arrival at site and terminate upon departure (actual time worked). There shall be no additional compensation paid for mobilization, demobilization, travel or any other incidental expense. Standard Hourly Rate is for work requested and completed Monday thru Friday and weekends, excluding Contract holidays listed above.

**BID RESPONSE
BID #17-015R/MB**

**UNIFORMED SECURITY GUARD SERVICES, JUDICIAL AND
GENERAL LOCATIONS, TERM CONTRACT (RE-BID)**

LOT #1 PALM BEACH COUNTY GENERAL LOCATIONS

ITEM NO.	LEVEL OF UNIFORMED SECURITY GUARD	ESTIMATED HOURS PER WEEK	STANDARD HOURLY RATE	TOTAL PER WEEK
1.	UNIFORMED SECURITY GUARD I (UNARMED)	884	\$ _____	\$ _____
SUB-TOTAL OFFER LOT #1:				\$ _____

LOT #2 PALM BEACH COUNTY JUDICIAL LOCATIONS

ITEM NO.	LEVEL OF UNIFORMED SECURITY GUARD	ESTIMATED HOURS PER WEEK	STANDARD HOURLY RATE	TOTAL PER WEEK
1.	UNIFORMED SECURITY GUARD II (UNARMED)	2183	\$ _____	\$ _____
2.	UNIFORMED SECURITY GUARD V (ARMED)	140	\$ _____	\$ _____
3.	UNIFORMED SECURITY GUARD VI (LEAD WORKER)	200	\$ _____	\$ _____
SUB-TOTAL OFFER LOT #2:				\$ _____

LOT #3 PALM BEACH COUNTY INTERNATIONAL AIRPORT (PBIA)

ITEM NO.	LEVEL OF UNIFORMED SECURITY GUARD	ESTIMATED HOURS PER WEEK	STANDARD HOURLY RATE	TOTAL PER WEEK
1.	UNIFORMED SECURITY GUARD III (PBIA)	304	\$ _____	\$ _____
SUB-TOTAL OFFER LOT #3:				\$ _____

LOT #4 PALM BEACH COUNTY PALM TRAN

ITEM NO.	LEVEL OF UNIFORMED SECURITY GUARD	ESTIMATED HOURS PER WEEK	STANDARD HOURLY RATE	TOTAL PER WEEK
1.	UNIFORMED SECURITY GUARD IV (ARMED)	730	\$ _____	\$ _____
SUB-TOTAL OFFER LOT #4:				\$ _____

LOT #5 PALM BEACH COUNTY SITE/FIELD SUPERVISOR

ITEM NO.	LEVEL OF UNIFORMED SECURITY GUARD	ESTIMATED HOURS PER WEEK	STANDARD HOURLY RATE	TOTAL PER WEEK
1.	SITE/FIELD SUPERVISOR	80	\$ _____	\$ _____
SUB-TOTAL OFFER LOT #5:				\$ _____

**BID RESPONSE
BID #17-015R/MB**

**UNIFORMED SECURITY GUARD SERVICES, JUDICIAL AND
GENERAL LOCATIONS, TERM CONTRACT (RE-BID)**

LOT #6 PALM BEACH COUNTY JUDICIAL SITE/FIELD SUPERVISOR

ITEM NO.	LEVEL OF UNIFORMED SECURITY GUARD	ESTIMATED HOURS PER WEEK	STANDARD HOURLY RATE	TOTAL PER WEEK
1.	SITE/FIELD SUPERVISOR	240	\$ _____	\$ _____
SUB-TOTAL OFFER LOT #6:				\$ _____
TOTAL PER WEEK OFFER (LOT #1 THROUGH LOT #6):				\$ _____
TOTAL ANNUAL OFFER:				\$ _____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Acknowledge Non-Discrimination Policy Form is included as specified herein?	YES/INITIAL _____
Acknowledge Pre-Bid Conference was made, per Term and Condition #11?	YES/INITIAL _____
Acknowledge Qualification of Bidders information is included, per Term and Condition #13?	YES/INITIAL _____
Acknowledge Criminal History Records Check requirement, per Term & Condition #14&15?	YES/INITIAL _____
Acknowledge Attachment A, Special Contract Provisions is completed and submitted per Term & Condition #20?	YES/INITIAL _____
Acknowledge Performance and Payment Bond requirement, per Term and Condition #21?	YES/INITIAL _____
Acknowledge Insurance requirements, per Term and Condition #24?	YES/INITIAL _____

*** PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)**

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

Per General Term and Condition #7, if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

FIRM NAME: (Enter the entire legal name of the bidding entity)		DATE:
* SIGNATURE: _____	PRINT NAME:	
	PRINT TITLE:	
ADDRESS: _____		
CITY / STATE: _____		ZIP CODE: _____
TELEPHONE # ()	E-MAIL:	
TOLL FREE # ()	FAX #: ()	
APPLICABLE LICENSE(S) NUMBER # _____ TYPE: _____		
FEDERAL ID # _____		

ATTACHMENT "A"

SPECIAL CONTRACT PROVISIONS

This contract or purchase order is funded by a contract between Palm Beach County and the U.S. Department of Transportation, Federal Transit Administration (FTA) and governed by the provisions listed under the Master Grant Agreement FTA MA (21), dated October 1, 2014. Therefore, all activities related to this project are subject to the following conditions, which are outlined in greater detail in U.S. Department of Transportation (USDOT) regulations at 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; Federal Transit Administration (FTA) Circular 4220.1F, "Third Party Contracting Guidelines," as revised, as it may be amended from time to time, and other laws and regulations governing procurement activities for Palm Beach County's programs and projects.

Master Grant Agreement FTA MA (21) dated October 1, 2014: <http://www.fta.dot.gov/documents/21-Master.pdf>
Circular 4220.1F as revised: http://www.fta.dot.gov/legislation_law/12349_8641.html

FTA's Best Practices Procurement Manual (BPPM), offers suggested procedures, methods, and examples on conducting third party procurements to assist in meeting the standards of FTA Circular 4220.1F as revised. The BPPM is available at: http://www.fta.dot.gov/funding/thirdpartyprocurement/grants_financing_6037.html The Code of Federal Regulations (CFR) website is available at: <http://www.gpoaccess.gov/cfr/index.html>.

If you are unable or unwilling to comply with these conditions, or need clarification as to applicability of an individual requirement, contact Eugene M. Bitteker, Manager Contracts, Procurement & Stores, Palm Beach County Palm Tran, 3201 Electronics Way, West Palm Beach, Florida 33407; telephone (561) 841-4254, fax (561) 656-7429; or email ebitteker@pbcgov.org.

PART A

GENERAL CONDITIONS – APPLICABLE TO THIS SOLICITATION

1. STATEMENT OF FINANCIAL ASSISTANCE. This procurement is funded in part by a contract between Palm Beach County and the U.S. Department of Transportation, Federal Transit Administration. Therefore, the following Special Contract Provisions apply to this procurement.

2. Prohibited Interest. No employee, officer, or agent of Palm Beach County shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent of Palm Beach County, or any member of his or her immediate family, his or her partner, or an organization which employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award (contractor). No Palm Beach County employee, officer, or agent shall solicit or accept gratuities, favors, or anything of monetary value from any contractor, potential contractor, or parties to subagreements.

3. Interest of Members of Congress. No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this solicitation or to any benefit arising therefrom.

4. No Government Obligation to Third Parties. The contractor agrees, absent express written consent of the Federal Government, that the Federal Government shall not be subject to any obligations or liabilities to any third party contractor, or any subrecipient, or any other party pertaining to any matter resulting from this solicitation. The contractor agrees to include a similar provision in each subcontract financed in whole or in part with federal assistance provided by the FTA.

5. Program Fraud and False or Fraudulent Statements. The contractor acknowledges the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801, et seq., and U.S. Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its activities in connection with this project. The contractor certifies or affirms the truthfulness and accuracy of any statement it has made, makes, or may make pertaining to this solicitation. In addition to other penalties that may apply, the contractor further acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government may deem appropriate. The contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with federal assistance authorized for 49 USC §5307, the Federal Government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n) (1) on the contractor, to the extent the Federal Government deems appropriate.

6. Federal Changes. The contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA(2) dated October 1, 2007) between Palm Beach County and the FTA, as they may be promulgated or amended from time to time during the term of the contract resulting from this solicitation. Contractor's failure to comply shall constitute a material breach of this contract.

ATTACHMENT "A"

SPECIAL CONTRACT PROVISIONS

7. Incorporation of Federal Transit Administration (FTA) Terms. The provisions contained in the Special Contract Provisions include, in part, standard terms and conditions required by the U.S. Department of Transportation (USDOT), whether or not expressly set forth in the contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, dated June 19, 2003, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this solicitation. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Palm Beach County request which would cause the County to be in violation of the FTA terms and conditions.

8. Access to Records. The contractor agrees to provide Palm Beach County, the FTA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to this solicitation for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17, to provide the FTA Administrator or authorized representative (include a PMO contractor) access to contractor's construction sites and records pertaining to a major capital project, defined at 49 USC §5302(a)(1), which is receiving federal financial assistance through the programs described at 49 USC §§5307, 5309, or 5311. The contractor further agrees to maintain all books, records, accounts, and reports required under the contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until Palm Beach County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

9. Civil Rights. The following requirements apply to this solicitation:

a. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC §6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC §12132, and Federal transit law at 49 USC §5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

b. Equal Employment Opportunity. The following equal opportunity requirements apply to this solicitation:

(1) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC §2000e, and federal transit laws at 49 USC §5332, the contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60, et seq., (which implemented Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC §2000e note), and with any other applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. The contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

(2) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §623 and federal transit law at 49 USC §5332, the contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, contractor agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities. In accordance with section 202 of the Americans with Disabilities Act, as amended, 42 USC §12112, the contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

c. The contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only to identify the affected parties.

ATTACHMENT "A"

SPECIAL CONTRACT PROVISIONS

10. Disadvantaged Business Enterprise (DBE) RESOLUTION 99-1617 PALM BEACH COUNTY

- a. It is the policy of Palm Beach County to recognize the authority and applicability of the United States Department of Transportation's rules and regulations governing Disadvantaged Business Enterprise (DBE) participation set forth in 49 CFR Part 26. Palm Beach County is committed to the implementation of these rules and regulations through its approved Disadvantaged Business Enterprise Program. Furthermore, it is the object of the Palm Beach County that:
 - i. Disadvantaged Business Enterprises shall be assured, to the maximum extent feasible, the opportunity to participate in the performance of contracts and subcontract financed in whole or in part with Federal funds; and
 - ii. No person, subject to the activities of Palm Beach County, shall discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.
- b. The bidder/offer or agrees to ensure that DBE firms as defined in Palm Beach County Resolution 99-1617 have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, all bidders shall take all necessary and reasonable steps in accordance with Resolution 99-1617, to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Bidders/offerors shall not discriminate on the basis of race, color, national origin or sex.

11. Energy Conservation. The contractor agrees to comply with mandatory standards and policies related to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The contractor further agrees to include a similar provision in each subcontract financed in whole or in part with federal assistance provided by FTA.

12. Full and Open Competition. FTA Circular 4220.1F imposes a prohibition against procurement actions and situations considered restrictive of full and open competition, examples of which include: (a) unreasonable requirements placed on firms in order for them to qualify to do business; (b) unnecessary experience and excessive bonding requirements; (c) noncompetitive pricing practices between firms or between affiliated companies; (d) noncompetitive awards to any person or firms on retainer contracts; (e) organizational conflicts of interest; (f) specification of brand name product requirements, without listing its salient characteristics or allowing "an equal" product to be provided; (g) any arbitrary action in the procurement process; (h) giving or assigning preference to companies providing domestic partnership or similar benefits; and (i) the use of statutorily or administratively imposed in-state or local geographical preferences in the evaluation of bids or proposals, except in those cases where federal statutes expressly mandate or encourage geographic preference (geographic location may be a selection criterion in procurements for architectural and engineering services provided its application leave an appropriate number of qualified firms, given the nature and size of the project, to complete the project).

PART B

ADDITIONAL REQUIREMENTS – CONDITIONAL **(Please read each qualifying condition carefully)**

13. Termination for Convenience or Default. If this solicitation is valued at \$10,000 or greater (with the exception of contracts with nonprofit organizations and institutions of higher education, for which the applicable threshold is \$100,000), Palm Beach County may terminate this contract, in whole or in part, at any time by written notice to the contractor when it is in the Government's best interest. The contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The contractor shall promptly submit its termination claim to Palm Beach County. If the contractor has any property in its possession belonging to the County, the contractor will account for the same, and dispose of it in the manner the County directs. If the contractor fails to deliver supplies or to perform the services within the time specified in the contract or any extension, or if the contractor fails to comply with any other provisions of the contract, Palm Beach County may terminate the contract for default. The County shall terminate the contract by default by delivering to the contractor a Notice of Termination specifying the nature of the default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If the contract is terminated while the contractor has possession of Palm Beach County-owned goods, the contractor shall, upon direction of the County's contract administrator, protect and preserve the goods until surrendered to Palm Beach County or its agent. The contractor and Palm Beach County shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County. Similar provisions apply to purchase orders and contracts for construction and architect/engineering services. Refer to Article 21 of the Best Procurement Practices Manual, incorporated as a reference herein.

ATTACHMENT "A" SPECIAL CONTRACT PROVISIONS

14. Recycled Products. If this solicitation is for items designated in Subpart B, 40 CFR part 247 by the EPA, and the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year or has procured \$10,000 or more of such items in the previous fiscal year using federal funds, the contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873.

15. Government-wide Debarment and Suspension. If this solicitation has a value of \$25,000 or more, this procurement is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor agrees to comply with, and assures compliance of each third-party contractor and subrecipient at any tier, with 49 CFR 29, Subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The contractor further agrees to include a provision requiring such compliance in any lower tier covered transaction it enters into.

16. Buy America. If this solicitation exceeds \$100,000 and use steel, iron & manufactured products, the contractor agrees, to the extent applicable, to comply with 49 USC §5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. Separate requirements for rolling stock are set out at 49 USC §5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. A bidder or offeror must submit to Palm Beach County the appropriate Buy America certification model formats, if applicable, for which are contained as **Exhibit 1**, attached, with all bids or proposals on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification, if applicable, must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

17. Breaches and Dispute Resolution. FTA Circular 4220.1F imposes the requirements at 49 CFR Part 18 upon all contracts in excess of \$100,000, which contain provision of conditions that allow for administrative, contractual, or legal remedies where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. Accordingly, should the provisions of the contract not address a particular subject or issue involving disputes, performance during disputes, claims for damages, remedies, or rights and remedies, the contractor agrees to comply with the provisions contained at 49 CFR Part 18, and further agrees to include a similar provision in all subcontracts over \$100,000.

18. Lobbying. Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by U.S. Department of Transportation regulation, "New Restrictions on Lobbying," 49 CFR Part 20, modified as necessary for 31 USC §1352. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 USC §1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant, or award covered by 31 USC §1352. Such disclosures are forwarded from tier to tier up to the recipient. A certification format is appended as **Exhibit 2**.

19. Clean Air. The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401, et seq. The contractor agrees to report each violation to Palm Beach County and agrees that Palm Beach County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office. The contractor further agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

20. Clean Water. If this solicitation is valued at \$100,000 or more, the contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. The contractor agrees to report each violation to Palm Beach County and agrees that Palm Beach County will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office. The contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

21. Davis-Bacon and Copeland Anti-Kickback Acts. If this solicitation involves a construction project over \$2,000, the contractor agrees to comply with Davis-Bacon and Copeland Act requirements at 40 USC 3141, et seq., and 18 USC 874. The Acts apply to construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government and,

ATTACHMENT "A"

SPECIAL CONTRACT PROVISIONS

for the purposes of the Acts, include "actual construction, alteration and/or repair, including painting and decorating." The requirements of both Acts are incorporated into a single clause (see 29 CFR 3.11) and are enumerated at 29 CFR 5.5a. In accepting this order or contract, the contractor further agrees to include a similar requirement in all subcontracts financed in whole or in part with federal assistance provided by FTA.

22. Contract Work Hours and Safety Standards Act Requirements. If the solicitation involves a construction project in excess of \$2,000 or a non-construction project to which the Act applies over \$2,500, and is financed at least partly by loans or grants from the Federal Government, the contractor agrees to comply with the Contract Work Hours and Safety Standards Act, codified at 40 USC 3701, et seq. The contractor also agrees to include a similar requirement in all subcontracts financed in whole or in part with federal assistance provided by FTA.

23. Transit Employee Protective Agreements. If this solicitation involves transit operations performed by employees of a contractor recognized by FTA to be a transit operator, the contractor agrees to comply with the applicable transit employee protective requirements, as follows, and further agrees to include the applicable requirement(s) in each subcontract involving transit operations financed in whole or in part with federal assistance provided by FTA:

- a. General Transit Employee Protective Requirements -- To the extent that FTA determines that transit operations are involved, the contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under the contract and to meet the employee protective requirements of 49 USC A5333(b) and U.S. Department of Labor guidelines at 29 CFR part 215, and any amendments thereto.
- b. Transit Employee Protective Requirements for Projects for Elderly Individuals and Individuals with Disabilities -- If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 USC §5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 USC §5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed, the contractor agrees to comply with terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 USC §5333(b), 29 CFR Part 215, and any amendments thereto.
- c. Nonurbanized Areas -- If the contract involves transit operations financed in whole or in part with federal assistance authorized by 49 USC §5311, the contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Labor and Transportation, dated May 31, 1979, and the procedures implemented by the U.S. Department of Labor or any revision thereto.

24. Fly America. The contractor agrees to comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administration regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The contractor shall submit, if a foreign air carrier is used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certification of compliance with the Fly America requirements. The contractor agrees to include this requirement in all subcontracts that may involve international air transportation.

25. Cargo Preference. The contractor agrees to use privately-owned U.S. Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent that such vessels are available at fair and reasonable rates for U.S. Flag commercial vessels. The contractor also agrees to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described above to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590, and to Palm Beach County (through the contractor in the case of subcontractor's bill-of-lading). The contractor further agrees to include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

26. Drug and Alcohol Testing. If this solicitation involves the operation of a transit service or provides transit vehicle maintenance and/or repair services for or on behalf of Palm Beach County, the contractor agrees to participate in Palm Beach County Office of Transportation's drug and alcohol testing program or agrees to establish and implement its own drug and alcohol testing program that complies with 49 CFR Part 655. In the event the contractor subcontracts all or part of the transit

ATTACHMENT "A"

SPECIAL CONTRACT PROVISIONS

service to a third party, a similar requirement including review and approval by the County's contract administrator must be included in any subsequent agreement. The contractor further agrees to certify, prior to the commencement of services under the contract and annually thereafter, compliance with current FTA regulations, including the submittal of the Management Information System (MIS) reports annually, to the Director, Office of Transportation. A certification format is appended as **Exhibit 3**.

27. Patent and Rights in Data. If this solicitation involves patent and rights in data requirements for federally-assisted research projects in which FTA finances in whole or in part the development of a product or information, the contractor agrees to be bound by the terms and conditions contained at 49 CFR Part 19, Appendix A, Section 5, and with any other implementing requirements FTA may issue. These patent and rights in data requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development and/or in writing the user's manual.

28. Privacy Act. If this solicitation involves the operation of a transit service or provides transit vehicle maintenance and/or repair services for or on behalf of Palm Beach County, and drug and alcohol enforcement activities files are organized so that information could be retrieved by personal identifier, the contractor agrees to comply with, and assures the compliance of its employees with, information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC 552a. Among other things, the contractor agrees to obtain the express consent of the Federal Government before the contractor or its employees operate a system of records on behalf of the Federal Government. The contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violating the Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. The contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with federal assistance provided by FTA.

29. Charter Bus. If this is an Operational Service contract, the contractor agrees to comply with 49 USC 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally-funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

30. School Bus Requirements. If this is an Operational Service contract, pursuant to 49 USC 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally-funded equipment, vehicles, or facilities.

31. Conformance with ITS National Architecture. With respect to all Contracts involving the provision of Intelligent Transportation Systems ("ITS"), Contractor agrees to conform to the ITS National Architecture, as promulgated by the United States Department of Transportation, Intelligent Transportation Systems, Joint Program Office.

32. Seismic Safety. If this solicitation pertains to the construction of new buildings or additions to existing buildings, the contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with standards outlined in U.S. Department of Transportation Seismic Safety regulations at 49 CFR Part 41 and will certify compliance to the extent required. The contractor also agrees to ensure that all work performed under the contract, including work performed by a subcontractor, and is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

33. ADA Access. In the fulfillment of this contract and as applicable, the contractor agrees to comply with:

- a) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities,
 - b) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities,
 - c) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 27 and 37. Notably, DOT incorporated by reference into Appendix A of its regulations at 49 CFR Part 37 the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), which include accessibility guidelines for buildings and facilities. DOT also added specific provisions to Appendix A of 49 CFR Part 37 modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and the DOT amendments, and will certify compliance to the extent required by the regulations.
- ADA and ABA Accessibility Guidelines for Buildings and Facilities:
<http://www.access-board.gov/ada-aba/final.cfm>

ATTACHMENT "A"

SPECIAL CONTRACT PROVISIONS

- d) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35,
- e) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194.
- f) Rolling stock must comply with the accessibility requirements of DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37 and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38 subpart B. Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

34. Full and Open Competition. In accordance with 49 CFR Part 18 (the Common Grant Rules), the contractor shall maintain a contract administration system that ensures that it and all subcontractors comply with the terms conditions and specifications of their contracts or purchase orders and all applicable Federal, State and local laws, rules, regulations and requirements. In addition, FTA Circular 4220.1F imposes a prohibition against procurement actions and situations considered restrictive of full and open competition, examples of which include: (a) unreasonable requirements placed on firms in order for them to qualify to do business; (b) unnecessary experience and excessive bonding requirements; (c) noncompetitive pricing practices between firms or between affiliated companies; (d) noncompetitive awards to any person or firms on retainer contracts; (e) organizational conflicts of interest; (f) specification of brand name product requirements, without listing its salient characteristics or allowing "an equal" product to be provided; (g) any arbitrary action in the procurement process; (h) giving or assigning preference to companies providing domestic partnership or similar benefits; and (i) the use of statutorily or administratively imposed in-state or local geographical preferences in the evaluation of bids or proposals, except in those cases where federal statutes expressly mandate or encourage geographic preference (geographic location may be a selection criterion in procurements for architectural and engineering services provided its application leave an appropriate number of qualified firms, given the nature and size of the project, to complete the project).

35. Safe Operation of Motor Vehicles.

a. Seat Belt Use. Pursuant to Executive Order No. 13043, April 16, 1997, 23 U. S. C. § 402, the Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally-operated vehicles and include this provision in any third party subcontracts, leases or similar documents in connection with this project.

b. Distracted Driving, Including Texting While Driving. Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, FTA encourages each third party contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in any third party subcontract leases or similar documents in connection with this project.

c. Safety. The Contractor is encouraged to:

- (1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving Company-owned or rented vehicles; Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or any vehicle, on or off duty, and using an electronic device.
- (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

d. Definitions

- (1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
- (2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

ATTACHMENT "A"
SPECIAL CONTRACT PROVISIONS

By signing below I confirm that I have read and understand PART A GENERAL CONDITIONS – APPLICABLE TO THIS SOLICITATION and, PART B ADDITIONAL REQUIREMENTS – CONDITIONAL. FAILURE TO DO SO SHALL RENDER YOUR RESPONSE NON-RESPONSIVE.

COMPANY NAME: _____

ADDRESS: _____

CITY/ STATE/ ZIP CODE: _____

SIGNATURE: _____

TYPE NAME: _____ DATE: _____

CONTRACTOR SHALL FULLY COMPLETE INFORMATION AS REQUIRED BY THIS SOLICITATION, INCLUDING THE EXHIBITS. IF APPLICABLE, THE FOLLOWING EXHIBITS AND ATTACHMENTS SHALL BE SIGNED AND RETURNED WITH OFFER. FAILURE TO DO SO SHALL RENDER YOUR RESPONSE NON-RESPONSIVE.

EXHIBIT 1

BUY AMERICA CERTIFICATION----ONLY APPLICABLE IF CONTRACT IS IN EXCESS OF \$100,000 AND USE STEEL, IRON & MANUFACTURED PRODUCTS

EXHIBIT 2

RESTRICTIONS ON LOBBYING CERTIFICATION----ONLY APPLICABLE IF CONTRACT IS IN EXCESS OF \$100,000

EXHIBIT 3

DRUG & ALCOHOL TESTING PROGRAM COMPLIANCE CERTIFICATION---APPLICABLE FOR ALL SERVICE CONTRACTS REGARDLESS OF VALUE

EXHIBIT 1
BUY AMERICA CERTIFICATION

FOR PROCUREMENTS OF STEEL, IRON, AND MANUFACTURED PRODUCTS (INCLUDING ROLLING STOCK) OVER \$100,000

If this contract or purchase order is valued in excess of \$100,000 and involves the procurement of steel, iron, or manufactured products, the bidder or offeror hereby certifies that it:

- ☐ Will meet the requirements of 49 USC 5323(j)(1) and the applicable regulations in 49 CFR part 661.5.
- ☐ Cannot meet the requirements of 49 USC 5323(j)(1) and 49 CFR part 661.5, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

If this contract or purchase order is valued in excess of \$100,000 and involves the procurement of buses, other rolling stock, and associated equipment, the bidder or offeror certifies that it:

- ☐ Will comply with the requirements of 49 USC 5323(j)(2)(C) and the regulations at 49 CFR part 661.11.
- ☐ Cannot comply with the requirements of 49 USC 5323(j)(2)(C) and 49 CFR 661.11, but may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

(Date)

(Signature)

(Company)

(Title)

Note: This Buy America certification must be submitted to Palm Beach County, if applicable, with all bids or offers on FTA-funded contracts involving construction or the acquisition of goods or rolling stock, except those subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds.

EXHIBIT 2
RESTRICTIONS ON LOBBYING CERTIFICATION

**FOR ALL PROCUREMENTS OVER \$100,000 INVOLVING
CONSTRUCTION/ARCHITECTURAL AND ENGINEERING/ACQUISITION OF ROLLING
STOCK/PROFESSIONAL SERVICE CONTRACTS/OPERATIONAL SERVICE CONTRACTS/
TURNKEY CONTRACTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph 2 herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 USC 1601, et seq.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 USC A3801, et seq., apply to this certification and disclosure, if any.

(Date)

(Signature)

(Company)

(Title)

Note: This certification must accompany each bid or offer exceeding \$100,000. Pursuant to 31 USC §3801(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

EXHIBIT 3
DRUG & ALCOHOL TESTING PROGRAM COMPLIANCE CERTIFICATION

FOR TRANSIT OPERATIONAL SERVICE CONTRACTS

The undersigned certifies that the contractor, and its subcontractors as required, has established and implemented an anti-drug and alcohol prevention program in accordance with 49 CFR Part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations."

(Date)

(Signature)

(Company)

(Title)

CERTIFICATION OF BUSINESS LOCATION
BID # 17-015R/MB

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference may be given to: (1) bidders having a permanent place of business in Palm Beach County ("County") or (2) bidders having a permanent place of business in the Glades that are able to provide the goods and/or services to be utilized within the Glades. To receive a local preference, bidders must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of the solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the bidder to provide the goods/services being solicited by the County, and will be used to verify that the bidder had a permanent place of business prior to the issuance of the solicitation. The bidder must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or quote submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder to not receive a local preference.

In instances where the bidder is exempt by law from the requirement of obtaining a Business Tax Receipt, the bidder must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the bidder had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said bidders for additional information related to this requirement after the bid/quote due date.

I. Bidder is a:

_____ Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

_____ Headquarters located in Palm Beach County
 _____ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

_____ Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

_____ Headquarters located in the Glades
 _____ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of proposer's County Business Tax Receipt verifies bidder's permanent place of business.

THIS CERTIFICATION is submitted by _____, as
 (Name of Individual)

_____, of _____.
 (Title/Position) (Firm Name of Bidder)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the bidder on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the bidder.

 (Signature)

 (Date)

DRUG-FREE WORKPLACE CERTIFICATION
BID #17-015R/MB

IDENTICAL TIE BIDS/PROPOSALS - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids are received from vendors who have not submitted with their bids/proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/proposal, and received on or before the published bid submission time to be considered. The failure to execute and/or return this certification shall not cause any bid/proposal to be deemed non-responsive.

Whenever two (2) or more bids/proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by _____ the
(Individual's Name)

_____ of _____
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Signature

Date

NON-DISCRIMINATION POLICY
BID #17-015R/MB

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All bidders doing business with Palm Beach County are required to submit a copy of its non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, **prior** to entering into any contract with Palm Beach County. In the event a bidder does not have a written non-discrimination policy, such bidder shall be required to check the applicable statement and sign below affirming that their non-discrimination policy is in conformance with Palm Beach County's policy.

Check one:

☐ Bidder hereby acknowledges that it **does not** have a written non-discrimination policy; however hereby **affirms by signing below** that its non-discrimination policy is in conformance with the above.

OR

☐ Bidder hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

NOTE:

Bidder's failure to comply with the above requirements will render bidder non-responsive.

Bidder shall notify Palm Beach County in the event it no longer maintains a non-discrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.

BIDDER:

Company Name

Signature

Name (type or print)

Title

SCHEDULE 1
LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

PROJECT NAME OR BID NAME: _____ PROJECT NO. OR BID NO.: _____
 NAME OF PRIME BIDDER: _____ ADDRESS: _____
 CONTACT PERSON: _____ PHONE NO.: _____ FAX NO.: _____
 BID OPENING DATE: _____ USER DEPARTMENT: _____

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	<u>M/WBE</u> Minority Business	<u>SBE</u> Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total _____

Total Bid Price \$ _____ Total SBE-M/WBE Participation Dollar Amount or Percentage of Work _____

I hereby certify that the above information is accurate to the best of my knowledge: _____

Signature

Title

Note:

1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount and/or percentage under the appropriate category.
3. M/WBE information is being collected for tracking purposes only.

Revised 9/7/2011

**OSBA SCHEDULE 3
SBE-M/WBE ACTIVITY FORM**

SBE-M/WBE ACTIVITY FOR MONTH ENDING _____ PROJECT#: _____

PROJECT NAME _____

PRIME CONTRACTOR NAME _____

PROJECT SUPERVISOR _____

Schedule 3 is used to show the monthly payment activity for work performed by each SBE-M/WBE Subcontractor on the project and in conformity with the SBE-M/WBE's submitted on schedule 2. It also shows approved change orders as they impact the SBE-M/WBE Subcontractors. Schedule 3 is to be submitted by the Prime with each payment request to Palm Beach County. In the SBE-M/WBE Subcontracting Information section, list the name(s) of each SBE-M/WBE Subcontractor on the project and the total contracted amount for each SBE-M/WBE Subcontractor on the project. As the project proceeds, please complete each column under the SBE-M/WBE Subcontracting Information section accordingly. In the SBE-M/WBE Category, please check the appropriate category that represents each SBE-M/WBE Subcontractor.

SBE-M/WBE SUBCONTRACTING INFORMATION								SBE-M/WBE Category (check all applicable)						
Name of SBE-M/WBE Subcontractor	SBE-M/WBE Total Contract Amount	Approved Change Orders	Revised SBE-M/WBE Contract Amount	Amount drawn for SBE-M/WBE Sub This Period	Amount drawn for SBE-M/WBE Sub to Date	Amount Paid to Date for SBE-M/WBE Subcontractor	Actual Starting Date	Minority Business (√)	Small Business (√)	Black	Hispanic	Women	Caucasian	Other (Please Specify)

I hereby certify that the above information is true to the best of my knowledge _____

(Signature and Title)

Return to: Palm Beach County

Additional Sheets May Be Used As Necessary

NOTE: Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.

Revised 9/7/2011

OSBA SCHEDULE 4 - SBE-M/WBE PAYMENT CERTIFICATION

The Prime Contractor is to submit Schedule 4 with its Monthly Payment Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor. The Prime Contractor is not to request signature from an SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign this form unless it has received a payment from the Prime Contractor for services actually performed by the SBE-M/WBE Subcontractor. A separate Schedule 4 is required for each SBE-M/WBE Subcontractor payment.

This is to certify that _____ received
(SBE or M/WBE Subcontractor Name)

(Monthly) or (Final) payment of \$ _____ . _____

On _____ - _____ - _____ from _____
MM DD YYYY (Prime Contractor Name)

For labor and/or materials used on _____ / _____
(Project Name) (Work Order)

DEPT.: _____ PROJECT NO.: _____

PRIME CONTRACTOR VENDOR CODE: _____

SBE OR M/WBE SUBCONTRACTOR VENDOR CODE: _____

=====

If the SBE Subcontractor intends to disburse any funds associated with this payment to any Subcontractor for labor and/or material provided on this project, please provide the following information:

*Subcontractor Name: _____ Amount to be paid: _____

*Note: If the subcontractor listed in this section is an SBE or M/WBE a separate schedule 4 is required to verify payment.

=====

By: _____
(Signature of Subcontractor) (Print Name & Title of Person executing on behalf of Subcontractor)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20_____

By: _____

Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of Notary

Personally Known _____ OR Produced Identification _____ Type of Identification _____

ATTACHMENT 1**UNIFORMED SECURITY GUARD SERVICES, JUDICIAL AND GENERAL LOCATIONS,
TERM CONTRACT (RE-BID)****BID #17-015R/MB****COMPANY EXPERIENCE**

This package must be plainly filled in with ink or typewritten.

This attachment is a two page attachment and must have firm name and be initialed when submitting with bid.

Entity Name: _____

Entity Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Contact Name: _____ Title: _____

Entity Classification: Corporation: ☐ Partnership: ☐ Sole Proprietorship: ☐ Other (please explain): _____

If Corporation, State where incorporated _____ Date of Incorporation _____

All applicants answer the following:

1. How many years has your organization been operating under your present business name? _____
2. List all previous business names of your organization: _____
3. How many years experience has your organization had as a Prime Contractor: _____
4. Enter your Federal Employer Identification Number (FEIN): _____
5. Enter your Dunn & Bradstreet Number (D&B): _____
6. List the following for all owners, partners, officers, and directors of your organization:

LAST NAME,	FIRST	MI	BUSINESS ADDRESS	CITY	STATE	ZIP

7. List the following for all individuals, co-partnerships, companies and/or corporations owning 10% or more of your organization (applicant):

NAME	PERCENT OWNED	ADDRESS	CITY	STATE	ZIP

8. List the following for all co-partnerships, companies and/or corporations in which your organization has at least 10% ownership:

NAME	PERCENT OWNED	ADDRESS	CITY	STATE	ZIP

FIRM NAME: _____

Initials:(_____)

9. Has the firm, an affiliate, an officer, a director, an agent, an employee or a member of your firm, or that of an affiliate, ever been indicted, had criminal information filed against it, pled guilty, pled no contest, or been convicted of any act prohibited by state or federal criminal law which involves fraud, bribery, collusion, conspiracy, violation of state or federal antitrust laws, or material misrepresentation committed in any federal or state jurisdiction with respect to any public contract?

Yes ☐ No ☐

If yes, please explain in detail: _____

10. Please state whether you or any of your affiliates are presently or have ever been barred or suspended from bidding or contracting on any public contract(s)?

Yes ☐ No ☐

If yes, please attach additional sheet(s) to include: _____

11. Please state whether you or any of your affiliates are presently or have ever been barred or suspended from bidding or contracting on any public contract(s)?

Yes ☐ No ☐

If yes, please attach additional sheet(s) to include: _____

12. Within the past 8 years, have you ever been terminated for cause from any work awarded to you?

Yes ☐ No ☐

If yes, please attach additional sheet(s) to include: _____

FIRM NAME: _____

Initials:(_____)

ATTACHMENT 2**UNIFORMED SECURITY GUARD SERVICES, JUDICIAL AND GENERAL LOCATIONS,
TERM CONTRACT (RE-BID)****BID #17-015R/MB****REFERENCES**

This package must be plainly filled in with ink or typewritten.

This attachment is a single page attachment and must have firm name and be initialed when submitting with bid.

Bidder shall submit three (3) references, (Attachment 2), all must be non-residential clients where services have been provided; including scope of work, contact name, address, telephone number, email address, total dollar amount of contract, beginning date, end date and length of service.

A contact person must be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. The contact person must have been informed they are being used as a reference and that Palm Beach County staff will be contacting them.

Palm Beach County staff shall contact each reference. DO NOT list references that are unable to answer specific questions regarding these requirements. Palm Beach County cannot be listed as a reference.

REFERENCE SUMMARY

CLIENT NAME	
CLIENT ADDRESS	
CONTACT PERSON	
PHONE NUMBER	
EMAIL	
SCOPE OF WORK	
CLIENT NAME	
CLIENT ADDRESS	
CONTACT PERSON	
PHONE NUMBER	
EMAIL	
SCOPE OF WORK	
CLIENT NAME	
CLIENT ADDRESS	
CONTACT PERSON	
PHONE NUMBER	
EMAIL	
SCOPE OF WORK	

FIRM NAME: _____ INITIALS: (_____)

ATTACHMENT 3**UNIFORMED SECURITY GUARD SERVICES, JUDICIAL AND GENERAL LOCATIONS,
TERM CONTRACT (RE-BID)****BID #17-015R/MB****REFERENCES****NON-RESIDENTIAL CLIENT REFERENCES**

This package must be plainly filled in with ink or typewritten.

This attachment is a single page attachment and must have firm name and be initialed when submitting with bid.

Bidder shall submit **three (3)** references, (Attachment 3) of non-residential clients, from non-residential clients, where services have been provided; including the scope of work, contact names, addresses, telephone numbers, email address, total dollar amount of contract, beginning date, end date and length of service.

A contact person must be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. The contact person must have been informed that they are being used as a reference and that Palm Beach County staff will be contacting them.

Palm Beach County staff shall contact each reference. **DO NOT** list references that are unable to answer specific questions regarding these requirements.

REFERENCE SUMMARY			
	ATTACHMENTS SHALL BE NUMBERED AS FOLLOWS: 3A	ATTACHMENTS SHALL BE NUMBERED AS FOLLOWS: 3B	ATTACHMENTS SHALL BE NUMBERED AS FOLLOWS: 3C
CLIENT NAME & ADDRESS			
CONTACT PERSON			
PHONE NUMBER			
EMAIL			
CONTRACT AMOUNT			
SCOPE OF WORK			
CONTRACT BEGINNING DATE			
CONTRACT END DATE			

FIRM NAME: _____ Initials:(_____)

ATTACHMENT 4

UNIFORMED SECURITY GUARD SERVICES, JUDICIAL AND GENERAL LOCATIONS, TERM CONTRACT (RE-BID)

BID #17-015R/MB

CONTRACT EXPERIENCE

NON-RESIDENTIAL CONTRACTS WITH VALUES IN EXCESS OF \$2,000,000

This package must be plainly filled in with ink or typewritten.

Bidder can submit as many pages as needed to comply with the requirements of the bid, each page submitted must have firm name and be initialed when submitting with bid.

The County's annual estimated value of this Solicitation is \$6,287,251.00, bidder shall supply a minimum of two (2) copies of two (2) other non-residential contracts with a combined annual value of no less than \$2,000,000.

Palm Beach County will only contact clients to confirm and/or qualify supporting documentation supplied by bidder. DO NOT list clients that are unable to answer specific questions regarding these requirements.

CONTRACT VALUE SUMMARY	
CLIENT NAME	
CONTRACT VALUE	
CONTACT PERSON	
PHONE NUMBER	
EMAIL	
SCOPE OF WORK	
CONTRACT BEGINNING DATE	
CONTRACT END DATE	
CLIENT NAME	
CONTRACT VALUE	
CONTACT PERSON	
PHONE NUMBER	
EMAIL	
SCOPE OF WORK	
CONTRACT BEGINNING DATE	
CONTRACT END DATE	
CLIENT NAME	
CONTRACT VALUE	
CONTACT PERSON	
PHONE NUMBER	
EMAIL	
SCOPE OF WORK	
CONTRACT BEGINNING DATE	
CONTRACT END DATE	

FIRM NAME: _____ INITIALS: (_____)

ATTACHMENT 5**UNIFORMED SECURITY GUARD SERVICES, JUDICIAL AND GENERAL LOCATIONS,
TERM CONTRACT (RE-BID)****BID #17-015R/MB****SUBCONTRACTOR EXPERIENCE
CONTRACTS WITH SUBCONTRACTOR**

This package must be plainly filled in with ink or typewritten.

This attachment is a single page attachment and must have firm name and be initialed when submitting with bid.

Palm Beach County will only contact clients to confirm and/or qualify supporting documentation supplied by bidder. DO NOT list clients that are unable to answer specific questions regarding these requirements.

CONTRACT VALUE SUMMARY	
CLIENT NAME	
SUBCONTRACTOR NAME	
CONTACT PERSON	
PHONE NUMBER	
EMAIL	
SUBCONTRACTOR PERCENTAGE PARTICIPATION	
SUBCONTRACTOR BEGINNING DATE	
SUBCONTRACTOR END DATE	
CLIENT NAME	
SUBCONTRACTOR NAME	
CONTACT PERSON	
PHONE NUMBER	
EMAIL	
SUBCONTRACTOR PERCENTAGE PARTICIPATION	
SUBCONTRACTOR BEGINNING DATE	
SUBCONTRACTOR END DATE	

FIRM NAME: _____ INITIALS: (_____)



ORIGINAL

Security Services Proposal For



**Board of County Commissioners
Uniformed Security Guard Services, Judicial &
General Locations – Bid# 17-015R/MB**

Presented by:
Norred & Associates
1003 Virginia Ave
Suite 200
Atlanta, Georgia 30354
www.norred.com

March 7, 2017

Palm Beach County, FL
Purchasing Department
50 S Military Trail, Suite 110
West Palm Beach, FL 33415

Attn: Kristen Monnett, Senior Buyer

Reference: Bid # 17-015R/MB – Uniformed Security Guard Services

Thank you for allowing Norred & Associates, Inc. the opportunity to submit this proposal for the provision of security guard services for Palm Beach County. Norred & Associates, Inc. has been proudly serving Palm Beach County since 2013. We are Atlanta's largest locally owned full service security firm and have been in business since 1981. Norred & Associates, Inc. has had the privilege of providing security services for Palm Beach County for almost four (4) years, and hopes to continue to do so in the future. Norred & Associates approach to providing the county with world-class security services involves constant contact with city administrators, careful oversight from management, and carefully chosen security staff that are well trained and screened prior to being placed on assignment. Norred & Associates, Inc.'s president, Jeff Bohling, intends to oversee all operations should our firm be chosen to continue providing security services. In addition, all of Norred & Associates, Inc.'s management staff is accessible at all times to service the needs of the Palm Beach County.

Respectfully,


Jeff Bohling - President

Norred & Associates, Inc.

Email: jbohling@norred.com

404-787-6409-Phone

404-762-4282-Fax

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Remaining Required Forms & Company Licenses	8
Pricing	9
Benefits of Selecting Norred	10

ATTACHMENT 1

UNIFORMED SECURITY GUARD SERVICES, JUDICIAL AND GENERAL LOCATIONS,
TERM CONTRACT (RE-BID)

BID #17-015R/MB

COMPANY EXPERIENCE

This package must be plainly filled in with ink or typewritten.

This attachment is a two page attachment and must have firm name and be initialed when submitting with bid.

Entity Name: Norred & Associates, Inc.

Entity Address: 1003 Virginia Ave., Suite 200

City: Atlanta State: GA Zip: 30354

Phone Number: 404-761-5058 Contact Name: Jeff Bohling Title: President

Entity Classification: Corporation: ☒ Partnership: ☐ Sole Proprietorship: ☐ Other (please explain): ☐

If Corporation, State where incorporated Georgia Date of Incorporation January 12, 1981

All applicants answer the following:

- How many years has your organization been operating under your present business name? 36
- List all previous business names of your organization: Norred & Associates, Inc. has not operated under any other names.
- How many years experience has your organization had as a Prime Contractor: 36
- Enter your Federal Employer Identification Number (FEIN): 58-1446148
- Enter your Dunn & Bradstreet Number (D&B): 064360878

6. List the following for all owners, partners, officers, and directors of your organization:

LAST NAME,	FIRST	MI	BUSINESS ADDRESS	CITY	STATE	ZIP
BOHLING	Jeff	R	1003 Virginia Ave., Suite 200	Atlanta	GA	30354
NORRED	Greg	D	1003 Virginia Ave., Suite 200	Atlanta	GA	30354
GETMAN	Danielle		1003 Virginia Ave., Suite 200	Atlanta	GA	30354

7. List the following for all individuals, co-partnerships, companies and/or corporations owning 10% or more of your organization (applicant):

NAME	PERCENT OWNED	ADDRESS	CITY	STATE	ZIP
Greg D. Norred	100	221 Dixon Cir.	Fayetteville	GA	30215

8. List the following for all co-partnerships, companies and/or corporations in which your organization has at least 10% ownership:

NAME	PERCENT OWNED	ADDRESS	CITY	STATE	ZIP

FIRM NAME: Norred & Associates, Inc.Initials: (Signature)

9. Has the firm, an affiliate, an officer, a director, an agent, an employee or a member of your firm, or that of an affiliate, ever been indicted, had criminal information filed against it, pled guilty, pled no contest, or been convicted of any act prohibited by state or federal criminal law which involves fraud, bribery, collusion, conspiracy, violation of state or federal antitrust laws, or material misrepresentation committed in any federal or state jurisdiction with respect to any public contract?

Yes ☐ No ☒

If yes, please explain in detail: _____

10. Please state whether you or any of your affiliates are presently or have ever been barred or suspended from bidding or contracting on any public contract(s)?

Yes ☐ No ☒

If yes, please attach additional sheet(s) to include: _____

11. Please state whether you or any of your affiliates are presently or have ever been barred or suspended from bidding or contracting on any public contract(s)?

Yes ☐ No ☒

If yes, please attach additional sheet(s) to include: _____

12. Within the past 8 years, have you ever been terminated for cause from any work awarded to you?

Yes ☐ No ☒

If yes, please attach additional sheet(s) to include: _____

FIRM NAME: Norred & Associates, Inc.

Initials: gm

ATTACHMENT 2**UNIFORMED SECURITY GUARD SERVICES, JUDICIAL AND GENERAL LOCATIONS,
TERM CONTRACT (RE-BID)****BID #17-015R/MB****REFERENCES**

This package must be plainly filled in with ink or typewritten.

This attachment is a single page attachment and must have firm name and be initialed when submitting with bid.

Bidder shall submit three (3) references, (Attachment 2), all must be non-residential clients where services have been provided; including scope of work, contact name, address, telephone number, email address, total dollar amount of contract, beginning date, end date and length of service.

A contact person must be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. The contact person must have been informed they are being used as a reference and that Palm Beach County staff will be contacting them.

Palm Beach County staff shall contact each reference. DO NOT list references that are unable to answer specific questions regarding these requirements. Palm Beach County cannot be listed as a reference.

REFERENCE SUMMARY

CLIENT NAME	Chick - fil - A
CLIENT ADDRESS	5200 Buffington Rd., Atlanta, GA 30354
CONTACT PERSON	Mr. Tim Meadows
PHONE NUMBER	404-312-6889
EMAIL	tim.meadows@cfacorp.com
SCOPE OF WORK	Provider of armed & unarmed security for Chick-fil-A corporate headquarters and 75 acre campus, including main buildings and parking structures. We are currently under contract with Chick fil A and have held this contract since 2004. Approximately \$2,000,000.00
CLIENT NAME	The Kroger Company
CLIENT ADDRESS	2175 Parklake Dr NE, Atlanta, GA 30345
CONTACT PERSON	Mr. Bob Fechte
PHONE NUMBER	770-313-8060
EMAIL	bob.fechte@kroger.com
SCOPE OF WORK	Provider of armed & unarmed security for Kroger locations in Georgia, Virginia and North Carolina. We are currently under contract with Kroger and have held the contract since 1981. Approximately \$4,000,000.00
CLIENT NAME	LG Electronics
CLIENT ADDRESS	14901 North Beach St., Fort Worth, TX 76177
CONTACT PERSON	Mr. Bruce Null
PHONE NUMBER	817-807-3004 or 817-491-6961
EMAIL	bruce.null@lge.com
SCOPE OF WORK	Provider of security services for all of LG Electronic Distribution Centers in the United States. We are currently under contract with LG Electronics, and have held the contract since 2011. Approximately \$3,500,000.00

FIRM NAME: Norred & Associates, Inc.INITIALS: 

ATTACHMENT 3**UNIFORMED SECURITY GUARD SERVICES, JUDICIAL AND GENERAL LOCATIONS,
TERM CONTRACT (RE-BID)****BID #17-015R/MB****REFERENCES****NON-RESIDENTIAL CLIENT REFERENCES**

This package must be plainly filled in with ink or typewritten.

This attachment is a single page attachment and must have firm name and be initialed when submitting with bid.

Bidder shall submit **three (3)** references, (Attachment 3) of non-residential clients, from non-residential clients, where services have been provided; including the scope of work, contact names, addresses, telephone numbers, email address, total dollar amount of contract, beginning date, end date and length of service.

A contact person must be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. The contact person must have been informed that they are being used as a reference and that Palm Beach County staff will be contacting them.

Palm Beach County staff shall contact each reference. **DO NOT** list references that are unable to answer specific questions regarding these requirements.

REFERENCE SUMMARY

	ATTACHMENTS SHALL BE NUMBERED AS FOLLOWS: 3A	ATTACHMENTS SHALL BE NUMBERED AS FOLLOWS: 3B	ATTACHMENTS SHALL BE NUMBERED AS FOLLOWS: 3C
CLIENT NAME & ADDRESS	Chick - fil - A 5200 Buffington Rd. Atlanta, GA 30349	City of Houston 900 Bagby, 2nd Floor Houston, TX 77002	Fulton County, GA
CONTACT PERSON	Mr. Tim Meadows	C.J. Messiah	Lt. Scott McBride
PHONE NUMBER	404-312-6889	832-393-8021 or 832-707-4726	404-613-5716
EMAIL	tim.meadows@cfacorp.com	cjmessiah@houstontx.gov	scott.mcbride@fultoncountyga.gov
CONTRACT AMOUNT	Approximately \$2,000,000.00 annually	\$63,263,189.74	Approximately \$3,200,000.00 annually
SCOPE OF WORK	Armed & unarmed security for corporate hq, campus and parking decks.	Armed & unarmed security for various government facilities, including Bush & Hobby airports	
CONTRACT BEGINNING DATE	2004	November 2015	March 1, 2011
CONTRACT END DATE	current	November 2018	February 2017

FIRM NAME: Norred & Associates, Inc.Initials: gmu

NON-RESIDENTIAL CLIENTS

CLIENT	CONTACT	CONTACT NUMBER
Americold Logistics	Mr. Jim Meyers	678-387-4688
Chick - fil - A	Mr. Tim Meadows	404-312-6889
City of Houston	Mr. C.J. Messiah	832-707-4726
Kroger	Mr. Bob Fechte	770-313-8060
LG Electronics	Mr. Bruce Null	817-491-6961
Cobb EMC	Mr. Dan Carmichael	678-355-3240
City of Griffin	Ms. Laura Stewart	770-233-2920
Emory University	Lt. Burt Buchtinec	404-727-2679
West Palm Beach	Sgt. Matt King	561-355-2764
West Palm Beach	Mark Swanson	561-308-7618
National Distributors	Mr. Steve Feldman	404-472-2045
Aarons	Marshal Meacham	678-943-9085

NON-RESIDENTIAL CLIENTS

CLIENT	CONTACT	CONTACT NUMBER
Georgia's United	Scott Groome	770-495-2119
Hapeville Charter Career Academy	Carla Olsen	678-410-2504
Howell Mill Sq.	Kim Trotter	770-956-8393
Crawford Long	Tim Williams	404-217-1913
Goddard Investment Group	Gary Bennett	404-735-5807
Wilpak	Don Powell	770-825-6055
Bennett International	Phil Desouza	256-302-1507
UAB Hospital	Kathy Headly	205-481-8593
Repro	David Grainger	(770)531-8312
United Distributors	Mr. Rodney Turner	678-283-1767
Hitachi	Yuka Katsumori	770-266-5036
Kane	T.J. McCann	570-877-3495

[illegible]

EXPERIENCE & CAPABILITIES

Founded by Greg Norred In January, 1981, Norred & Associates began as a one-man firm specializing in employment-related investigations. Since that time, the company has grown into a full-service security firm with more than 1,200 employees, operations in 23 different states and approximately 160 accounts, with a retention rate of 97.2%

Though Norred is now Atlanta's largest locally-owned and operated security firm, our development has been steady, and the majority of our growth has been referral-based. This means our service has not become a casualty of uncontrollable expansion. Our development has allowed us to achieve success through proven principles, yet remain flexible enough to adapt to any situation. It is this culture we have worked hard to perfect.

EXPERIENCE & CAPABILITIES

Our firm is responsible for security services for a vast array of clientele, ranging from city, state and county governments to Class A high-rises and educational institutes. We are proud to boast a client retention rate of over 97%, and we attribute this to our commitment to customer service and our customized approach to each individual account.

Norred & Associates, Inc.'s corporate headquarters are located at 1003 Virginia Ave. Atlanta, GA 30354; however we have major satellite offices in Fontana, CA, West Palm Beach, FL and Houston, TX. **Our Palm Beach offices are located at: 2300 Palm Beach Lakes Blvd, Suite 204, West Palm Beach, FL 33409**

EXPERIENCE & CAPABILITIES

Our senior management staff has over 90 years of combined experience in the security field, and is dedicated to meeting and exceeding all of our client's security and safety needs. Norred & Associates, Inc. has been in business for over 35 years, and is a recognized leader in the security industry. Since no two client's needs are the same, our methodology of custom tailored security solutions has proven time and time again to be the most effective approach to ensuring effective and efficient security programs.

EXPERIENCE & CAPABILITIES

At Norred & Associates, Inc., we believe that our clients should have access to all levels of our management at any time they wish. Our organizational chart is as follows: All Officers placed on the account will have a direct Shift Supervisor they will report to. Each shift has a designated Shift Supervisor that is responsible for the front line supervision of our staff. Each Shift Supervisor will be held responsible on several levels. First, the Account Manager (individual placed directly over the account) audits the performance of all site supervisors.

The Account Manager is responsible for staffing, disciplining, reviewing and compiling incident reports, and serves as the immediate point of contact between Norred & Associates, Inc. and our client.

EXPERIENCE & CAPABILITIES

The Account Manager assigned to the contract reports to Norred Zone Manager, Ryan Luppino. Ryan reports directly to our President, Jeff Bohling. Jeff makes command decisions over all accounts and ensures that all necessary measures to our client's needs and expectations are being taken. Our CEO, Greg Norred, is directly involved in all major company decisions and also makes himself available to our client's at any time they wish.

MANAGEMENT STAFF

Greg Norred, CEO

Greg Norred is the CEO of Norred & Associates, Inc., which he founded in 1981. Greg is a noted professional in the detection and prevention of corporate crime, illegal drug activity and workplace violence. He has been featured in no less than twelve publications including: *Canadian Security*, *The Journal of Protection & Communications*; *The Atlanta Business Chronicle*; *Pension World*, *The Magazine for Pension & Benefit Executives*; *Atlanta Small Business Monthly*; *Georgia Trend*; *Sunday Daily News*; *The Personnel News*; *Business Atlanta Magazine*, and *Atlanta International Magazine*.

MANAGEMENT STAFF

Jeff Bohling, President/C.O.O.

Jeff Bohling is a seasoned professional with over 25 years of experience in the security industry. Prior to joining Norred & Associates, he managed a market in the Atlanta area that provided over 100,000 hours of weekly service. At Norred, he is directly responsible for all uniform security operations as well as overseeing accounting, the preparation and publishing of all financial statements, cash management, human resources and all back-office operations. Jeff has an M.B.A.

MANAGEMENT STAFF

Ryan Luppino, Security Manager

Ryan Luppino is Norred's Security Manager and is over our Florida market. Ryan is originally from New York and relocated to the South over two decades ago. Ryan has been promoted through the ranks and has been recognized by law enforcement, clients, customers and visitors for his dedication, loyalty and pursuit of excellence. Ryan has extensive experience with implementing security programs from the ground up to include emergency procedures, development of post orders, partnering with local law enforcement and coaching and developing a first class security staff. Ryan has an Associates Degree from Midland College, Columbia, South Carolina.



Norred & Associates, Inc.
Corporate Security & Investigations

March 7, 2017

Palm Beach County Board of Commissioners

Re: Bid# 17-015R/MB

This letter is to serve as Norred & Associates' attestation of our employee retention rate. We are extremely proud to boast an employee retention rate of well over 51%. We attribute this to our outstanding employee screening and recruitment. We also conduct exit interviews to benefit from an employees' resignation. Norred believes through our open communication and our fostering of employee development, that we can continue to push the industry average on this front.

RETENTION PLAN

Norred & Associates believes that our success in the industry is because we recruit, hire, and retain excellent employees who perform above industry standards. It is Norred's belief that our guards are deserving of the most courteous and attentive treatment we can give them. Norred has implemented several recognition programs to give back to our guards:

Since all of our employees are important to us, Norred & Associates, Inc. has an annual picnic, which all security personnel are invited and encouraged to attend so that we might express our appreciation to them for the services they provide.

RETENTION PLAN

An annual Christmas party is held for all employees and their families. Norred & Associates, Inc. provides door prizes and other entertainment. An annual Account Managers Recognition Banquet is held at the beginning of each year to recognize those Account Managers who contributed to the growth and stability of our agency through overtime control, outstanding performance, outstanding customer service and best "team player".

Each month Norred & Associates, Inc. recognizes an officer from the Security Division as the Officer of the Month. The officer selected will receive rewards for this award and be eligible for the Officer of the Year award.



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRIAN P. KEMP

Licensee Details

Licensee Information

Name: Norred & Assoc Inc

Owner: G D Norred

Address: 1003 Virginia Ave.

Ste. 200

Atlanta GA 30354

Primary Source License Information

Lic #: PDSC000257 Profession: Priv Detective & Sec. Agency Type: Company - Private Detective/Security

Secondary: Method: Examination

Status: Active

Issued: 12/28/1981 Expires: 6/30/2017

Last
Renewal 6/25/2015
Date:

Associated Licenses

Relationship: Employment

Licensee: Aborisade, Segun

License
Type: Employee - Security Guard

License #: SGE022540

License
Status: Lapsed

Established:

Association
Date:

Expiry:

Type: Prerequisite

Relationship: Employment

Licensee: Acevedo, Peter Karl Heinz

License
Type: Employee - Private Detective

License #:

License
Status: Withdrawn

Established:

Association
Date: 7/6/2006

Expiry:

Type: Prerequisite

Relationship: Employment

Licensee: Adams Jr, Barnett

License
Type: Employee - Security Guard

License #: SGE039934

License
Status: Inactive

Established:

Association
Date:

Expiry:

Type: Prerequisite

ARTICLES OF INCORPORATION

OF

NORRED & ASSOCIATES, INC.

ONE

The name of the corporation is: "NORRED & ASSOCIATES, INC."

TWO

The corporation shall have perpetual duration and is organized pursuant to the Georgia Business Corporation Code.

THREE

The corporation is organized as a corporation for profit and for any lawful purpose not specifically prohibited to corporations under the applicable laws of the State of Georgia, including but not limited to engaging in the business of private and corporate investigations and security services, and shall be authorized in connection therewith to carry on any lawful business.

FOUR

The corporation has authority to issue not more than One Thousand shares of common stock of \$1.00 par value. Said common shares shall be of a single class with no disparity as to dividends, redemption, liquidation rights, conversion rights or voting rights.

FIVE

The Corporation shall not commence business until it shall have received at least Five Hundred Dollars (\$500.00) in payment for the issuance of shares of stock.

SIX

The initial registered office of the corporation shall be at Suite 320C, 1001 Virginia Avenue, Atlanta, Georgia, 30354. The initial registered agent of the corporation shall be Gregory D. Norred.

SEVEN

The initial Board of Directors shall consist of two members.

Their names and addresses are:

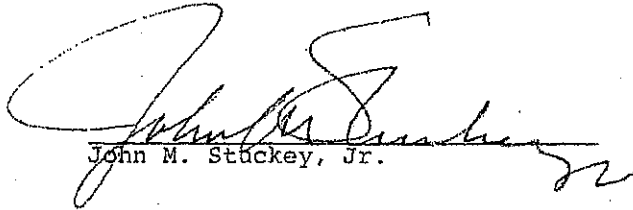
Gregory D. Norred
Suite 320C
1001 Virginia Avenue
Atlanta, Georgia 30354

Claudia E. Norred
135 Huntcliff Court
Fayetteville, Georgia 30214

EIGHT

The name and address of the incorporator is John M. Stuckey, Jr., Suite 205, 1005 Virginia Avenue, Atlanta, Georgia, 30354.

IN WITNESS WHEREOF, the undersigned executes these Articles of Incorporation.



John M. Stuckey, Jr.

SECRETARY OF STATE

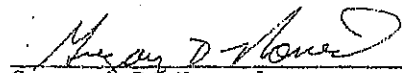
JAN 12 12 51 PM '81

RECEIVED

CONSENT OF REGISTERED AGENT

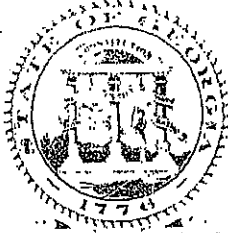
Gregory D. Norred does hereby acknowledge that he has been appointed as registered agent for NORRED & ASSOCIATES, INC., pursuant to the provisions of the Georgia Business Corporation Code, and the said Gregory D. Norred does hereby consent to such appointment.

This 12th day of Jan., 1981.



Gregory D. Norred

State of Georgia



OFFICE OF SECRETARY OF STATE

*I, David B. Poythress, Secretary of State of the
State of Georgia, do hereby certify that*

based on a diligent search of the records on file in this office, I find that the name of the following proposed domestic corporation to wit

"NORRED & ASSOCIATES, INC. "

is not identical with or confusingly similar to the name of any other existing domestic or domesticated or foreign corporation registered in the records on file in this office or to the name of any other proposed domestic or domesticated, or foreign corporation as shown by a certificate of the Secretary of State heretofore issued and presently effective.

This certificate is in full force and effective for a period of 4 calendar months from date of issuance. After such period of time, this certificate is void.



In TESTIMONY WHEREOF, I have hereunto set my hand and affixed
the seal of my office, in the Capitol, in the City of Atlanta, this
6th day of January, in the year of our Lord
One Thousand Nine Hundred and Eighty One and
of the Independence of the United States of America the Two
Hundred and Five

81005061

Secretary of State, Ex Officio Corporation
Commissioner of the State of Georgia

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

Electronically Filed

Secretary of State

Filing Date: 1/27/2017 8:19:40 AM

BUSINESS INFORMATION

CONTROL NUMBER	J100315
BUSINESS NAME	NORRED & ASSOCIATES, INC.
BUSINESS TYPE	Domestic Profit Corporation
EFFECTIVE DATE	01/27/2017

PRINCIPAL OFFICE ADDRESS

ADDRESS	PO Box 82352, ATLANTA, GA, 30354-1928, USA
---------	--

REGISTERED AGENT'S NAME AND ADDRESS

NAME	ADDRESS
GLOVER & DAVIS, PA	ATTN:NATHAN LEE, 10 BROWN STREET, Coweta, NEWNAN, GA, 30264, USA

OFFICERS INFORMATION

NAME	TITLE	ADDRESS
Danielle Getman	SECRETARY	1003 Virginia Ave., Suite 200, ATLANTA, GA, 30354, USA
GREG D. NORRED	CEO	PO Box 82352, ATLANTA, USA
JEFF BOHLING	CFO	PO Box 82352, ATLANTA, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Jeffrey Bohling
AUTHORIZER TITLE	Officer



B. P. Kemp

Brian P. Kemp
Secretary of State

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

Electronically Filed

Secretary of State

Filing Date: 1/8/2016 2:35:29 PM

BUSINESS INFORMATION

CONTROL NUMBER J100315
BUSINESS NAME NORRED & ASSOCIATES, INC.
BUSINESS TYPE Domestic Profit Corporation
EFFECTIVE DATE 01/08/2016

PRINCIPAL OFFICE ADDRESS

ADDRESS PO Box 82352, ATLANTA, GA, 30354-1928, USA

REGISTERED AGENT'S NAME AND ADDRESS

NAME	ADDRESS
GLOVER & DAVIS, PA	ATTN:NATHAN LEE, 10 BROWN STREET, Coweta, NEWNAN, GA, 30264, USA

OFFICERS INFORMATION

NAME	TITLE	ADDRESS
		PO Box 82352, Atlanta, USA
Danielle Getman	SECRETARY	1003 Virginia Ave., Suite 200, ATLANTA, GA, 30354, USA
GREG D. NORRED	CEO	PO Box 82352, ATLANTA, USA
JEFF BOHLING	CFO	PO Box 82352, ATLANTA, USA
JEFFREY BOHLING		600 S. CENTRAL AVE, SUITE B-100, ATLANTA, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE Jeff Bohling
AUTHORIZER TITLE Officer



B. P. Kemp

Brian P. Kemp
Secretary of State



Brian P. Kemp
Secretary of State

STATE OF GEORGIA
2015 Corporation Annual Registration

OFFICE OF THE SECRETARY OF STATE
Annual Registration Filing
P.O. Box 23038
Columbus, Georgia 31902-3038

Secretary of State
Control No.: J100315
Date Filed: 2/3/2015 8:55:38 AM

Information on record as of: 8:55:40 AM

Entity Control No.: J100315

Amount Due: \$50.00

Amount Due AFTER April 1, 2015: \$75.00

NORRED & ASSOCIATES, INC.
PO Box 82352
ATLANTA, Georgia 30354-1928

Each business entity registered or filed with the Office of Secretary of State is required to file an annual registration. Amount due for this entity is indicated above and below on the remittance form. Annual fee is \$50. If amount is more than \$50, the total reflects amount(s) due from previous year(s) and any applicable late fee(s). **Renew by April 1, 2015** Your Annual Registration must be postmarked by April 1, 2015. If your registration and payment are not postmarked by April 1, 2015, you will be assessed a \$25.00 late filing penalty fee.

For faster processing, we invite you to file your Annual Registration online with a credit card at <http://www.sos.ga.gov/corporations/>. The Corporations Division accepts Visa, MC, Discover, American Express and ATM/Debit Cards with the Visa or MC logo for online filings only. Annual Registrations not processed online require payment with a check, certified bank check or money order. We cannot accept cash for payment.

You may mail your registration in by submitting the bottom portion of this remittance with a check or money order payable to "Secretary of State". All checks must be pre-printed with a complete address in order to be accepted by our offices for your filing. Absolutely, no counter or starter checks will be accepted. Failure to adhere to these guidelines will delay or possibly reject your filing. Checks that are dishonored by your bank are subject to a \$30.00 NSF charge. Failure to honor your payment could result in a civil suit filed against you and/or your entity may be Administratively Dissolved by the Secretary of State. [See O.C.G.A. § 13-6-15 and Title 14, respectively.]

Officer, address and Agent information currently of record is listed below. Please verify "county of registered office." If correct and complete, detach bottom portion, sign, and return with payment. Or, enter changes as needed and submit. Complete each line, even if the same individual serves as Chief Executive Officer, Chief Financial Officer, and Secretary of the corporation.

Note: Registered Agent address must be a street address in Georgia where the agent may be served personally. A mail drop or P.O. Box does not comply with Georgia law for registered office. P.O. Boxes may be used for principal office and officers' addresses.

Any person authorized by the entity to do so may sign and file registration (including online filing). Additionally, a person who signs a document submits an electronic filing he or she knows is false in any material respect with the intent that the document be delivered to the Secretary of State for filing shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished to the highest degree permissible by law. [O.C.G.A. § 14-2-129.]

Please return ONLY the original form below and applicable fee(s). For more information on Annual Registrations or to file online, visit <http://www.sos.ga.gov/corporations/>. Or, call 404-656-2817.

CORPORATION NAME	ADDRESS	CITY	STATE	ZIP
NORRED & ASSOCIATES, INC.	600 S CENTRAL AVE STE 201	ATLANTA	GA	30354-1928
CEO: GREG D. NORRED	600 SO. CENTRAL AVE. SUITE 201	ATLANTA	Georgia	30354
CFO: JEFF BOHLING	600 SO. CENTRAL AVE. SUITE 201	ATLANTA	Georgia	30354
SEC: WALLACE JESSE	600 SO. CENTRAL AVE. SUITE 201	ATLANTA	Georgia	30354

THE ABOVE INFORMATION HAS BEEN UPDATED TO:

CORPORATION NAME	ADDRESS	CITY	STATE	ZIP
NORRED & ASSOCIATES, INC.	PO Box 82352	ATLANTA	Georgia	30354-1928
CEO: GREG D. NORRED	PO Box 82352	ATLANTA	Georgia	30354
CFO: JEFF BOHLING	PO Box 82352	ATLANTA	Georgia	30354
SEC: WALLACE JESSE	600 SO. CENTRAL AVE. SUITE 201	ATLANTA	Georgia	30354

AGT: GLOVER & DAVIS, PA	ATTN:NATHAN LEE, 10 BROWN STREET	NEWMAN	Georgia	30264
I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS FORM AND THAT THE INFORMATION IS TRUE AND CORRECT.	P.O. BOX NOT ACCEPTABLE FOR REGISTERED AGENT'S ADDRESS	COUNTY OF REGISTERED OFFICE:	Coweta County	
AUTHORIZED SIGNATURE:		Date:2/3/2015 8:55:38 AM	Total Due:	
Title:Attorney-in-Fact	Email: jbohling@norred.com			\$50.00

BR201 2015 Corporation Annual Registration

153 J10031524 0050009 NORREDASSOCIATESINC08 201504014 0075000



Brian P. Kemp
Secretary of State

STATE OF GEORGIA
2014 Corporation Annual Registration

OFFICE OF THE SECRETARY OF STATE
Annual Registration Filing
P.O. Box 23038
Columbus, Georgia 31902-3038

Secretary of State
Control No.: J100315
Date Filed: 2/11/2014 12:08:18 PM

Information on record as of: 12:08:20 PM

Entity Control No. J100315

Amount Due: \$50.00

Amount Due AFTER June 1, 2014: \$75.00

NORRED & ASSOCIATES, INC.
600 S CENTRAL AVE STE 201
ATLANTA, Georgia 30354-1928

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For faster processing, we invite you to file your Annual Registration online with a credit card at <http://www.sos.ga.gov/corporations/>. The Corporations Division accepts Visa, MC, Discover, American Express and ATM/Debit Cards with the Visa or MC logo for online filings only. Annual Registrations not processed online require payment with a check, certified bank check or money order. We cannot accept cash for payment.

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Please return ONLY the original form below and applicable fee(s). For more information on Annual Registrations or to file online, visit <http://www.sos.ga.gov/corporations/>. Or, call 404-656-2817.

CORPORATION NAME	ADDRESS	CITY	STATE	ZIP
NORRED & ASSOCIATES, INC.	600 S CENTRAL AVE STE 201	ATLANTA	GA	30354-1928
CEO: GREG D. NORRED	600 SO. CENTRAL AVE. SUITE 201	ATLANTA	Georgia	30354
CFO: JEFF BOHLING	600 SO. CENTRAL AVE. SUITE 201	ATLANTA	Georgia	30354
SEC: DANIELLE GETMAN	600 SO. CENTRAL AVE. SUITE 201	ATLANTA	Georgia	30354

THE ABOVE INFORMATION HAS BEEN UPDATED TO:

CORPORATION NAME	ADDRESS	CITY	STATE	ZIP
NORRED & ASSOCIATES, INC.	600 S CENTRAL AVE STE 201	ATLANTA	Georgia	30354-1928
CEO: GREG D. NORRED	600 SO. CENTRAL AVE. SUITE 201	ATLANTA	Georgia	30354
CFO: JEFF BOHLING	600 SO. CENTRAL AVE. SUITE 201	ATLANTA	Georgia	30354
SEC: WALLACE JESSE	600 SO. CENTRAL AVE. SUITE 201	ATLANTA	Georgia	30354

AGT: GLOVER & DAVIS, PA	ATTN:NATHAN LEE, 10 BROWN STREET	NEWNAN	Georgia	30264
I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS FORM AND THAT THE INFORMATION IS TRUE AND CORRECT.	P.O. BOX NOT ACCEPTABLE FOR REGISTERED AGENT'S ADDRESS	COUNTY OF REGISTERED OFFICE:	Coweta County	
AUTHORIZED SIGNATURE: JEFFREY BOHLING		Date:2/11/2014 12:08:18 PM	Total Due:	
Title:President	Email: JBOHLING@NORRED.COM			\$50.00

BR201 2013 Corporation Annual Registration

144 J10031524 0050009 NORREDASSOCIATESINC08 201406013 0075000



Brian P. Kemp
Secretary of State

STATE OF GEORGIA
2013 Corporation Annual Registration

OFFICE OF THE SECRETARY OF STATE
Annual Registration Filing
P.O. Box 23038
Columbus, Georgia 31902-3038

Information on record as of: 11:37:09 AM

Entity Control No. J100315

Amount Due: \$50.00

Amount Due AFTER May 31, 2013: \$75.00

NORRED & ASSOCIATES, INC.
600 S CENTRAL AVE STE 201
ATLANTA, Georgia 30354-1928

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For faster processing, we invite you to file your Annual Registration online with a credit card at <http://www.sos.ga.gov/corporations/>. The Corporations Division accepts Visa, MC, Discover, American Express and ATM/Debit Cards with the Visa or MC logo for online filings only. Annual Registrations not processed online require payment with a check, certified bank check or money order. We cannot accept cash for payment.

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Officer, address and Agent information currently of record is listed below. Please verify "county of registered office." If correct and complete, detach bottom portion, sign, and return with payment. Or, enter changes as needed and submit. Complete each line, even if the same individual serves as Chief Executive Officer, Chief Financial Officer, and Secretary of the corporation.

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BUSINESS NAME	ADDRESS	CITY	STATE	ZIP
: DANIELLE GETMAN	600 SO. CENTRAL AVE. SUITE 201	ATLANTA	Georgia	30354
: JEFF BOHLING	600 SO. CENTRAL AVE. SUITE 201	ATLANTA	Georgia	30354
: GREG D. NORRED	600 SO. CENTRAL AVE. SUITE 201	ATLANTA	Georgia	30354

THE ABOVE INFORMATION HAS BEEN UPDATED TO:

BUSINESS NAME	ADDRESS	CITY	STATE	ZIP
NORRED & ASSOCIATES, INC.	600 S CENTRAL AVE STE 201	ATLANTA	Georgia	30354-1928
CEO: GREG D. NORRED	600 SO. CENTRAL AVE. SUITE 201	ATLANTA	Georgia	30354
CFO: JEFF BOHLING	600 SO. CENTRAL AVE. SUITE 201	ATLANTA	Georgia	30354
SEC: DANIELLE GETMAN	600 SO. CENTRAL AVE. SUITE 201	ATLANTA	Georgia	30354

AGT: GLOVER & DAVIS, PA	ATTN:NATHAN LEE, 10 BROWN STREET	NEWNAN	Georgia	30264
I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS FORM AND THAT THE INFORMATION IS TRUE AND CORRECT.	P.O. BOX NOT ACCEPTABLE FOR REGISTERED AGENT'S ADDRESS	COUNTY OF REGISTERED OFFICE:	Coweta County	
AUTHORIZED SIGNATURE: JEFFREY BOHLING		Date:5/3/2013 11:37:07 AM	Total Due:	
Title:President	Email: JBOHLING@NORRED.COM			\$50.00

BR201 2013 Corporation Annual Registration

135 J10031524 0050009 NORREDASSOCIATESINC08 201305319 0075000



Brian P. Kemp
Secretary of State

STATE OF GEORGIA

2012 Corporation Annual Registration

OFFICE OF SECRETARY OF STATE

Annual Registration Filings
P.O. Box 23038
Columbus, Georgia 31902-3038

Control No: J100315
Date Filed: 05/03/2012 04:09 PM
Brian P. Kemp
Secretary of State

Information on record as of: 5/3/2012 4:09:35 PM

Entity Control No. J100315

Amount Due: \$50.00

Amount Due AFTER April 1, 2012: \$50.00

NORRED & ASSOCIATES, INC.
600 S CENTRAL AVE STE 201
ATLANTA, GA 30354-1928

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Current information printed below. Review and update as needed. Detach original coupon and return with payment.

CORPORATION NAME	ADDRESS	CITY	STATE	ZIP
NORRED & ASSOCIATES, INC.	600 S CENTRAL AVE STE 201	ATLANTA	GA	30354
CEO: GREG D. NORRED	600 SO. CENTRAL AVE. SUITE 201	ATLANTA	GA	30354
CFO: JEFF BOHLING	600 SO. CENTRAL AVE. SUITE 201	ATLANTA	GA	30354
SEC DANIELLE GETMAN	600 SO. CENTRAL AVE. SUITE 201	ATLANTA	GA	30354
AGT NATIONAL REGISTERED AGENTS, INC.	3675 CRESTWOOD PARKWAY, SUITE 350	DULUTH	GA	30096
IF ABOVE INFORMATION HAS CHANGES, TYPE OR PRINT CORRECTIONS BELOW:				
CORPORATION ADDRESS:				
CEO:				
CFO:				
SEC:				
AGT: C T CORPORATION SYSTEM	1201 Peachtree Street NE	Atlanta	GA	30361
I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS FORM AND THAT THE INFORMATION IS TRUE AND CORRECT.	P.O. BOX NOT ACCEPTABLE FOR REGISTERED AGENT'S ADDRESS	COUNTY OF REGISTERED OFFICE: GWINNETT	COUNTY CHANGE OR CORRECTION: Fulton	
AUTHORIZED SIGNATURE: Mark Williams		DATE: 5/3/2012 4		Total Due: \$50.00
TITLE: Filer		EMAIL: ksullivan@norred.com		

BR201 2012 Corporation Annual Registration

126 J10031524 0050009 NORREDASSOCIATESINC08 201304016 0050009



Brian P. Kemp
Secretary of State

STATE OF GEORGIA
2011 Corporation Annual Registration

OFFICE OF SECRETARY OF STATE
Annual Registration Filings
P.O. Box 23038
Columbus, Georgia 31902-3038

Control No: J100315
Date Filed: 02/10/2011 01:23 PM
Brian P. Kemp
Secretary of State

Chauncey Newsome
Director

Information on record as of: 2/10/2011

Entity Control No. J100315

Amount Due: \$50.00

Amount Due AFTER April 1, 2011: \$75.00

NORRED & ASSOCIATES, INC.
600 S CENTRAL AVE STE 201
ATLANTA, GA 30354-1928

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For faster processing, we invite you to file your Annual Registration online with a credit card at www.georgiacorporations.org. The Corporations Division accepts Visa, MC, Discover, American Express and ATM/Debit Cards with the Visa or MC logo for online filings only. Annual Registrations not processed online require payment with a check, certified bank check or money order. **We cannot accept cash for payment.**

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Please return ONLY the original form below and applicable fee(s). For more information on Annual Registrations or to file online, visit www.georgiacorporations.org. Or, call 404-656-2817. **PLEASE PRINT LEGIBLY.**

Current information printed below. Review and update as needed. Detach original coupon and return with payment.

CORPORATION NAME	ADDRESS	CITY	STATE	ZIP
NORRED & ASSOCIATES, INC.	600 S CENTRAL AVE STE 201	ATLANTA	GA	30354
CEO: GREG D. NORRED	600 SO.CENTRAL AVE.SUITE 201	ATLANTA	GA	30354
CFO: JEFF BOHLING	600 SO.CENTRAL AVE.SUITE 201	ATLANTA	GA	30354
SEC DANIELLE GETMAN	600 SO. CENTRAL AVE. SUITE 201	ATLANTA	GA	30354
AGT NATIONAL REGISTERED AGENTS, INC.	3875 CRESTWOOD PARKWAY, SUITE 350	DULUTH	GA	30096
IF ABOVE INFORMATION HAS CHANGES, TYPE OR PRINT CORRECTIONS BELOW:				
CORPORATION ADDRESS:				
CEO:				
CFO:				
SEC:				
AGT:			GA	
I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS FORM AND THAT THE INFORMATION IS TRUE AND CORRECT.	P.O. BOX NOT ACCEPTABLE FOR REGISTERED AGENT'S ADDRESS	COUNTY OF REGISTERED OFFICE: GWINNETT	COUNTY CHANGE OR CORRECTION:	
AUTHORIZED SIGNATURE: Tina Leath		DATE: 2/10/2011		Total Due:
TITLE: Filer		EMAIL: tleath@norred.com		\$50.00

BR201 2011 Corporation Annual Registration

117 J10031524 0050009 NORREDASSOCIATESINC08 201104018 0050009



Wesley B. Tailor
Secretary of State

STATE OF GEORGIA
2010 Corporation Annual Registration

OFFICE OF SECRETARY OF STATE
Annual Registration Filings
P.O. Box 23038
Columbus, Georgia 31902-3038

Control No: J100315
Date Filed: 02/03/2010 01:22 PM
Wesley B. Tailor
Deputy Secretary of State

Chauncey Newsome
Director

Information on record as of: 2/3/2010

Entity Control No. J100315

Amount Due: \$30.00

Amount Due AFTER April 1, 2010: \$55.00

NORRED & ASSOCIATES, INC.
600 S CENTRAL AVE STE 201
ATLANTA GA, 30354-1928

Each business entity registered or filed with the Office of Secretary of State is required to file an annual registration. Amount due for this entity is indicated above and below on the remittance form. Annual fee is \$30. If amount is more than \$30, the total reflects amount(s) due from previous year(s) and any applicable late fee(s). **Renew by April 1, 2010.** Your Annual Registration must be postmarked by April 1, 2010. If your registration and payment are not postmarked by April 1, 2010, you will be assessed a \$25.00 late filing penalty fee.

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Officer, address and Agent information currently of record is listed below. Please verify "county of registered office." If correct and complete, detach bottom portion, sign, and return with payment. Or, enter changes as needed and submit. Complete each line, even if the same individual serves as Chief Executive Officer, Chief Financial Officer, and Secretary of the corporation.

Note: Registered Agent address must be a street address in Georgia where the agent may be served personally. A mail drop or P.O. Box does not comply with Georgia law for registered office. P.O. Boxes may be used for principal office and officers' addresses.

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Please return ONLY the original form below and applicable fee(s). For more information on Annual Registrations or to file online, visit www.georgiacorporations.org. Or, call 404-656-2817. **PLEASE PRINT LEGIBLY.**

Current information printed below. Review and update as needed. Detach original coupon and return with payment.

CORPORATION NAME	ADDRESS	CITY	STATE	ZIP
NORRED & ASSOCIATES, INC.	600 S CENTRAL AVE STE 201	ATLANTA	GA	30354
CEO: GREG D. NORRED	600 SO.CENTRAL AVE.SUITE 201	ATLANTA	GA	30354
CFO: JEFF BOHLING	600 SO.CENTRAL AVE.SUITE 201	ATLANTA	GA	30354
SEC DANIELLE GETMAN	600 SO. CENTRAL AVE. SUITE 201	ATLANTA	GA	30354
AGT NATIONAL REGISTERED AGENTS, INC.	3875 CRESTWOOD PARKWAY, SUITE 350	DULUTH	GA	30096
IF ABOVE INFORMATION HAS CHANGES, TYPE OR PRINT CORRECTIONS BELOW:				
CORPORATION ADDRESS:				
CEO:				
CFO:				
SEC:				
AGT:			GA	
I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS FORM AND THAT THE INFORMATION IS TRUE AND CORRECT.	P.O. BOX NOT ACCEPTABLE FOR REGISTERED AGENT'S ADDRESS	COUNTY OF REGISTERED OFFICE: GWINNETT	COUNTY CHANGE OR CORRECTION:	
AUTHORIZED SIGNATURE: Tina Leath		DATE: 2/3/2010 1		Total Due:
TITLE: Filer		EMAIL: dmegarry@uscorpworks.com		\$30.00

BR201 2010 Corporation Annual Registration

108 J10031524 0030004 NORREDASSOCIATESINC08 201004019 055004



Karen C Handel
Secretary of State

STATE OF GEORGIA

2009 Corporation Annual Registration

OFFICE OF SECRETARY OF STATE

Annual Registration Filings
P.O. Box 23038
Columbus, Georgia 31902-3038

Control No: J100315
Date Filed: 07/15/2009 04:24 PM
Karen C Handel
Secretary of State

Chauncey Newsome
Director

Information on record as of: 7/15/2009

Entity Control No. J100315

Amount Due: \$30.00

Amount Due AFTER April 1, 2009: \$30.00

NORRED & ASSOCIATES, INC.
600 S CENTRAL AVE STE 201
ATLANTA GA, 30354-1928

Each business entity registered or filed with the Office of Secretary of State is required to file an annual registration. Amount due for this entity is indicated above and below on the remittance form. Annual fee is \$30. If amount is more than \$30, the total reflects amount(s) due from previous year(s) and any applicable late fee(s). Renew by April 1, 2009. Your Annual Registration must be postmarked by April 1, 2009. If your registration and payment are not postmarked by April 1, 2009, you will be assessed a \$25.00 late filing penalty fee.

For faster processing, we invite you to file your Annual Registration online with a credit card at www.georgiacorporations.org. The Corporations Division accepts Visa, MC, Discover, American Express and ATM/Debit Cards with the Visa or MC logo for online filings only. Annual Registrations not processed online require payment with a check, certified bank check or money order. We cannot accept cash for payment.

You may mail your registration in by submitting the bottom portion of this remittance with a check or money order payable to "Secretary of State". All checks must be pre-printed with a complete address in order to be accepted by our offices for your filing. Absolutely, no counter or starter checks will be accepted. Failure to adhere to these guidelines will delay or possibly reject your filing. Checks that are dishonored by your bank are subject to a \$30.00 NSF charge. Failure to honor your payment could result in a civil suit filed against you and/or your entity may be Administratively Dissolved by the Secretary of State. [See O.C.G.A. § 13-6-15 and Title 14, respectively.]

Officer, address and Agent information currently of record is listed below. Please verify "county of registered office." If correct and complete, detach bottom portion, sign, and return with payment. Or, enter changes as needed and submit. Complete each line, even if the same individual serves as Chief Executive Officer, Chief Financial Officer, and Secretary of the corporation.

Note: Registered Agent address must be a street address in Georgia where the agent may be served personally. A mail drop or P.O. Box does not comply with Georgia law for registered office. P.O. Boxes may be used for principal office and officers' addresses.

Any person authorized by the entity to do so may sign and file registration (including online filing). Additionally, a person who signs a document submits an electronic filing he or she knows is false in any material respect with the intent that the document be delivered to the Secretary of State for filing shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished to the highest degree permissible by law. [O.C.G.A. § 14-2-129.]

Please return ONLY the original form below and applicable fee(s). For more information on Annual Registrations or to file online, visit www.georgiacorporations.org. Or, call 404-656-2817. PLEASE PRINT LEGIBLY.

Current information printed below. Review and update as needed. Detach original coupon and return with payment.

CORPORATION NAME	ADDRESS	CITY	STATE	ZIP
NORRED & ASSOCIATES, INC.	600 S CENTRAL AVE STE 201	ATLANTA	GA	30354
CEO: GREG D. NORRED	600 SO. CENTRAL AVE. SUITE 201	ATLANTA	GA	30354
CFO: JEFF BOHLING	600 SO. CENTRAL AVE. SUITE 201	ATLANTA	GA	30354
SEC DANIELLE GETMAN	600 SO. CENTRAL AVE. SUITE 201	ATLANTA	GA	30354
AGT JEFFREY R. BOHLING	1708 FERNSTONE TERRACE	ACWORTH	GA	30101
IF ABOVE INFORMATION HAS CHANGES, TYPE OR PRINT CORRECTIONS BELOW:				
CORPORATION ADDRESS:				
CEO:				
CFO:				
SEC:				
AGT: NATIONAL REGISTERED AGENTS INC	3675 CRESTWOOD PARKWAY SUITE 350	DULUTH	GA	30096
I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS FORM AND THAT THE INFORMATION IS TRUE AND CORRECT.	P.O. BOX NOT ACCEPTABLE FOR REGISTERED AGENT'S ADDRESS	COUNTY OF REGISTERED OFFICE: Cobb	COUNTY CHANGE OR CORRECTION: GWINNETT	
AUTHORIZED SIGNATURE: JEFF BOHLING		DATE: 7/15/2009		Total Due:
TITLE: Filer		EMAIL:		\$30.00

BR201 2009 Corporation Annual Registration

091 J100315X4 0030004 NORREDASSOCIATESINC08 200904012 030007



Karen C Handel
Secretary of State

STATE OF GEORGIA
2008 Corporation Annual Registration

Control No: J100315
Date Filed: 03/05/2008 01:16 PM
Karen C Handel
Secretary of State

OFFICE OF SECRETARY OF STATE
Annual Registration Filings
P.O. Box 23038
Columbus, Georgia 31902-3038

Entity Control No. J100315

Information on record as of: 3/5/2008

NORRED & ASSOCIATES, INC.
600 S CENTRAL AVE STE 201
ATLANTA GA, 30354-1928

Amount due from this entity is indicated below. Annual fee is \$30. If amount is more than \$30, total reflects amount(s) due from previous year(s). **Renew by April 1, 2008**

Renew at www.georgiacorporations.org or by submitting bottom portion with check payable to "Secretary of State".

Officer, address and agent information currently of record is listed below. Please verify "county of registered office." If correct and complete, detach bottom portion, sign, and return with payment. Or, enter changes as needed and submit. Complete each line, even if the same individual serves as Chief Executive Officer, Chief Financial Officer and Secretary of the corporation. Please PRINT LEGIBLY.

Note: Agent address must be a street address in Georgia where the agent may be served personally. A mail drop or P.O. Box does not comply with Georgia law for registered office. P.O. Box may be used for principal office and officers.

Any person authorized by the entity to do so may sign and file registration (including online filing).

Please return ONLY the original form below and fee. Other filings and correspondence should be sent to our Atlanta address: Corporations Division, 315 West Tower, #2 Martin Luther King Jr. Drive, Atlanta, GA 30334.

Visit www.georgiacorporations.org to file online or for more information on annual registration. Or, call 404-656-2817.

Current information printed below. Review and update as needed. Detach original coupon and return with payment.

CORPORATION NAME	ADDRESS	CITY	STATE	ZIP
NORRED & ASSOCIATES, INC.	600 S CENTRAL AVE STE 201	ATLANTA	GA	30354
CEO: GREG D. NORRED	600 SO.CENTRAL AVE.SUITE 201	ATLANTA	GA	30354
CFO: JEFF BOHLING	600 SO.CENTRAL AVE.SUITE 201	ATLANTA	GA	30354
SEC: DANIELLE MAYNARD	600 SO. CENTRAL AVE. SUITE 201	ATLANTA	GA	30354
AGT: JEFFREY R. BOHLING	1708 FERNSTONE TERRACE	ACWORTH	GA	30101
IF ABOVE INFORMATION HAS CHANGED, TYPE OR PRINT CORRECTIONS BELOW:				
Corporation Addr:				
CEO:				
CFO:				
SEC:				
AGT:				
P.O. BOX NOT ACCEPTABLE				
GA				
I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS FORM AND THAT THE INFORMATION IS TRUE AND CORRECT.		COUNTY OF REGISTERED OFFICE:		COUNTY CHANGE OR CORRECTION:
AUTHORIZED SIGNATURE: Tina L. Leath		Cobb		
DATE: 3/5/2008 1				
TITLE: Filer				

BR203 2008 Corporation Annual Registration

Amount Due: **\$30.00**

082 J1003154 0030004 NORREDASSOCIATESINC08



Karen C Handel
Secretary of State

STATE OF GEORGIA
2007 Corporation Annual Registration

Control No: J100315
Date Filed: 03/09/2007 02:10 PM
Karen C Handel
Secretary of State

OFFICE OF SECRETARY OF STATE
Annual Registration Filings
P.O. Box 23038
Columbus, Georgia 31902-3038

Entity Control No. J100315

Information on record as of: 3/9/2007

NORRED & ASSOCIATES, INC.
600 S CENTRAL AVE STE 201
ATLANTA GA, 30354-1928

Amount due from this entity is indicated below. Annual fee is \$30. If amount is more than \$30, total reflects amount(s) due from previous year(s). **Renew by April 1, 2007**

Renew at www.georgiacorporations.org or by submitting bottom portion with check payable to "Secretary of State".

Officer, address and agent information currently of record is listed below. Please verify "county of registered office." If correct and complete, detach bottom portion, sign, and return with payment. Or, enter changes as needed and submit. Complete each line, even if the same individual serves as Chief Executive Officer, Chief Financial Officer and Secretary of the corporation. Please PRINT LEGIBLY.

Note: Agent address must be a street address in Georgia where the agent may be served personally. A mail drop or P.O. Box does not comply with Georgia law for registered office. P.O. Box may be used for principal office and officers.

Any person authorized by the entity to do so may sign and file registration (including online filing).

Please return ONLY the original form below and fee. Other filings and correspondence should be sent to our Atlanta address: Corporations Division, 315 West Tower, #2 Martin Luther King Jr. Drive, Atlanta, GA 30334.

Visit www.georgiacorporations.org to file online or for more information on annual registration. Or, call 404-656-2817.

Current information printed below. Review and update as needed. Detach original coupon and return with payment.

CORPORATION NAME	ADDRESS	CITY	STATE	ZIP
NORRED & ASSOCIATES, INC.	600 S CENTRAL AVE STE 201	ATLANTA	GA	30354
CEO: GREG D. NORRED	600 SO.CENTRAL AVE.SUITE 201	ATLANTA	GA	30354
CFO: CHARLES SIMMONS	600 SO.CENTRAL AVE.SUITE 201	ATLANTA	GA	30354
SEC: DANIELLE MAYNARD	600 SO. CENTRAL AVE. SUITE 201	ATLANTA	GA	30354
AGT: JEFFREY R. BOHLING	5018 PRESERVATION POINTE	KENNESAW	GA	30152
IF ABOVE INFORMATION HAS CHANGED, TYPE OR PRINT CORRECTIONS BELOW:				
Corporation Addr:				
CEO:				
CFO: JEFF BOHLING	600 SO.CENTRAL AVE.SUITE 201	ATLANTA	GA	30354
SEC:				
AGT: JEFFREY R BOHLING	1708 FERNSTONE TERRACE	ACWORTH	GA	30101
I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS FORM AND THAT THE INFORMATION IS TRUE AND CORRECT.		COUNTY OF REGISTERED OFFICE:	COUNTY CHANGE OR CORRECTION:	
AUTHORIZED SIGNATURE: GREG D. NORRED		Cobb		
TITLE: Filer				

BR203 2007 Corporation Annual Registration

Amount Due: **\$30.00**

073 J100315%4 0030004 NORREDASSOCIATESINC08



CATHY COX
Secretary of State

STATE OF GEORGIA
2006 Corporation Annual Registration

OFFICE OF SECRETARY OF STATE
Annual Registration Filings
P.O. Box 23038
Columbus, Georgia 31902-3038

Control No: J100315
Date Filed: 05/25/2006 01:35 PM
Cathy Cox
Secretary of State

Enrico M. Robinson
Director of Corporations

Entity Control No. J100315

Information on record as of: 5/25/2006

NORRED & ASSOCIATES, INC.
600 S CENTRAL AVE STE 201
ATLANTA GA, 30354-1928

Amount due from this entity is indicated below. Annual fee is \$30. If amount is more than \$30, total reflects amount(s) due from previous year(s). **Renew by April 1, 2006**

Renew at www.georgiacorporations.org or by submitting bottom portion with check payable to "Secretary of State".

Officer, address and agent information currently of record is listed below. Please verify "county of registered office." If correct and complete, detach bottom portion, sign, and return with payment. Or, enter changes as needed and submit. Complete each line, even if the same individual serves as Chief Executive Officer, Chief Financial Officer and Secretary of the corporation. Please PRINT LEGIBLY.

Note: Agent address must be a street address in Georgia where the agent may be served personally. A mail drop or P.O. Box does not comply with Georgia law for registered office. P.O. Box may be used for principal office and officers.

Any person authorized by the entity to do so may sign and file registration (including online filing).

Please return **ONLY** the original form below and fee. Other filings and correspondence should be sent to our Atlanta address: Corporations Division, 315 West Tower, #2 Martin Luther King Jr. Drive, Atlanta, GA 30334.

Visit www.georgiacorporations.org to file online or for more information on annual registration. Or, call (404) 656-2817.

Current information printed below. Review and update as needed. Detach original coupon and return with payment.

CORPORATION NAME	ADDRESS	CITY	STATE	ZIP
NORRED & ASSOCIATES, INC.	600 S CENTRAL AVE STE 201	ATLANTA	GA	30354-1928
CEO: GREG D. NORRED	600 SO. CENTRAL AVE. SUITE 201	ATLANTA	GA	30354
CFO: CHARLES SIMMONS	600 SO. CENTRAL AVE. SUITE 201	ATLANTA	GA	30354
SEC: DANIELLE MAYNARD	600 SO. CENTRAL AVE. SUITE 201	ATLANTA	GA	30354
AGT: JEFFREY R. BOHLING	5018 PRESERVATION POINTE	KENNESAW	GA	30152

IF ABOVE INFORMATION HAS CHANGED, TYPE OR PRINT CORRECTIONS BELOW:

Corporation Addr:				
CEO:				
CFO:				
SEC:				
AGT:	P.O. BOX NOT ACCEPTABLE			
I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS FORM AND THAT THE INFORMATION IS TRUE AND CORRECT.		COUNTY OF REGISTERED OFFICE:	COUNTY CHANGE OR CORRECTION:	
AUTHORIZED SIGNATURE: GREG D. NORRED				
DATE: 5/25/2006				
TITLE: Filer				

BR203 2006 Corporation Annual Registration

Amount Due: **\$30.00**

064 J1003150 0030004 NORREDASSOCIATESINC07

2016 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F08000001741

Entity Name: NORRED & ASSOCIATES, INC.

Current Principal Place of Business:

1003 VIRGINIA AVE
200
ATLANTA, GA 30354

Current Mailing Address:

P.O. BOX 82352
ATLANTA, GA 30354 US

FEI Number: 58-1446148

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324 US

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

SIGNATURE: MADONNA CUDDIHY

04/27/2016

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title MR.
Name BOHLING, JEFF PRES
Address 600 S. CENTRAL AVE., STE. B-100
City-State-Zip: ATLANTA GA 30354

Title MRS.
Name GETMAN, DANIELLE SEC
Address 600 S. CENTRAL AVE., STE. B-100
City-State-Zip: ATLANTA GA 30354

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JEFFREY BOHLING

PRESIDENT

04/27/2016

Electronic Signature of Signing Officer/Director Detail

Date

2017 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F08000001741

FILED
Jan 06, 2017
Secretary of State
CC6549095258

Entity Name: NORRED & ASSOCIATES, INC.

Current Principal Place of Business:

1003 VIRGINIA AVE
200
ATLANTA, GA 30354

Current Mailing Address:

P.O. BOX 82352
ATLANTA, GA 30354 US

FEI Number: 58-1446148

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324 US

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

SIGNATURE: MADONNA CUDDIHY

01/06/2017

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title MR.
Name BOHLING, JEFF PRES
Address 1003 VIRGINIA AVE.
SUITE 200
City-State-Zip: ATLANTA GA 30354

Title MRS.
Name GETMAN, DANIELLE SEC
Address 1003 VIRGINIA AVE.
SUITE 200
City-State-Zip: ATLANTA GA 30354

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JEFFREY BOHLING

PREISIDENT

01/06/2017

Electronic Signature of Signing Officer/Director Detail

Date

EMPLOYER'S QUARTERLY TAX AND WAGE REPORT - PART II

GEORGIA DEPARTMENT OF LABOR - P. O. BOX 740234 - ATLANTA, GA 30374-0234 Tel. (404) 232-3245

REPORT FOR THE QUARTER ENDING DECEMBER 31 2016

ELECTRONIC FORM PROCESSING

DO NOT staple any items to this page

A Aatrix Rev. 9/8/15

382267-03

DOL Account Number

4/16

Qtr/Yr

1.08

Total Tax Rate

JANUARY 31 2017

Form Must be Filed By



43999

FORM ENTRY EXAMPLE:

(PLEASE PRINT CLEARLY)

1 0 2 6 9 0 0

For each month, report the number of covered workers who worked during or received pay for the payroll period which includes the 12th of the month

6 7 5 6 4 7 6 5 8

(1ST MONTH)

(2ND MONTH)

(3RD MONTH)

2. Total REPORTABLE GROSS WAGES Paid..... \$ 3 5 1 5 5 5 1 7 9
This Quarter (combine all wages into one total.)
MINUS Non-Taxable Wages Paid This Quarter..... - 2 6 1 9 8 5 9 0 1
4. TAXABLE WAGES Paid This Quarter..... 8 9 5 6 9 2 7 8
Contribution Tax Due
1.00% x taxable wages (line 4)..... 8 9 5 6 9 3
6. Administrative Assessment Due:
0.08% x taxable wages (line 4)..... 7 1 6 5 5
Interest On Lines 5 and 6: See Instructions
Due After JANUARY 31 2017..... 0 0 0
8. Penalty is for filing late, not based on total amount
due: (See Instructions) Due After JANUARY 31 2017..... 0 0 0
Debit/Credit Balance as of
(Use (+) for DEBIT and (-) for CREDIT)..... 0 0 0
10. TOTAL AMOUNT DUE: (SUM of lines 5 thru 9)..... \$ 9 6 7 3 4 8

PARTS I & II OF THIS REPORT MUST BE SUBMITTED.

AFID 2593658

UNLESS PARTS I & II OF THIS REPORT ARE FILED AND THE TOTAL AMOUNT DUE IS PAID, A FL FA (TAX LIEN) WILL BE ISSUED AS REQUIRED BY LAW.

Return original forms (Parts I & II) with remittance to GA DEPT of LABOR

FOR DEPT USE ONLY

Phone (404) 232-3301 EMPLOYER CHANGE REQUEST - If ANY of the following items have changed, please complete the appropriate information below.

If you are a new employer, or the name of your business or MAILING ADDRESS has changed or is incorrect, enter the correct information below:

(Business Name)

(Street Address)

(Street Address)

(City)

(State)

(Zip + 4)

(Phone)

(Email Address)

3. If the PRINCIPAL LOCATION of your business operations in GEORGIA has changed, enter the correct address below (DO NOT use a P.O. Box number for Principal Location):

(Street Address)

(Street Address)

(City)

(State)

(Zip + 4)

(Phone)

(Email Address)

2. If your Federal Identification number has changed enter the correct number below:

If the Federal ID number changed due to a change in ownership, complete section D.

I certify that the information in this report and any subsequent pages attached is true and correct and that no part of the tax was or is to be deducted from the worker's wages

D. If your business was discontinued or if a change in ownership has occurred, please complete the following:

(Check One)

☐ Business Discontinued ☐ Entire Business Sold ☐ Corporation Formed
☐ Partners Added or Withdrawn ☐ Merger ☐ Partial Sale
☐ Corporate Name Change Only (Attach copy of Amendment to Charter)
☐ Other (Attach Explanation)

Effective Date (MM/DD/YY) / /

(New Owner's Name)

(Street Address)

(Street Address)

(City)

(State)

(Zip + 4)

(Phone)

(Email Address)

NORRED AND ASSOCIATES, INC.
P. O. BOX 82352

ATLANTA, GA 30354-
(Employer Name and Address)

KAREN SULLIVAN

4047615058

01/12/17

Signature and title of individual responsible for information provided

Phone No.

Date

EMPLOYER'S QUARTERLY TAX AND WAGE REPORT - PART II

GEORGIA DEPARTMENT OF LABOR P.O. BOX 740234 ATLANTA, GA 30374-0234 Tel. (404) 232-3245

REPORT FOR THE QUARTER ENDING SEPTEMBER 30, 2016

ELECTRONIC FORM PROCESSING

DO NOT staple any items to this page
Aatrix Rev. 9/8/15

382267-03
DOL Account Number

3 16
Qtr/Yr

1.08
Total Tax Rate

OCTOBER 31 2016
Form Must be Filed By



43999

FORM ENTRY EXAMPLE: (PLEASE PRINT CLEARLY)

1 1 2 6 9 0 0

For each month, report the number of covered workers who worked during or received pay for the payroll period which includes the 12th of the month

6 6 6 6 4 9 6 5 0

(1ST MONTH) (2ND MONTH) (3RD MONTH)

2. Total REPORTABLE GROSS WAGES Paid This Quarter (combine all wages into one total.)	\$	3	6	7	6	0	0	0	4	0
MINUS Non-Taxable Wages Paid This Quarter	-	2	4	4	7	1	0	6	7	0
4. TAXABLE WAGES Paid This Quarter		1	2	2	8	8	9	3	7	0
Contribution Tax Due 1.00% x taxable wages (line 4)				1	2	2	8	8	9	4
6. Administrative Assessment Due: 0.08% x taxable wages (line 4)					9	8	3	1	1	
Interest On Lines 5 and 6: See Instructions Due After OCTOBER 31 2016							0	0	0	
8. Penalty is for filing late, not based on total amount due: (See Instructions) Due After OCTOBER 31 2016							0	0	0	
Debit/Credit Balance as of (Use (+) for DEBIT and (-) for CREDIT)							0	0	0	
10. TOTAL AMOUNT DUE: (SUM of lines 5 thru 9)	\$			1	3	2	7	2	0	5

PARTS I & II OF THIS REPORT MUST BE SUBMITTED.

UNLESS PARTS I & II OF THIS REPORT ARE FILED AND THE TOTAL AMOUNT DUE IS PAID, A FI. FA. (TAX LIEN) WILL BE ISSUED AS REQUIRED BY LAW.

Return original forms (Parts I & II) with remittance to GA DEPT of LABOR

FOR DEPT USE ONLY

Phone (404) 232-3301 **EMPLOYER CHANGE REQUEST** - If ANY of the following items have changed, please complete the appropriate information below.

If you are a new employer, or the name of your business or MAILING ADDRESS has changed or is incorrect, enter the correct information below:

(Business Name) _____

(Street Address) _____

(Street Address) _____

(City) (State) (Zip + 4) _____

(Phone) (Email Address) _____

If the PRINCIPAL LOCATION of your business operations in GEORGIA has changed, enter the correct address below (DO NOT use a P.O. Box number for Principal Location):

(Street Address) _____

(Street Address) _____

(City) (State) (Zip + 4) _____

(Phone) (Email Address) _____

If your Federal Identification number has changed enter the correct number below:

If the Federal ID number changed due to a change in ownership, complete section D. I certify that the information in this report and any subsequent pages attached is true and correct and that no part of the tax was or is to be deducted from the worker's wages.

D. If your business was discontinued or if a change in ownership has occurred, please complete the following:

(Check One)

☐ Business Discontinued ☐ Entire Business Sold ☐ Corporation Formed

☐ Partners Added or Withdrawn ☐ Merger ☐ Partial Sale

☐ Corporate Name Change Only (Attach copy of Amendment to Charter)

☐ Other (Attach Explanation)

Effective Date (MM/DD/YY) ____/____/____

(New Owner's Name) _____

(Street Address) _____

(Street Address) _____

(City) (State) (Zip + 4) _____

(Phone) (Email Address) _____

NORRED AND ASSOCIATES, INC.
P. O. BOX 82352

ATLANTA, GA 30354-
(Employer Name and Address)

10/27/16

Signature and title of individual responsible for information provided

Phone No.

Date

EMPLOYER'S QUARTERLY TAX AND WAGE REPORT - PART II

GEORGIA DEPARTMENT OF LABOR - P.O. BOX 740234 - ATLANTA, GA 30374-0234 Tel. (404) 232-3245

REPORT FOR THE QUARTER ENDING JUNE 30, 2016



43999

ELECTRONIC FORM PROCESSING

DO NOT staple any items to this page

Aatrix Rev. 9/8/15

382267-03

2, 16

1-08

AUGUST 1, 2016

DOL Account Number

Qtr/Yr

Total Tax Rate

Form Must be Filed By

FORM ENTRY EXAMPLE:

(PLEASE PRINT CLEARLY)

1 2 6 9 0 0

For each month, report the number of covered workers who worked during or received pay for the payroll period which includes the 12th of the month.

6 3 3 6 2 4 6 4 8

(1ST MONTH)

(2ND MONTH)

(3RD MONTH)

2. Total REPORTABLE GROSS WAGES Paid..... \$ 3 3 3 1 6 3 7 4 7
This Quarter (combine all wages into one total.)

MINUS Non-Taxable Wages Paid This Quarter..... 1 0 3 8 2 5 2 1 4

4. TAXABLE WAGES Paid This Quarter..... 2 2 9 3 3 8 5 3 3

Contribution Tax Due
1.00% x taxable wages (line 4)..... 2 2 9 3 3 8 5

6. Administrative Assessment Due:
0.08% x taxable wages (line 4)..... 1 8 3 4 7 1

Interest On Lines 5 and 6: See Instructions
Due After AUGUST 1 2016..... 0 0 0

8. Penalty is for filing late, not based on total amount
due: (See Instructions) Due After AUGUST 1 2016..... 0 0 0

Debit/Credit Balance as of
(Use (+) for DEBIT and (-) for CREDIT)..... 0 0 0

10. TOTAL AMOUNT DUE: (SUM of lines 5 thru 9)..... \$ 2 4 7 6 8 5 6

PARTS I & II OF THIS REPORT MUST BE SUBMITTED.

AF ID
2354531
7-12-16

IF PARTS I & II OF THIS REPORT ARE FILED AND THE TOTAL AMOUNT DUE IS PAID, A FI, FA, (TAX LIEN) WILL BE ISSUED AS REQUIRED BY LAW.

Return original forms (Parts I & II) with remittance to GA DEPT of LABOR

FOR DEPT USE ONLY

Phone (404) 232-3301 **EMPLOYER CHANGE REQUEST** - If ANY of the following items have changed, please complete the appropriate information below.

If you are a new employer, or the name of your business or MAILING ADDRESS has changed or is incorrect, enter the correct information below:

(Business Name)

(Street Address)

(Street Address)

(City)

(State)

(Zip + 4)

(Phone)

(Email Address)

If the PRINCIPAL LOCATION of your business operations in GEORGIA has changed, enter the correct address below (DO NOT use a P.O. Box number for Principal Location):

(Street Address)

(Street Address)

(City)

(State)

(Zip + 4)

(Phone)

(Email Address)

If your Federal Identification number has changed enter the correct number below:

If the Federal ID number changed due to a change in ownership, complete section D. I certify that the information in this report and any subsequent pages attached is true and correct and that no part of the tax was or is to be deducted from the worker's wages.

D. If your business was discontinued or if a change in ownership has occurred, please complete the following:

(Check One)

☐ Business Discontinued

☐ Entire Business Sold

☐ Corporation Formed

☐ Partners Added or Withdrawn

☐ Merger

☐ Partial Sale

☐ Corporate Name Change Only (Attach copy of Amendment to Charter)

☐ Other (Attach Explanation)

Effective Date (MM/DD/YY)

(New Owner's Name)

(Street Address)

(Street Address)

(City)

(State)

(Zip + 4)

(Phone)

(Email Address)

NORRED AND ASSOCIATES, INC.

P. O. BOX 82352

ATLANTA

GA 30354-

(Employer Name and Address)

KAREN SULLIVAN

404-761-5058

07/12/16

Signature and title of individual responsible for information provided

Phone No.

Date

EL3104

DOL-4N (R-1/14)

EMPLOYER'S QUARTERLY TAX AND WAGE REPORT - PART II

GEORGIA DEPARTMENT OF LABOR - P.O. BOX 740234 - ATLANTA, GA 30374-0234 Tel. (404) 232-3245

REPORT FOR THE QUARTER ENDING MARCH 31 2016



43999

ELECTRONIC FORM PROCESSING

DO NOT staple any items to this page

Aatrix Rev. 9/8/15

302267-03

1 16

1.08

MAY 2 2016

DOL Account Number

Qtr/Yr

Total Tax Rate

Form Must be Filed By

FORM ENTRY EXAMPLE:

(PLEASE PRINT CLEARLY)

0 0 1 2 6 9 0 0

For each month, report the number of covered workers who worked during or received pay for the payroll period which includes the 12th of the month.

6 3 4 6 2 6 6 0 9

(1ST MONTH)

(2ND MONTH)

(3RD MONTH)

2. Total REPORTABLE GROSS WAGES Paid..... \$ 3 0 6 1 2 6 0 5 3
This Quarter (combine all wages into one total.)
MINUS Non-Taxable Wages Paid This Quarter..... - 2 7 7 1 8 0 6 4
4. TAXABLE WAGES Paid This Quarter..... 2 7 8 4 0 7 9 8 9
Contribution Tax Due
1.08% x taxable wages (line 4)..... 3 0 0 6 8 0 6
6. Administrative Assessment Due:
0.00% x taxable wages (line 4)..... 0 0 0
Interest On Lines 5 and 6: See Instructions
Due After MAY 2 2016..... 0 0 0
8. Penalty is for filing late, not based on total amount
due: (See Instructions) Due After MAY 2 2016..... 0 0 0
Debit/Credit Balance as of
(Use (+) for DEBIT and (-) for CREDIT)
10. TOTAL AMOUNT DUE: (SUM of lines 5 thru 9)..... \$ 3 0 0 6 8 0 6

PARTS I & II OF THIS REPORT MUST BE SUBMITTED.

UNLESS PARTS I & II OF THIS REPORT ARE FILED AND THE TOTAL AMOUNT DUE IS PAID, A FI. FA. (TAX LIEN) WILL BE ISSUED AS REQUIRED BY LAW.

Return original forms (Parts I & II) with remittance to GA DEPT of LABOR

FOR DEPT USE ONLY

Phone (404) 232-3301 **EMPLOYER CHANGE REQUEST** - If ANY of the following items have changed, please complete the appropriate information below.

If you are a new employer, or the name of your business or MAILING ADDRESS has changed or is incorrect, enter the correct information below:

(Business Name)

(Street Address)

(Street Address)

(City)

(State)

(Zip + 4)

(Phone)

(Email Address)

3. If the PRINCIPAL LOCATION of your business operations in GEORGIA has changed, enter the correct address below (DO NOT use a P.O. Box number for Principal Location):

(Street Address)

(Street Address)

(City)

(State)

(Zip + 4)

(Phone)

(Email Address)

C. If your Federal Identification number has changed enter the correct number below:

If the Federal ID number changed due to a change in ownership, complete section D. I certify that the information in this report and any subsequent pages attached is true and correct and that no part of the tax was or is to be deducted from the worker's wages.

D. If your business was discontinued or if a change in ownership has occurred, please complete the following:

(Check One)

☐ Business Discontinued

☐ Entire Business Sold

☐ Corporation Formed

☐ Partners Added or Withdrawn

☐ Merger

☐ Partial Sale

☐ Corporate Name Change Only (Attach copy of Amendment to Charter)

☐ Other (Attach Explanation)

Effective Date (MM/DD/YY) / /

(New Owner's Name)

(Street Address)

(Street Address)

(City)

(State)

(Zip + 4)

(Phone)

(Email Address)

NORRED AND ASSOCIATES, INC.
P. O. BOX 82352

ATLANTA GA 30354-
(Employer Name and Address)

KAREN SULLIVAN

4047615058

04/08/16

Signature and title of individual responsible for information provided

Phone No.

Date

EMPLOYER'S QUARTERLY TAX AND WAGE REPORT - PART II

GEORGIA DEPARTMENT OF LABOR P.O. BOX 740234 - ATLANTA, GA 30374-0234 Tel. (404) 232-3245

REPORT FOR THE QUARTER ENDING DECEMBER 31, 2015

ELECTRONIC FORM PROCESSING

DO NOT staple any items to this page

Aatrix Rev. 9/8/15

382267-03

DOL Account Number

4/15

Qtr/Yr

1.56

Total Tax Rate

FEBRUARY 1 2016

Form Must be Filed By



43999

FORM ENTRY EXAMPLE:

(PLEASE PRINT CLEARLY)

1 2 6 9 0 0

1. For each month, report the number of covered workers who worked during or received pay for the payroll period which includes the 12th of the month

6 1 8 6 1 9 6 1 3

(1ST MONTH)

(2ND MONTH)

(3RD MONTH)

2. Total REPORTABLE GROSS WAGES Paid This Quarter (combine all wages into one total.)

\$ 3 4 7 8 3 8 3 5 7

3. MINUS Non-Taxable Wages Paid This Quarter

- 2 5 8 5 8 7 7 5 1

4. TAXABLE WAGES Paid This Quarter

8 9 2 5 0 6 0 6

5. Contribution Tax Due 1.48% x taxable wages (line 4)

1 3 2 0 9 0 9

6. Administrative Assessment Due: 0.08% x taxable wages (line 4)

7 1 4 0 0

7. Interest On Lines 5 and 6: See Instructions Due After FEBRUARY 1 2016

0 0 0

8. Penalty is for filing late, not based on total amount due: (See Instructions) Due After FEBRUARY 1 2016

0 0 0

9. Debit/Credit Balance as of (Use (+) for DEBIT and (-) for CREDIT)

0 0 0

10. TOTAL AMOUNT DUE: (SUM of lines 5 thru 9)

\$ 1 3 9 2 3 0 9

UNLESS PARTS I & II OF THIS REPORT ARE FILED AND THE TOTAL AMOUNT DUE IS PAID, A FI. FA. (TAX LIEN) WILL BE ISSUED AS REQUIRED BY LAW.

Return original forms (Parts I & II) with remittance to GA DEPT of LABOR

FOR DEPT USE ONLY

Phone (404) 232-3301 EMPLOYER CHANGE REQUEST - If ANY of the following items have changed, please complete the appropriate information below.

- A. If a new employer, or the name of your business or MAILING ADDRESS has changed or is incorrect, enter the correct information below:

(Business Name)

(Street Address)

(Street Address)

(City)

(State)

(Zip + 4)

(Phone)

(Email Address)

- B. If the PRINCIPAL LOCATION of your business operations in GEORGIA has changed, enter the correct address below (DO NOT use a P.O. Box number for Principal Location):

(Street Address)

(Street Address)

(City)

(State)

(Zip + 4)

(Phone)

(Email Address)

- C. If your Federal Identification number has changed enter the correct number below:

If the Federal ID number changed due to a change in ownership, complete section D. I certify that the information in this report and any subsequent pages attached is true and correct and that no part of the tax was or is to be deducted from the worker's wages

- D. If your business was discontinued or if a change in ownership has occurred, please complete the following:

(Check One)

- ☐ Business Discontinued ☐ Entire Business Sold ☐ Corporation Formed
☐ Partners Added or Withdrawn ☐ Merger ☐ Partial Sale
☐ Corporate Name Change Only (Attach copy of Amendment to Charter)
☐ Other (Attach Explanation)

Effective Date (MM/DD/YY) / /

(New Owner's Name)

(Street Address)

(Street Address)

(City)

(State)

(Zip + 4)

(Phone)

(Email Address)

NORRED AND ASSOCIATES, INC.

P. O. BOX 82352

ATLANTA, GA 30354-
(Employer Name and Address)

01/20/16

Signature and title of individual responsible for information provided

Phone No.

Date

EL3104

DOL-4N (R-1/14)

EMPLOYER'S QUARTERLY TAX AND WAGE REPORT - PART II

GEORGIA DEPARTMENT OF LABOR - P.O. BOX 740234 - ATLANTA, GA 30374-0234 Tel. (404) 232-3245

REPORT FOR THE QUARTER ENDING SEPTEMBER 30, 2015

ELECTRONIC FORM PROCESSING

DO NOT staple any items to this page

Aatrix Rev. 9/8/15

382267-03

3/15

1.56

NOVEMBER 2 2015

DOL Account Number

Qtr/Yr

Total Tax Rate

Form Must be Filed By

43999

FORM ENTRY EXAMPLE:

(PLEASE PRINT CLEARLY)

1 2 6 9 0 0

or each month, report the number of covered workers who worked during or received pay for the payroll period which includes the 12th of the month.

6 0 6 5 9 8 6 0 0

(1ST MONTH)

(2ND MONTH)

(3RD MONTH)

1. Total REPORTABLE GROSS WAGES Paid..... \$ 3 2 3 9 8 1 6 5 4
This Quarter (combine all wages into one total.)

2. US Non-Taxable Wages Paid This Quarter..... 2 2 0 5 4 6 3 5 8

3. TAXABLE WAGES Paid This Quarter..... 1 0 3 4 3 5 2 9 6

4. Contribution Tax Due
1.56% x taxable wages (line 4)..... 1 6 1 3 5 9 1

5. Administrative Assessment Due:
0.00% x taxable wages (line 4)..... 0 0 0

6. Interest On Lines 5 and 6: See Instructions
Due After NOVEMBER 2 2015..... 0 0 0

7. Penalty is for filing late, not based on total amount
due: (See Instructions) Due After NOVEMBER 2 2015..... 0 0 0

8. Debit/Credit Balance as of
(Use (+) for DEBIT and (-) for CREDIT)..... 0 0 0

9. TOTAL AMOUNT DUE: (SUM of lines 5 thru 9)..... \$ 1 6 1 3 5 9 1

PARTS I & II OF
THIS REPORT MUST
BE SUBMITTED.

NOTE: PARTS I & II OF THIS REPORT ARE FILED AND THE TOTAL AMOUNT PAID, A FI, FA, (TAX LIEN) WILL BE ISSUED AS REQUIRED BY LAW.

Return original forms (Parts I & II) with
remittance to GA DEPT of LABOR

FOR DEPT USE ONLY

Phone (404) 232-3301 EMPLOYER CHANGE REQUEST - If ANY of the following items have changed, please complete the appropriate information below.

A. If a new employer, or the name of your business or MAILING address has changed or is incorrect, enter the correct information below:

(Business Name)

(Street Address)

(Street Address)

(City)

(State)

(Zip + 4)

(Phone)

(Email Address)

B. If the PRINCIPAL LOCATION of your business operations in GEORGIA has changed, enter the correct address below (DO NOT use a P.O. Box number for Principal Location):

(Street Address)

(Street Address)

(City)

(State)

(Zip + 4)

(Phone)

(Email Address)

C. If your Federal Identification number has changed enter the correct number below:

D. If the Social ID number changed due to a change in ownership, complete section D.

I certify that the information in this report and any subsequent pages attached is true and correct, and that no part of the tax was or is to be deducted from the worker's wages.

D. If your business was discontinued or if a change in ownership has occurred, please complete the following:

(Check One)

☐ Business Discontinued

☐ Entire Business Sold

☐ Corporation Formed

☐ Partners Added or Withdrawn

☐ Merger

☐ Partial Sale

☐ Corporate Name Change Only (Attach copy of Amendment to Charter)

☐ Other (Attach Explanation)

Effective Date (MM/DD/YY) / /

(New Owner's Name)

(Street Address)

(Street Address)

(City)

(State)

(Zip + 4)

(Phone)

(Email Address)

NORRED AND ASSOCIATES, INC.

P. O. BOX 82352

ATLANTA

GA 30354-

(Employer Name and Address)

CONTROLLER

(404) 761-5058

10/27/15

Signature and title of individual responsible for information provided

Phone No.

Date

EMPLOYER'S QUARTERLY TAX AND WAGE REPORT - PART II

GEORGIA DEPARTMENT OF LABOR - P.O. BOX 740234 - ATLANTA, GA 30374-0234 Tel. (404) 232-3245

REPORT FOR THE QUARTER ENDING: JUNE 30 2015

AFID 1847599



43999

ELECTRONIC FORM PROCESSING

DO NOT staple any items to this page

Aatrix Rev. 4/17/15

382267-03
DOL Account Number

2 15
Qtr/Yr

1.56
Total Tax Rate

JULY 31, 2015
Form Must be Filed By

FORM ENTRY EXAMPLE: (PLEASE PRINT CLEARLY)

1 2 6 9 0 0

AFID - 1849502

1. For each month, report the number of covered workers who worked during or received pay for the payroll period which includes the 12th of the month.

(1ST MONTH) (2ND MONTH) (3RD MONTH)

2. Total REPORTABLE GROSS WAGES Paid This Quarter (combine all wages into one total.)

3. NUS Non-Taxable Wages Paid This Quarter

4. TAXABLE WAGES Paid This Quarter

5. Contribution Tax Due 1.56% x taxable wages (line 4)

6. Administrative Assessment Due: 0.00% x taxable wages (line 4)

7. Interest On Lines 5 and 6: See Instructions Due After JULY 31 2015

8. Penalty is for filing late, not based on total amount due: (See Instructions) Due After JULY 31 2015

9. Debit/Credit Balance as of (Use (+) for DEBIT and (-) for CREDIT)

10. TOTAL AMOUNT DUE: (SUM of lines 5 thru 9)

PARTS I & II OF THIS REPORT MUST BE SUBMITTED.

INSTRUCTIONS: PARTS I & II OF THIS REPORT ARE FILED AND THE TOTAL AMOUNT DUE PAID, A FI. FA. (TAX LIEN) WILL BE ISSUED AS REQUIRED BY LAW.

Return original forms (Parts I & II) with remittance to GA DEPT of LABOR

FOR DEPT USE ONLY

Phone (404) 232-3301 EMPLOYER CHANGE REQUEST - If ANY of the following items have changed, please complete the appropriate information below.

A. If a new employer, or the name of your business or MAILING ADDRESS has changed or is incorrect, enter the correct information below:

(Business Name)
(Street Address)
(Street Address)
(City) (State) (Zip + 4)
(Phone) (Email Address)

B. If PRINCIPAL LOCATION of your business operations in GEORGIA has changed, enter the correct address below (DO NOT use a P.O. Box number for Principal Location):

(Street Address)
(Street Address)
(City) (State) (Zip + 4)
(Phone) (Email Address)

C. If your Federal Identification number has changed enter the correct number below:

If the Federal ID number changed due to a change in ownership, complete section D. I certify that the information in this report and any subsequent pages attached is true and correct and that no part of the tax was or is to be deducted from the worker's wages.

D. If your business was discontinued or if a change in ownership has occurred, please complete the following:

(Check One)
☐ Business Discontinued ☐ Entire Business Sold ☐ Corporation Formed
☐ Partners Added or Withdrawn ☐ Merger ☐ Partial Sale
☐ Corporate Name Change Only (Attach copy of Amendment to Charter)
☐ Other (Attach Explanation)

Effective Date (MM/DD/YY) / /

(New Owner's Name)
(Street Address)
(Street Address)
(City) (State) (Zip + 4)
(Phone) (Email Address)

NORRED AND ASSOCIATES, INC.
P. O. BOX 82352

ATLANTA, GA 30354-
(Employer Name and Address)

Signature and title of individual responsible for information provided

Phone No.

Date

EL3104

DOL-4N (R-1/14)

EMPLOYER'S QUARTERLY TAX AND WAGE REPORT - PART II

GEORGIA DEPARTMENT OF LABOR - P.O. BOX 740234 - ATLANTA, GA 30374-0234 Tel. (404) 232-3245

REPORT FOR THE QUARTER ENDING MARCH 31, 2015



43999

ELECTRONIC FORM PROCESSING

DO NOT staple any items to this page

Aatrix Rev. 9/8/15

382267-03

1/15

1.56

APRIL 30 2015

DOL Account Number

Qtr/Yr

Total Tax Rate

Form Must be Filed By

FORM ENTRY EXAMPLE:

(PLEASE PRINT CLEARLY)

1 2 6 9 0 0

For each month, report the number of covered workers who worked during or received pay for the payroll period which includes the 12th of the month.

5 5 9 5 2 9 5 0 6

(1ST MONTH)

(2ND MONTH)

(3RD MONTH)

1. Total REPORTABLE GROSS WAGES Paid This Quarter (combine all wages into one total.) \$ 3 0 8 8 1 3 8 8 0

2. US Non-Taxable Wages Paid This Quarter. - 2 7 6 7 6 2 5 7

3. TAXABLE WAGES Paid This Quarter. 2 8 1 1 3 7 6 2 3

4. Distribution Tax Due 1.56% x taxable wages (line 4). 4 3 8 5 7 4 7

5. Administrative Assessment Due: 0.00% x taxable wages (line 4). 0 0 0

6. Rest On Lines 5 and 6: See Instructions Due After APRIL 30 2015 0 0 0

7. Penalty is for filing late, not based on total amount due. (See Instructions) Due After APRIL 30 2015 0 0 0

8. Debit/Credit Balance as of (Use (+) for DEBIT and (-) for CREDIT) 0 0 0

9. TOTAL AMOUNT DUE: (SUM of lines 5 thru 9). \$ 4 3 8 5 7 4 7

PARTS I & II OF THIS REPORT MUST BE SUBMITTED.

NOTE: PARTS I & II OF THIS REPORT ARE FILED AND THE TOTAL AMOUNT DUE PAID, A FI. FA. (TAX LIEN) WILL BE ISSUED AS REQUIRED BY LAW.

Return original forms (Parts I & II) with remittance to GA DEPT of LABOR

FOR DEPT USE ONLY

Phone (404) 232-3301 EMPLOYER CHANGE REQUEST - If ANY of the following items have changed, please complete the appropriate information below.

If new employer, or the name of your business or MAILING address has changed or is incorrect, enter the correct information below:

(Business Name)

(Street Address)

(Street Address)

(City)

(State)

(Zip + 4)

(Phone)

(Email Address)

If PRINCIPAL LOCATION of your business operations in GEORGIA as changed, enter the correct address below (DO NOT use a P.O. Box unless for Principal Location):

(Street Address)

(Street Address)

(City)

(State)

(Zip + 4)

(Phone)

(Email Address)

If your Federal Identification number has changed enter the correct number below:

If the Federal ID number changed due to a change in ownership, complete section D.

I certify that the information in this report and any subsequent pages attached is true and correct and that no part of the tax was or is to be deducted from the worker's wages

D. If your business was discontinued or if a change in ownership has occurred, please complete the following:

(Check One)

☐ Business Discontinued

☐ Entire Business Sold

☐ Corporation Formed

☐ Partners Added or Withdrawn

☐ Merger

☐ Partial Sale

☐ Corporate Name Change Only (Attach copy of Amendment to Charter)

☐ Other (Attach Explanation)

Effective Date (MM/DD/YY) / /

(New Owner's Name)

(Street Address)

(Street Address)

(City)

(State)

(Zip + 4)

(Phone)

(Email Address)

NORRED AND ASSOCIATES, INC.

P. O. BOX 82352

ATLANTA

GA 30354-

(Employer Name and Address)

CONTROLLER

(404) 761-5058

10/28/15

Signature and title of individual responsible for information provided

Phone No.

Date

COURT SCREENING EXPERIENCE

Since 2013 Norred has been providing uniformed security to conduct screening services for the following Florida court houses:

- Main Court House (Public Defender & State Attorney included)
- North County Court House
- South County Court House
- Gun Club Court House
- Belle Glade Court House

All officers are thoroughly trained on X-Ray screening operations as well as hand held scanner wand techniques. Continuous training and Quality Control checks, ensure that the officers are providing the best possible service.



Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 616-6811
www.pbcgov.com/purchasing

**Palm Beach County
Board of County
Commissioners**

Mary Lou Berger, Mayor
Hal R. Valeche, Vice Mayor

Paulette Burdick
Shelley Vana
Steven L. Abrams
Melissa McKinlay
Priscilla A. Taylor

County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"



September 13, 2016

Form L

Norred & Associates, Inc.
Jeff Bohling, President
P.O. Box 82352
Atlanta, GA 30354

TERM CONTRACT #13063B

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is entering into a Term Contract with your company for Uniformed Security Guard Services, Judicial Locations based on:

- ☐ SOLICITATION # _____
- ☒ RENEWAL OF CONTRACT based on SOLICITATION #13-063/MB in accordance with all original terms, conditions, specifications and prices with no deviation.
- ☐ EXTENSION OF CONTRACT based on SOLICITATION # _____
- ☐ SOLE SOURCE SOLICITATION # _____
Vendor shall notify Purchasing immediately if the sole source status changes.
- ☐ STATE OF FLORIDA CONTRACT # _____
- ☐ OTHER: _____

The term of this contract is 10/14/2016 through 10/13/2017 and has an estimated dollar value of \$3,475,323.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

County User Departments will issue individual "Delivery Orders" against this contract as your authorization to deliver. The original invoice must be sent to the address on the Delivery Order ("DO") and must reference the DO number (e.g., DO 680 XY030305000000001111). A copy of the invoice may be sent to the County User Department. Invoices submitted on carbon paper shall not be accepted. In order for the County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's bid/quote/response must be exactly the same as it appears on the invoice and in the County's VSS system that can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. Failure to comply with the foregoing may result in a delay in processing payment.

If you have any questions, please contact Marva Brown at mbrown@pbcgov.org or (561) 616-6815.

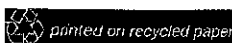
Sincerely,

Kathleen M. Scarlett
Director

c: Gilbert Morales, Electronics Services & Security (ESS)
File



August 15, 2016

Phone: (404) 761-5058
Vendor Code: VS*480**Purchasing Department**50 S. Military Trail, Suite 110
West Palm Beach, FL 33415-3199
Main #: (561) 616-6800
Fax #: (561) 616-6811
www.pbcgov.com/purchasing**Palm Beach County
Board of County
Commissioners**Mary Lou Berger, Mayor
Hal R. Valeche, Vice Mayor
Paulette Burdick
Shelley Vana
Steven L. Abrams
Melissa McKinlay
Priscilla A. Taylor**County Administrator**
Verdenia C. Baker*"An Equal Opportunity
Affirmative Action Employer"*Norred & Associates, Inc
Karen Sullivan
PO Box 82352
Atlanta, GA 30354**TERM CONTRACT #13063A****Dear Vendor:**

In accordance with Solicitation #13-063/MB Palm Beach County Board of County Commissioners requires vendor compliance and / or commitment due to the County's anticipated participation in one of the following:

☒ **PER TERM AND CONDITION #15, "RENEWAL OPTION" SHALL BE FOR THE PERIOD OF 10/14/2016 THROUGH 10/13/2017 FOR UNIFORMED SECURITY GUARD SERVICES, JUDICIAL LOCATIONS, TERM CONTRACT.** The option for renewal will only be exercised upon written agreement and with all original terms, conditions, specifications and prices adhered to with no deviations unless specified otherwise by the renewal option term and condition. *For sole source renewals, the vendor shall notify Purchasing immediately if the sole source status changes.* This renewal shall be revoked if a vendor is suspended by the Purchasing Department prior to the commencement of the renewal period.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

Pursuant to Ordinance No. 2009-049, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.

Please return completed document via FAX (561) 242-6715 or E-Mail mbrown@pbcgov.org no later than **August 25, 2016**. This is NOT an order. You will be notified in written form of any individual order created from the above. If you have any questions, please contact **Marva Brown, Buyer** at (561) 616-6815.**PLEASE CHECK ONE OF THE FOLLOWING:**☒ **THE UNDERSIGNED AGREES TO THE ABOVE.**☐ **THE UNDERSIGNED DOES NOT AGREE FOR THE FOLLOWING REASON(S):****FIRM NAME:**

Norred & Associates Inc.

AUTHORIZED INDIVIDUAL:

Jeff Bohn

(PRINT / TYPE)

AUTHORIZED SIGNATURE:
TITLE:

President

DATE: 8/15/2016

ksullivan@norred.com

SURETEC INSURANCE COMPANY

1330 Post Oak Blvd., Suite 1100 Houston, TX 77056

CONTINUATION CERTIFICATE

Bond No. 3348685R
Principal: Norred & Associates, Inc.
Bond Amount: \$ 3,047,120.00
Bond Description: Uniformed Security Guard Services, Judicial Locations, Term Contract
Obligee: Palm Beach County Board of County Commissioners

You are hereby notified that the above Bond shall be continued in force for a period effective from:

October 14, 2016

until

October 13, 2017

unless it is cancelled by the surety or otherwise terminated. All other terms and conditions remain unchanged.


The aggregate liability of the Surety shall not exceed the amount of this Continuation Certificate. The liability of the Surety shall not cumulate by reason of this Certificate, any Continuation Certificate, Change Rider, endorsement, modification, new bond, reinstatement, reissue, renewal, replacement, or substitution issued in the future.

Signed this 6th day of September, 2017.

SureTec Insurance Company

Norred & Associates, Inc.

By:


Mark W. Edwards II, Attorney In Fact

By:



SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Mark W. Edwards II

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: Norred & Associates, Inc.
Obligee: Palm Beach County Board of County Commissioners
Amount: \$ 3,047,120.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

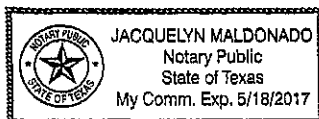
SURETEC INSURANCE COMPANY

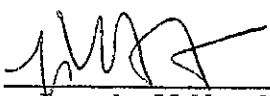
By: 
John Knox Jr., President

State of Texas ss:
 County of Harris



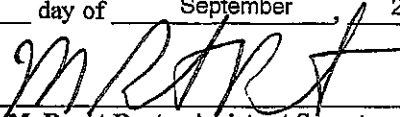
On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Maldonado, Notary Public
 My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 6th day of September, 2016, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
 For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.



Form H

June 24, 2015

Norred & associates, Inc.
Attn: Jeff Bohling/Karen Sullivan
PO Box 82352
Atlanta, GA 30354-0352

Vendor Code: VS0000000480
TERM CONTRACT #**13063**

Dear Vendor:

In accordance with Solicitation #13-063/MB, Palm Beach County Board of County Commissioners requires vendor compliance and / or commitment due to the County's anticipated participation in the following:

☒ **PER TERM AND CONDITION #15, "RENEWAL OPTION" SHALL BE FOR THE PERIOD OF 10/14/2015 THROUGH 10/13/2016 FOR UNIFORMED SECURITY GUARD SERVICES, JUDICIAL LOCATIONS, TERM CONTRACT.**

The option for renewal will only be exercised upon written agreement and with all original terms, conditions, specifications and prices adhered to with no deviations unless specified otherwise by the renewal option term and condition. *For sole source renewals, the vendor shall notify Purchasing immediately if the sole source status changes.* This renewal shall be revoked if a vendor is suspended by the Purchasing Department prior to the commencement of the renewal period.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

Pursuant to Ordinance No. 2009-049, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.

Please return completed document via FAX (561) 242-6715 or E-Mail mbrown@pbcgov.org no later than 06/29/2015. This is NOT an order. You will be notified in written form of any individual order created from the above. If you have any questions, please contact Marva Brown, Senior Buyer at (561) 616-6815.

PLEASE CHECK ONE OF THE FOLLOWING:

☒ **THE UNDERSIGNED AGREES TO THE ABOVE.**

☐ **THE UNDERSIGNED DOES NOT AGREE FOR THE FOLLOWING REASON(S):**

FIRM NAME: Norred & Associates Inc.

AUTHORIZED INDIVIDUAL: JEFF BOHLING
(PRINT / TYPE)

AUTHORIZED SIGNATURE: [Signature]

TITLE: President DATE: 6/24/2015

TELEPHONE: 404-761-5058 FAX: 404-762-4282

EMAIL: JBOHLING@NORRED.COM

Purchasing Department

50 S. Military Trail, Suite 110

West Palm Beach, FL 33415-3199

(561) 616-6800

FAX: (561) 616-6811

www.pbcgov.com/purchasing

**Palm Beach County
Board of County
Commissioners**

Shelley Vana, Mayor

Mary Lou Berger, Vice Mayor

Hal R. Valeche

Paulette Burdick

Steven L. Abrams

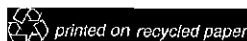
Melissa McKinlay

Priscilla A. Taylor

County Administrator

Robert Weisman

*AA An Equal Opportunity
Affirmative Action Employer*





Form L

August 13, 2013

Norred & Associates, Inc.
Chris Pantelis, Director of Security Services
600 S. Central Ave.
Atlanta, GA 30354

Purchasing Department

50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199

(561) 616-6800

FAX: (561) 616-6811

www.pbcgov.com/purchasing

**Palm Beach County
Board of County
Commissioners**

Steven L. Abrams, Chairman

Priscilla A. Taylor, Vice Chair

Hal R. Valeche

Paulette Burdick

Shelley Vana

Mary Lou Berger

Jess R. Santamaria

County Administrator

Robert Weisman

"An Equal Opportunity
Affirmative Action Employer"

printed on recycled paper

Dear Vendor:

RE: TERM CONTRACT #13063

This is to inform you that Palm Beach County Board of County Commissioners is entering into a Term Contract with your company for Uniformed Security Guard Services, Judicial Locations based on:

- ☒ SOLICITATION # 13-063/MB
- ☐ RENEWAL OF CONTRACT based on SOLICITATION # _____ in accordance with all original terms, conditions, specifications and prices with no deviation.
- ☐ EXTENSION OF CONTRACT based on SOLICITATION # _____
- ☐ SOLE SOURCE CONTRACT # _____
Vendor shall notify Purchasing immediately if the sole source status changes.
- ☐ STATE OF FLORIDA CONTRACT # _____
- ☐ OTHER: _____

The term of this contract is 10/14/2013 through 10/13/2015 and has an estimated dollar value of \$5,084,264.

The obligations of Palm Beach County under this contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners.

Palm Beach County Departments will issue individual hard copy orders against this contract as your authorization to deliver. All invoices must reference a unique document number (e.g. CPO/DO 680 XY03030500000000001111 or CPO/DO 680 XY030305*1111). Failure to provide an order number with each invoice will result in a delay in processing payment.

If you have any questions, please contact Marva Brown at (561)616-6815.

Sincerely,

Kathleen M. Scarlett
Director

c: Nancy Albert, Facilities Development & Operations – ESS Division
File

ATTACHMENT 4

UNIFORMED SECURITY GUARD SERVICES, JUDICIAL AND GENERAL LOCATIONS,
TERM CONTRACT (RE-BID)

BID #17-015R/MB

CONTRACT EXPERIENCE

NON-RESIDENTIAL CONTRACTS WITH VALUES IN EXCESS OF \$2,000,000

This package must be plainly filled in with ink or typewritten.

Bidder can submit as many pages as needed to comply with the requirements of the bid, each page submitted must have firm name and be initialed when submitting with bid.

The County's annual estimated value of this Solicitation is \$6,287,251.00, bidder shall supply a minimum of two (2) copies of two (2) other non-residential contracts with a combined annual value of no less than \$2,000,000.

Palm Beach County will only contact clients to confirm and/or qualify supporting documentation supplied by bidder. DO NOT list clients that are unable to answer specific questions regarding these requirements.

CONTRACT VALUE SUMMARY

CLIENT NAME	The Kroger Company
CONTRACT VALUE	Approximately \$4,000,000.00
CONTACT PERSON	Mr. Bob Fechte
PHONE NUMBER	770-313-8060
EMAIL	bob.fechte@kroger.com
SCOPE OF WORK	Provider of armed and unarmed security which includes vehicle patrols
CONTRACT BEGINNING DATE	1981
CONTRACT END DATE	Current
CLIENT NAME	Chick - fil - A
CONTRACT VALUE	\$2,002,518.40
CONTACT PERSON	Mr. Tim Meadows
PHONE NUMBER	404-312-6889
EMAIL	tim.meadows@cfacorp.com
SCOPE OF WORK	Armed & unarmed security for corporate hq, campus and parking decks.
CONTRACT BEGINNING DATE	2004
CONTRACT END DATE	Current
CLIENT NAME	The City of Houston
CONTRACT VALUE	\$63,263,189.74
CONTACT PERSON	C.J. Messiah
PHONE NUMBER	832-707-4726
EMAIL	cjmessiah@houstontx.gov
SCOPE OF WORK	Armed & unarmed security fo various government buildings, parking structures and airports.
CONTRACT BEGINNING DATE	November 2015
CONTRACT END DATE	Current

FIRM NAME: Norred & Associates, Inc.

INITIALS:

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is between The Kroger Co., an Ohio corporation, on behalf of its subsidiaries and affiliates ("Kroger"), and ~~Norred & Associates~~ a Georgia corporation ("Vendor"). This Agreement is effective as of the Effective Date (defined below) and states the terms and conditions on which Vendor, as an independent contractor, will provide services to Kroger.

1. DEFINITIONS

Unless elsewhere defined in this Agreement, capitalized words and terms used in this Agreement have the meanings set forth below in this Section 1.

1. "Vendor Personnel" means an officer, director, partner, employee, or agent, but not an independent contractor, of Vendor.
2. "Effective Date" means, with reference to this Agreement, the date on which the last of both parties have signed this Agreement.
3. "Services" means all services performed by Vendor under this Agreement.
4. "Kroger location" means all Kroger locations at which Vendor will perform the Services under this Agreement.

2. PERFORMANCE OF SERVICES

Vendor will diligently, efficiently and in a highly professional manner provide all materials and labor to perform the Services described in Exhibit A and Exhibit E.

3. VENDOR PERSONNEL

- 3.1 No Independent Contractors. The Services provided by Vendor will be performed only by employees of Vendor. No independent contractors will be assigned to perform the Services without the prior written approval of Kroger.
- 3.2 Supervision. Vendor is solely responsible for the actions of Vendor Personnel and for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation, disability and the like for Vendor Personnel. Nothing in this Agreement will be construed as granting to any Vendor Personnel any rights under any employee benefit plans offered by Kroger or by any company affiliated with Kroger.

- 3.3 Immigration Laws. Vendor represents and warrants to Kroger that all Vendor Personnel performing work in the United States under this Agreement are legally eligible for employment in the U.S.A. under the United States Immigration Laws. Vendor will require and review, prior to each non-U.S. citizen employee's assignment, documentation establishing such eligibility for all Vendor Personnel who perform Services under this Agreement.

4. COMPENSATION

- 4.1 Fees. Kroger will pay to Vendor the applicable fees, subject to any limitations on total fees specified in Exhibit C. Payment of the applicable fees is payment in full for Vendor's provision of the Services.
- 4.2 Invoice and Payment. Vendor will invoice Kroger on a monthly basis by submitting to Kroger a complete invoice and Kroger will pay properly invoiced amounts within forty-five (45) days after receipt of the invoice.
- 4.3 Books and Records. Vendor will maintain complete and accurate accounting records, in a form in accordance with generally accepted accounting practices, consistently applied, to substantiate Vendor's charges and performance of its obligations hereunder and will provide Kroger and its employees access to such records during normal business hours and the right to make copies. Such records will include payroll records, job cards, attendance cards and job summaries, and Vendor will retain such records for the period of three years from the date of the invoice.

5. CONFIDENTIALITY

- 5.1 Nondisclosure. During the term of this Agreement and at all times thereafter, Vendor will not disclose Confidential Information (defined below) to third parties or use Confidential Information for any purpose whatsoever except for the purpose of performing Services on behalf of Kroger under this Agreement. "Confidential Information" is information however delivered, disclosed or discovered during the term of this Agreement, that Vendor has, or in the exercise of ordinary prudence should have, reason to believe is confidential or that Kroger designates as confidential, including, but not limited to, information relating to Kroger's prospective and existing customer lists, operations, facilities, computer systems, computer terminals, programs, systems design, communications networks, finances, product development plans, business processes, and business directions or marketing plans. In addition, Vendor agrees that the terms, conditions and subject matter of this Agreement are Confidential Information. Confidential Information does not include

information that has ceased to be confidential by reason of any of the following:

- (i) Vendor already had such information in its possession prior to being retained by Kroger, and such information was acquired without restriction through sources other than Kroger;
- (ii) The information has become generally available to the public other than through disclosure by Vendor; or
- (iii) The information is disclosed by Vendor pursuant to the prior written permission of Kroger.

5.2 Cooperation. Vendor warrants that it has entered into a nondisclosure agreement with each of its employees, including, but not limited to, the Vendor Personnel who will have or may have access to Confidential Information and that such agreement contains adequate provisions for the protection of Confidential Information. Vendor will fully assist Kroger in all matters relating to the protection from unauthorized disclosure of Confidential Information (e.g., reminding Vendor Personnel of their nondisclosure obligations during employment and at exit interviews, notifying Kroger immediately upon the discovery of any Vendor Personnel's alleged breach of his/her obligations, and providing all reasonable assistance to Kroger in any proceeding brought by Kroger to prevent disclosure or further disclosure of Confidential Information).

5.3 Vendor Information. In providing Services under this Agreement, Vendor understands that Kroger does not desire to receive from Vendor any information that may be considered confidential and/or proprietary to Vendor and/or to any third party. Unless otherwise specified in a separate agreement, Vendor represents and warrants that any information disclosed by Vendor to Kroger is not confidential and/or proprietary to Vendor and/or to any third party, and that Kroger will be free to use and disclose the information without limitation.

6. VENDOR'S REPRESENTATIONS AND WARRANTIES

6.1 Vendor represents and warrants to Kroger that

- (i) all Services rendered under this Agreement will be performed in a highly professional manner and will comply with the standards and service levels set forth in Exhibit A and Exhibit E;

(ii) all Services rendered under this Agreement and all actions of Vendor related to this Agreement will comply with all laws, ordinances, codes, rules and regulations, both domestic and foreign;

(iii) all Services rendered under this Agreement and all actions of Vendor related to this Agreement will comply with all standards and policies of Kroger; and

(iv) Vendor is under no obligation or restriction nor will it assume any obligation or restriction that would in any way interfere or be inconsistent with, or present a conflict of interest concerning, the Services to be furnished by Vendor under this Agreement.

7. INDEMNIFICATION AND INSURANCE

- 7.1 Indemnification. Vendor will indemnify and hold Kroger harmless from and against all suits, proceedings at law or in equity, claims, liabilities, costs, payments and expenses (including reasonable attorneys' fees) asserted against Kroger or incurred by Kroger, arising out of or in connection with (i) Vendor's breach of this Agreement, (ii) any claim for damages to property or injuries to persons caused by or resulting from the willful or negligent acts or omissions of Vendor Personnel, or (iii) any claim by any third party regarding or caused by the Services.

Vendor will notify Kroger immediately in the event either injuries to Vendor Personnel, injuries to a third party, or damage to Kroger property that arises out of the performance of the Services.

The scope of this defense and indemnity provision shall include claims by and on behalf of Kroger, employees, agents, representatives, guests, customers, licensees and invitees of Kroger, other vendors, employees, agents, representatives, licensees and invitees of other vendors, any local, state or federal government entity and all third parties who are injured or damages by or as a result of Vendor's services, Vendor's employees, guests, subcontractors, agents or representatives, or by vehicles or equipment utilized by or related to Vendor's services subject to this Agreement. Vendor's duty to defend and indemnify Kroger shall not be compromised, modified or reduced by any partial negligence or fault (active or passive), of Kroger's employees, agents, representatives, invitees, guests, customers, licensees, vendors or subcontractors or any other person, entity or party. Such duties are not dependent upon a final determination by any arbitrator, judge or trier of fact, but arise immediately upon the receipt of notice from Kroger, or any authorized representative. Vendor's duty to defend and indemnify Kroger shall not include claims arising out of the sole negligence or willful misconduct of Kroger.

7.2 Insurance. Vendor will maintain at all times while providing the Services to Kroger, at Vendor's own cost and expense, insurance coverage of the types and in such amounts as described in Exhibit B with a company that has an A.M. Best rating of "A-" or better. Vendor may comply with the required "per occurrence" limit through a combination of Primary and Excess Liability insurance policies. The insurance must be primary and not excess or contributing with any insurance or self-insurance maintained by Kroger. Vendor will deliver to Kroger, prior to performing Services, a Certificate of Insurance including "The Kroger Co. and Kroger's Affiliates and Subsidiaries" as additional insureds. Such additional insured status may be given by either an additional insured endorsement or blanket additional insured coverage built into the Vendor's General Liability policy form. The Certificate of Insurance must identify all self-insured retentions and/or deductibles to the current ISO general liability policy. Vendor must provide a minimum of ten (10) calendar days advance written notice should said insurance be cancelled (voluntarily or otherwise) or expire. In the event of cancellation or expiration of said insurance during the period of time insurance coverage is required under this Agreement, Vendor must provide proof of replacement insurance a minimum of ten (10) days in advance of the effective date of such cancellation or expiration. Failure to provide such proof of insurance will result in payments being withheld by Kroger until such time as such proof of replacement insurance is received. If payment to Vendor is delayed by Vendor's failure to furnish Kroger with acceptable proof of insurance, Vendor acknowledges that no discount terms previously negotiated with Kroger will be lost, revoked, denied, or reduced, and Kroger will continue to enjoy such negotiated discounts to such extent as if payment were made with the time period necessary to obtain them.

7.3 Vendor Personnel Claims. As to any claim made against Kroger, Vendor expressly waives any insulation from liability or immunity from suit with respect to injuries to Vendor's employees, including Vendor Personnel, that may be extended to Vendor as a result of any payments made by Vendor to such Vendor Personnel or under any applicable worker's compensation statute or similar law or judicial decision. It is further agreed and affirmed that Vendor will hold harmless Kroger from and against any claims made by any Vendor Personnel, while at any Kroger location (the term "Kroger location" not being limited to any store, manufacturing plant or distribution center, but encompassing Kroger and all of its affiliates and subsidiaries and their facilities), unless such claim was the result of the sole negligence and/or willful misconduct of Kroger. Further, Kroger will be held harmless from any worker's compensation liens incurred from Vendor's insurance carrier, third party administrator or self-administered, self-insured claims program(s). Vendor acknowledges that this provision is a reasonable request from Kroger and being agreed

to by Vendor in order to give Vendor Personnel access to Kroger locations.

8. TERM AND TERMINATION

- 8.1 Term. This Agreement will remain in effect for an initial term of 12 months after the Effective Date and will automatically renew for consecutive 12 month renewal terms. Either Party may terminate this Agreement during the initial term or any renewal term upon 30 days prior written notice to the other.
- 8.2 Termination With Cause. Notwithstanding anything to the contrary above, Kroger may terminate this Agreement immediately upon no less than twenty-four (24) hours written notice in the event (a) Vendor or Vendor Personnel have participated in fraud or criminal misconduct relating to the provision of the Services, or (b) if Vendor or any of its officers, directors, or key employees is convicted of or pleads guilty or *nolo contendere* to a charge of any felony, or any law, the violation of which will adversely affect the Kroger location, any Confidential Information of Kroger, or the reputation of Kroger.
- 8.3 Survival. Notwithstanding any termination of this Agreement, the sections of this Agreement captioned, "Confidentiality", "Vendor's Representations and Warranties", "Indemnification and Insurance" and "Limitation of Liabilities" will survive termination and remain in full force and effect.

9. LIMITATION OF LIABILITIES

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, PROVIDED, HOWEVER, THAT THIS LIMITATION OF LIABILITY DOES NOT APPLY TO ANY LIABILITIES OF VENDOR TO KROGER UNDER THE SECTIONS OF THIS AGREEMENT CAPTIONED, "CONFIDENTIALITY," "VENDOR'S REPRESENTATIONS AND WARRANTIES," AND "INDEMNIFICATION AND INSURANCE".

10. TAXES

Vendor will have sole responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws and for filing all required tax forms with respect to any amounts paid by Kroger to Vendor hereunder and any amounts paid by Vendor to its employees, including Vendor Personnel. Vendor will indemnify and hold Kroger harmless against any claim or liability (including penalties) resulting from failure of

Vendor to pay such taxes or contributions, or failure of Vendor to file any such tax forms.

11. NOTICES

Any notices required or permitted by this Agreement will be in writing and addressed to the Party to receive such notice at its corresponding address, as follows:

To Vendor:
1003 Virginia Ave., Suite 200
Atlanta, GA 30354
Attn: Jeff Bohling

To Kroger:

Attn:

With a copy to:

The Kroger Co.
Attn: Law Department
1014 Vine Street
Cincinnati, Ohio 45202

Notices will be deemed given on the date deposited in the mail, if mailed. Either party may change its address set forth above by notifying the other party of its new address in writing.

12. APPLICABLE LAW AND ARBITRATION

- 12.1 Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio as applicable to agreements made and wholly performed within that state regardless of the place, time, or sequence of its execution. The parties agree that the laws of the State of Ohio will apply despite any choice of law statute, rule, or precedent that would apply the law of any other jurisdiction.
- 12.2 Arbitration. Any controversy or claim arising out of or relating to this Agreement, other than any controversy or claim relating to either party's confidentiality obligations which are excepted from this arbitration provision, will be settled by binding arbitration conducted before a single arbitrator who is knowledgeable in the field of law, business or technology that is the subject of this Agreement. The site of any such arbitration will be Cincinnati, Ohio, U.S.A. The arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American

Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party will bear its own costs and expenses, including fees and expenses of counsel, associated with the arbitration.

13. CODE OF CONDUCT AND LEGAL COMPLIANCE

Vendor warrants that the Services will be performed in compliance with (i) all applicable requirements of the Fair Labor Standards Act, as amended, including Sections 6, 7 and 12 thereof, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof; (ii) the Occupational Safety and Health Act; (iii) Title VII of the Civil Rights Act of 1964, as amended; (iv) the Immigration Reform and Control Act; (v) related state laws; and (vi) the workers' compensation laws. Vendor represents and warrants that Vendor and its contractors are not engaged in and will not engage in any labor practice in violation of the laws or regulations of the country of performance of the services, including those involving unsanitary and/or unsafe labor conditions. If Kroger determines that Vendor or its contractors have failed to comply with the foregoing, Kroger will be entitled to immediately terminate this Agreement without liability.

The following Code of Conduct is an integral part of this Agreement, the terms of which must be followed by Vendor and its contractors:

- a. Child, indentured, involuntary, or prison labor must not be used or supported.
- b. Workers may not be exposed to unreasonably hazardous, unsafe, or unhealthy conditions.
- c. Workers may not be unlawfully discriminated against on the basis of race, color, religion, gender, national origin, age, disability or sexual orientation.
- d. The workplace must be free from harassment, which includes sexually coercive, threatening, abusive, or exploitive conduct or behavior or harassment because of one's race, color, religion, gender, national origin, age, disability or sexual orientation.
- e. Workers at all time must be treated fairly, with dignity and respect.
- f. Wages paid to workers must meet or exceed legal and industry standards. Vendor may petition Kroger Corporate Loss Prevention for increased compensation (on a direct penny-pass-through cost basis) for statutory federal, state, or local government mandated increases. Petitions must be clearly documented to justify any rate increase. All

petitions must be submitted in writing, with at least 30 days' notice. Any rate increases/adjustments MUST be pre-approved by Kroger Corporate Loss Prevention.

g. Vendor may not engage in any conduct likely, intending, or appearing to improperly influence any Kroger representatives in the performance of their job responsibilities. Bribes, cash payments, and business gifts and entertainment of more than token value expressly are prohibited. Vendor must refrain from engaging in any conduct that may appear improper or may result in a conflict of interest when viewed from Kroger's point of view.

h. Vendor and its contractors must maintain written records evidencing compliance with the provisions of this Code of Conduct and must make those records available to Kroger upon request.

14. BUSINESS CONTINUITY PROGRAM MANAGEMENT

Vendor will maintain a comprehensive Business Continuity Program sponsored and supported by executive management that includes Business Continuity Plans to recover critical business functions; Disaster Recovery Plans to recover technology; and a Crisis Management Plan for the overall management of events that may significantly affect Vendor's ability provide services. Vendor will test each of these plans on an annual basis and provide to Kroger a summary of test results upon request. Vendor will provide annually to Kroger an executive attestation to the validity of Vendor's business continuity program. In circumstances where Vendor experiences a disruption in the Vendor's ability to provide Services to Kroger, Vendor will notify the designated Kroger contact immediately. Vendor will comply with all other requirements set forth in Exhibit D.

15. MISCELLANEOUS

15.1 Assignment. This Agreement will be binding upon, and will inure to the benefit of the parties and their respective successors and assigns. The obligations under this Agreement may not be assigned, delegated or subcontracted by either party without the prior written consent of the other party, except that Kroger may assign this Agreement to any successor-in-interest to all or substantially all of its business, or to any individual or entity who acquires that portion of the assets of Kroger that relate to this Agreement.

15.2 Independent Contractor. Vendor and Kroger are and will always remain independent contractors.

15.3 Integrated Agreement. This Agreement constitutes the complete integrated agreement between the parties concerning the subject matter

hereof. All prior agreements, understandings, negotiations, or representations, whether oral or in writing, relating to the subject matter of this Agreement are superseded and canceled in their entirety.



- 15.4 Amendments. This Agreement may not be amended or supplemented, nor any of the provisions hereof waived, except by an agreement in writing signed by a duly authorized officer of Vendor and Kroger dated after the Effective Date.
- 15.5 Force Majeure. Kroger excuses Vendor from nonperformance caused by acts of God, unforeseeable occurrences or other force majeure events such as governmental or administrative prohibitions, acts of public enemy, riot, accidents, delivery interruptions, or other causes beyond Vendor's control, but Vendor agrees it is not excused by unexpected difficulty or commercial impracticability of any degree. Kroger reserves the right to terminate this Agreement and shall have no obligation to pay for Services not rendered in the event that Kroger's business or operations are discontinued in whole or part by reason of fire, flood, earthquake, war, civil disorder or any other act or event beyond Kroger's reasonable control.
- 15.6 Waiver. The failure of either party to give notice of nonperformance, breach, or termination, or to otherwise enforce any rights hereunder, will not constitute a waiver of any terms or conditions of this Agreement.
- 15.7 Headings. Titles or captions contained in this Agreement are inserted only for convenient reference, and in no way define or limit the scope or intent of this Agreement or any provision hereof.
- 15.8 Severability. If any provision of this Agreement is adjudged to be invalid, void, or unenforceable, the parties agree that the remaining provisions of this Agreement will not be affected thereby, that the provision in question may be replaced by the lawful provision that most nearly embodies the original intention of the parties, and that this Agreement will in any event otherwise remain valid and enforceable.
- 15.9 Publicity. Each party will inform and obtain the approval of the other party prior to making any public announcement, through press releases or otherwise, concerning this Agreement or any activities under this Agreement.
- 15.10 Use of the Singular and the Plural. Where the context so requires, the singular will include the plural and the plural the singular.
- 15.11 Supplier Diversity. Kroger is committed to providing meaningful opportunities for minority-owned businesses ("MBE" – minority-owned business enterprises) and women-owned companies ("WBE" – women-

owned business enterprises) to be our business partners. Kroger carries out this commitment in many ways, including on-going efforts to identify and track expenditures with MBEs and WBEs. Vendor will supply to Kroger upon Kroger's request MBE and WBE information about Vendor's organization and entities with whom Vendor does business.

15.12 Records and Audit. Vendor will, at all times during the Term of this Master Agreement, and for a period of two (2) years after termination, keep accurate books and records at its place of business with regard to invoices submitted to, and payments received from, Kroger. Kroger, or its duly authorized representative, will have the right, during the Term and for two (2) years after termination, to audit such books and records, not more than once each calendar year. Any such audit will be permitted upon at least thirty (30) days' prior written request to Vendor. If the audit reveals an underpayment by Kroger, Kroger will pay the amount due within a reasonable time. If an audit reveals an overpayment by Kroger, the Vendor, no later than thirty (30) days following the discovery of the overpayment, will pay Kroger the amount overpaid, plus interest, at a rate equal to the prime rate published in the Wall Street Journal, plus 200 basis points, per annum.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.


THE KROGER CO.

DocuSigned by:
By:  
837017D7A0E34D8

Title: Vice President - Indirect Sourcing

Date: 6/9/2016

VENDOR: Normed & Associates

By:  - Jeff Bohling

Title: President

Date: June 8, 2016

Federal Tax I.D. Number: 58-1446148

EXHIBIT A

SERVICES

- 1) Vendor agrees to furnish Services to Kroger at the Kroger locations designated in writing by Kroger. Kroger may terminate Services at any Kroger location upon giving written notice of cancellation to Vendor and no additional fees will be paid to Vendor as of the cancellation date.
- 2) Kroger agrees to provide Vendor with the necessary access to Kroger locations and will cooperate with Vendor to allow provision of the Services in an effective manner.
- 3) Vendor shall provide such number of uniformed guards as may from time to time be required by Kroger, and understands and agrees that the number of guard posts, their location, guards and the hours and nature of guard's duties may vary from time to time to meet Kroger's requirements.
- 4) Kroger may request Vendor to remove any guard from Kroger's premises any time it desires and for any reason whatsoever.
- 5) Vendor's sole duties are to help Kroger deter criminal activity, including theft, by providing guards and security personnel that shall remain alert and observant at all times. Vendor's guards and security personnel shall not be required to engage in any physical touching of any persons as part of their duties and shall report life threatening situations to law enforcement and all other criminal activity to store management. Vendor's personnel will offer reasonable assistance to Kroger employees but only to prevent injury to that employee.
- 6) As agreed to by the parties and with reasonable notice from Kroger, Vendor shall provide operational data to Kroger, in sufficient detail to enable Kroger to analyze Vendor's performance.
- 7) Vendor will provide Services with sufficient hours of coverage to accommodate Kroger's needs. Vendor will provide reasonable and timely response to Kroger's reasonable special needs.
- 8) Vendor will adhere to the philosophy of continual process improvement and will meet with Kroger to discuss reasonable measurable performance indicators to improve service and reduce cost.

**EXHIBIT B****Security Guard Services - Insurance Requirements**

The Kroger Co. and/or Kroger's affiliates and subsidiaries may require higher insurance coverage limits and/or different coverages for certain product and service providers.

Underwritten by insurance companies rated A- or higher by A.M. Best

Must be shown as additional wording on Certificates:

- > "The Kroger Co. and Kroger's Affiliates and Subsidiaries are Additional Insureds"
- > "Primary and Non-Contributory" (except Workers' Compensation)
- > Waiver of Subrogation in favor of The Kroger Co.

Certificate Holder Name and Address:
 The Kroger Co. and Kroger's affiliates and subsidiaries
 C/o Ebix BPO
 PO Box 12010-12
 Hemet, CA 92546-8010

Must be shown as additional wording on Certificate: All insurance policies excluding workers compensation shall be "primary & non-contributory"

General Liability

Commercial General Liability	Yes
Occurrence Basis	Yes
Security Guard Professional Coverage	Yes
Additional Insured – Vendors	Yes
Each Occurrence	3,000,000

The following coverages are required if services are provided by vendor on The Kroger Co. premises, or as otherwise required by The Kroger Co.:

Auto Liability

Any Auto	Yes
Combined Single Limit – Bodily Injury & Property Damage	2,000,000

Note: As it concerns Auto Liability, a combination of "All Owned Autos, Hired Autos & Non-Owned Autos" OR "Scheduled Autos, Hired Autos & Non-Owned Autos" is acceptable

Workers Compensation

Statutory Limits	Yes
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Employers Liability

Each Accident	1,000,000
Disease Policy Limit	1,000,000
Disease Each Employee	1,000,000

Note: a) Required coverage limits can be achieved through a combination of your each occurrence limit of Primary & Umbrella or Excess Liability Insurance; b) In certain instances, "Claims Made" policies may be acceptable, consult with the Ebix BPO Kroger Certificate Administrator to validate exceptions.

ONLY FAX your Compliant Certificate to Kroger's Certificate Administrator – Ebix BPO @ 1-888-720-3834.

For Questions, please contact:

Contact Name:	Contact Title / Company:	Contact Phone:	Contact e-Mail:
Jim Aalberg	VP Corporate Insurance – Kroger	1-503-797-5300	jim.aalberg@kroger.com
Ed Bird	Insurance Analyst – Kroger	1-503-797-3318	edward.bird@kroger.com
Jan Stage	Kroger Certificate Administrator – Ebix BPO	1-619-407-7348	Jan.stage@ebix.com

EXHIBIT C (ATTACHMENT)

FEE SCHEDULE (SEE ATTACHMED)

Service	Hourly Rate	Hourly Holiday/OT Rate
Unarmed Security Officer		
Shift Supervisor		

Maximum of ____ hours per week

Each invoice will include a detailed list of Services completed, including the date and location of the Services. Vendor will support its invoicing with detailed Service reports by Kroger location. Invoices shall be submitted ONLY as one consolidated invoice. Services will be invoiced and paid as provided in the Agreement.

Kroger reserves the right to reduce payment for any Services that are not performed in accordance with this Agreement.

EXHIBIT D

CONTRACT REQUIREMENTS FOR CRITICAL VENDORS

Vendor has been identified by Kroger as a supplier of critical services, products, or technology. As such, Vendor agrees to:

1. Have a comprehensive business continuity program that cover all critical areas of the company
2. Have documented plans that include the identification of recovery teams, recovery tasks and resource needs for:
 - a. The recovery of business functions - Business Continuity Plans (BCP);
 - b. The recovery of technology - Disaster Recovery plans (DR)
 - c. Crisis Management (CM) for coordination of recovery
 - d. Pandemic Plans for loss of people at a 30-40% loss level
3. Test BCP, DR and CM plans at least annually
4. Provide Kroger the Recovery Time Objective (RTO) and Recovery Time Capability (RTC) for all systems required to provide the service associated with the contract
5. Provide upon request the most recent summary of test results that validate RTC for all systems required to provide the services associated with the contract
6. Notify Kroger if Vendor experiences a disruption impacting the Vendor's ability to provide the associated service to Kroger and to implement Vendor's appropriate BCP, DR, CM or Pandemic plan
7. Provide Kroger annually an executive attestation to the validity of its BCP
8. Provide Kroger with a right to audit documents that show scope and content of the above

Recovery Time Capability is defined as the amount of time a system or service was actually recovered as a result of a test. Alternately, this may be the amount of time the Vendor commits to the recovery based on its BCP/DR capabilities.

Recovery Time Objective is defined in hours as the amount of time a business function or process can be unavailable before severe financial, shareholder, image, regulatory, or contractual impacts become unacceptable to Vendor as a whole.

EXHIBIT E



UNIFORMED SECURITY OFFICER

POST ORDERS

The three primary purposes for your assignment as a Uniformed Security Officer is to: (1) improve the overall customer shopping experience by exhibiting world class customer service in behaviors and attitude; (2) Provide a visual deterrent to criminal activity; (3) Help make the store a safe environment for customers and associates.

Uniformed Security Officer Core Responsibilities:

- To reduce the likelihood of criminal activity and to promote safe store conditions, officers will randomly walk the interior of the store as a visual deterrent.
- Interactions with customers and associates should be conducted in a positive and professional manner.
- Officers should assist customers as requested, including notifying a store associate or manager in the event that a customer needs assistance in locating product.
- Officers are not to apprehend, detain, or question the ownership of merchandise in regard to a suspected shoplifter. Their role is to engage the would-be shoplifter with customer service consistent with our Shoplifting Awareness Policy. Any incident should be reported to Store Loss Prevention and/or Store Management and documented. Officers are required to report any Reasonable Cause Only incidents to Store Loss Prevention and/or Store Management and the Officer's supervisor immediately after the incident occurs. Officers should never pursue a suspect or use physical force to detain them. Physical force may only be used for self-defense or the defense of a third party that is in imminent danger.

- At the discretion of the Division Loss Prevention Manager, Officers may be asked to respond to, and document, an activation of an Electronic Article Surveillance (EAS) alarm for the purpose of providing superior customer service. Officers are not authorized to detain individuals as a result of an EAS alarm activation.
- Officers are expected to complete incident reports and statements in a timely, professional and thorough manner. Officers should keep one report copy for their records and provide a copy of their report to Store Management.

BEGINNING OF THE SHIFT:

- Follow your Security Company protocol check-in procedures.
- Immediately check in with a member of store management or his/her designate to apprise them of your presence and to ascertain any current or pending situations that warrant your attention. Similarly, any required breaks during your shift should be communicated to a member of Store Management or his/her designate.
- If you are relieving another officer, make certain that you are aware of any pending or current situations that may warrant your attention; otherwise, review reports of previous shift.

INTERIOR DUTIES

- **Primary Duty:** Officers should make occasional rounds through store strictly as deterrence to shoplifting or other types of criminal activity. Officers will use positive engagement and customer service to deter criminal activity.

(NOTE: While officers should always be ready to assist Store Management with shoplifting incidents or hostile suspects, upon their request they should not assume the duties of a store detective, nor should officers ever initiate the detention or apprehension of a suspected criminal. Your primary responsibility is to observe, detect, deter and report criminal activity.

- As with exterior tours, special care should be taken to avoid establishing predictable times or routes while making interior tours.
- **Safety:** Officers will remain alert to potential hazards to associates and/or customers such as spills or other "trip or slip" hazards, immediately bringing these to any department head's attention. In the event of the discovery of such hazard as a spill within the normal flow of customer traffic, the officer should stand by (in the absence of a store associate) until such hazard has been

eliminated, in order to caution customers of said hazard. If officer can easily eliminate hazard, immediate steps should be taken to do so. (i.e., removing debris, item of merchandise, etc. from floors and walkways.)

- **Accidents:** Officers will remain alert to accidents or loss prevention related incidents involving customers or associates, taking immediate steps to bring these to the attention of Store Management. Additionally, in the event of a medical emergency, officers will render comfort and care to the victim of any injured person to the extent and to the degree determined to be appropriate for the situation. With the exception of obvious life/death situations, an ambulance will be summoned only upon the request of the injured party or his/her adult parent/guardian. These incidents must be documented in detail.
- **Disorderly Conduct:** Officers will remain alert to the presence of intoxicated or otherwise suspicious persons, bringing these to the attention of store management, unless the presence of such person(s) represents an immediate hazard, under which circumstances the officer will take the appropriate action then immediately notify store management.
- **Customer/Associate Disputes:** Whether between two associates, an associate and a customer or two customers, Officers should report the situation to store management immediately for assistance. Physical force may only be used for self-defense or the defense of a third party that is in imminent danger.
- **Robbery Prevention:** When applicable, Officers may be relocated to the Front End during cash pulls to act as a visual deterrent to robbery. Officers are prohibited from entering the Accounting Room or Book Keeping Office or handling store funds at any time.
- **Fires:** If the Officer observes a fire in the store, the Officer is expected to notify Store Management immediately. If the Officer believes the fire can be contained safely, the Officer is permitted to utilize the store's fire extinguisher to put out the fire. PUTTING OUT THE FIRE IS NOT A REQUIREMENT. Only attempt to extinguish the fire if it can be done safely. If the fire cannot be safely extinguished, the Officer should then assist the Store Manager in evacuating the store.
- **Lost Child:** Officers must be familiar with the "Code Adam" missing child policy and be prepared to assist Store Management in the event that a lost child incident occurs.

EXTERIOR DUTIES

- **PRIMARY DUTY:** If applicable per lease agreements, Officers should make regular tours of parking lot and building perimeter, giving special care to avoid predictable patterns of time and routes.
- Officers should monitor for excessive carts in parking lot. Notify Store Management if there is an issue.
- Officers should remain alert to any incidents and/or accidents involving store associates or customers and immediately bring these to the attention of Store Management. All such incidents should be documented.
 - Upon being informed by a customer that he/she is or may have been the victim of criminal activity, Officers are to immediately inform Store Management.
 - Officers are not to contact law enforcement, or emergency personnel, prior to the direction of the Store Management unless there is imminent danger to a customer, associate or the facility.
 - Additionally, Officers are to exhibit a genuine attitude of concern and compassion for any victim(s) of accidents or criminal activity. Upon observing a violent crime in progress, officers should take reasonable and prudent steps to prevent imminent bodily injury, to the extent that doing so will not severely jeopardize their personal safety or that of customers and associates.
 - Uniformed security officers are not to assume the duties of traffic enforcement officers; but should notify Store Management of the existence of any serious traffic condition or hazard. Under no circumstances is an officer empowered with the authority to have a vehicle towed from store premises.

GENERAL RULES OF CONDUCT

- Particular care will always be taken to present a professional appearance and attitude at all times while on store premises. This is to include, but not be limited to:
 - Avoid the appearance of loitering.
 - Avoid eating, drinking or use of tobacco products while in public view.

- Always maintain your personal appearance and uniform according to your company guidelines.
- Always be polite and courteous; however, avoid extended idle conversation with customers or associates.
- Avoid the appearance of fraternization.
- Avoid leaning against walls or other structures. Avoid walking with hands in pockets, sitting on benches or in parked vehicles, handicapped carts, etc.
- Officers should not assume the role or take on job responsibilities of a store associate; i.e., sacking groceries, retrieving shopping carts, passing out ads, etc.; however, should not hesitate to remedy a situation that poses an immediate hazard to a customer or employee.
- Officers will not utilize cell phones except in accordance with their duties.
- Sitting in a parked vehicle while on duty protecting an OPEN store is prohibited.
- Breaks may be taken in the associate break area or restaurant area of the store.
- All schedule changes must be approved through your supervisor and Store Management.
- Physical force may only be used for self-defense or the defense of a third party that is in imminent danger.
- No Officer is to possess handcuffs or a firearm, on store premises without the express written authorization of the Division Loss Prevention Manager. In the event Officers have been authorized to carry this equipment on store premises, it is the responsibility of the security provider to ensure that the Officers have been adequately trained and meet the appropriate government regulatory standards for the use of this equipment.
- Officers are expected to abide by the Store Associate Purchase Policy when they are working. These guidelines include paying for all merchandise before it is consumed or removed from the store, only making purchases while on break or off the clock, and keeping a receipt attached to all purchases.

PUBLIC RELATIONS

- Officers are encouraged to both greet customers and thank them for their patronage, as appropriate. Avoid fraternizing.
- Officers should readily avail themselves to customers and employees for personal escort to parked vehicles or otherwise provide appropriate assistance.
- Media inquiries are to be politely directed to Store Management. The phrase "NO COMMENT" should be avoided. Refer any inquiries to Store Management.
- Officers are to direct any inquiries by attorneys and/or private investigators to store management or the Division Loss Prevention Management. Said inquiries should be immediately reported to store management.
- Officers will be required to attend all hearings or proceedings when contacted. Hearings and proceedings may consist of criminal, civil, contractual, and employment matters. All documentation and evidence necessary for hearings and proceedings will be in the Officer's possession at the hearing or proceedings. Appropriate business attire or uniform is required.
- After all hearings and proceedings it will be Officers' responsibility to notify the Store Manager and District Loss Prevention Manager of the case disposition. If store property was held for the hearing or proceedings the Officer will be responsible for returning the property back to the store.

ENDING OF THE SHIFT

- All appropriate reports or statements must be completed prior to leaving post.
- Officers being relieved by other Officers should not leave the post prior to properly briefing relief Officers regarding significant events of the preceding shift or of current or impending situations requiring the oncoming Officer's attention.
- Officers whose schedules do not provide for a relieving shift should notify Store Management that the current shift has ended prior to leaving the post.
- Established "end of shift" procedures should be followed prior to leaving post.

EXHIBIT C

[illegible]

EXHIBIT C

011	Atlanta	Kroger	492	3554 Jonesboro Rd	Atlanta	GA	Clayton	30064 Officer	Unarmed	Norred & Associates	56	\$13.42	\$	\$13.42	\$	\$0.00
011	Atlanta	Kroger	498	1690 Powder Springs Road	Marietta	GA	Cobb	30064 Officer	Unarmed	Norred & Associates	20	\$	\$	\$12.47	\$	\$0.00
011	Atlanta	Kroger	619	1524 HIGHWAY 15 WEST	GRFTN	GA	Spalding	30073 Officer	Unarmed	Norred & Associates	25	\$	\$	\$12.47	\$	\$0.00
011	Atlanta	Kroger	621	3770 SHILOH ROAD SW	COPPING	GA	Newton	30078 Officer	Unarmed	Norred & Associates	56	\$13.42	\$	\$13.42	\$	\$0.00
011	Atlanta	Kroger	635	505 Dacula Road	Dacula	GA	Gwinnett	30019 Officer	Unarmed	Norred & Associates	12	\$	\$	\$12.47	\$	\$0.00
011	Atlanta	Kroger	636	3093 Steve Reynolds Boulevard	Duluth	GA	Gwinnett	30096 Officer	Unarmed	Norred & Associates	32	\$	\$	\$12.47	\$	\$0.00
011	Atlanta	Kroger	651	720 Commerce Drive	Decatur	GA	DeKalb	30090 Officer	Unarmed	Norred & Associates	20	\$	\$	\$12.47	\$	\$0.00
011	Atlanta	Kroger	652	2036 Johnson Ferry Rd NE	Atlanta	GA	DeKalb	30319 Officer	Unarmed	Norred & Associates	4	\$	\$	\$12.47	\$	\$0.00
011	Atlanta	Kroger	655	1740 Brandriff Road	Atlanta	GA	DeKalb	30305 Officer	Unarmed	Norred & Associates	28	\$	\$	\$12.47	\$	\$0.00
011	Atlanta	Kroger	657	1476 Turner McCall Blvd.	Bonita	GA	Floyd	30161 Officer	Unarmed	Norred & Associates	12	\$	\$	\$12.47	\$	\$0.00
011	Atlanta	Kroger	659	2740 South Cobb Drive	Smyrna	GA	Cobb	30081 Officer	Unarmed	Norred & Associates	56	\$	\$	\$12.47	\$	\$0.00
011	Atlanta	Kroger	661	5275 Powder Mill Rd NE	Atlanta	GA	Clayton	30015 Officer	Unarmed	Norred & Associates	56	\$13.42	\$	\$13.42	\$	\$0.00

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EXHIBIT C

011	Fort Gillem	DC	2000 Annil Black Road	Forest Park	GA	Clayton	30297	Officer	Unarmed	Norred & Associates	968	Best Bidder Rate Per Hour	Best Bidder Rate Per Hour	Special Notes/Comments:
011	Fort Gillem	DC	2000 Annil Black Road	Forest Park	GA	Clayton	30297	Officer	Unarmed	Norred & Associates	968	\$ 15.22	\$ 15.22	\$ 0.34 per hour - Capable
011	Fort Gillem	DC	2000 Annil Black Road	Forest Park	GA	Clayton	30297	Site Manager	Unarmed	Norred & Associates	40	\$ 21.14	\$ 21.14	\$ 0.34 per hour - Capable
011	Fort Gillem	DC	2000 Annil Black Road	Forest Park	GA	Clayton	30297	Assistant Manager	Unarmed	Norred & Associates	40	\$ 14.33	\$ 14.33	\$ 0.34 per hour - Capable
Conversation was left pending 04-26-16, 50.32/hr. Capable to be removed at any time - and billed ONLY to "Regular after hours, NOT supervisor portions.														

STATEMENT OF WORK

This Statement of Work (the "Statement of Work") is entered into and executed as of January 1, 2016 pursuant to that certain Master Security Services Agreement also dated as of January 1, 2016 (the "Agreement"), by and between CFA, Inc. ("CFA") and Norred & Associates, Inc. ("Company"), the terms and conditions of which Agreement are incorporated herein by reference. All defined terms used herein but not otherwise defined herein shall have the meanings assigned to them in the Agreement. In the event of a conflict between the terms of the Agreement and this Statement of Work, the terms of the Agreement will govern unless this Statement of Work expressly and specifically contains a section titled "Deviations From Terms of Agreement," in which case the deviating terms set forth therein will control.

1. SERVICES DESCRIPTION. Company shall be assisting CFA by providing security Services as described in greater detail below.

2. SERVICES. Company shall provide CFA with the following Services:

A. Security Officers. Company shall provide trained armed and unarmed security officers (the number of which shall be subject to agreement by the Parties), who shall provide Services at CFA's designated campus locations 24 hours per day/7 days per week. The Services shall include, but are not limited to, the following:

- 1) Guard services;
- 2) Access control/visitor management;
- 3) CCTV monitoring;
- 4) Alarm monitoring;
- 5) Alarm responses/activation/deactivation/validation;
- 6) Emergency and life safety response and support;
- 7) Provide customer service assistance to everyone they come in contact with that may need help;
- 8) Vehicle assistance;
- 9) Security documentation;
- 10) Building security tours;
- 11) Perimeter security;
- 12) Operation and validation of security equipment;
- 13) Activation and support of public safety and EMS; and
- 14) Parking control.

B. Security Console Operators/Dispatchers. Company shall provide trained unarmed security console operators (the number of which shall be subject to agreement by the Parties), who shall provide Services at CFA's designated campus locations 24 hours per day/7 days per week. The Services shall include, but are not limited to, the following:

- 1) Provide central point of contact for all security issues and requests at all times;
- 2) Direction and dispatching of guard services;
- 3) Access control/visitor management;
- 4) Proactively operate CCTV to provide surveillance and incident validation;
- 5) Alarm monitoring;
- 6) Alarm responses/ activation/deactivation/validation;
- 7) Initiate emergency and life safety response and support;
- 8) Provide customer service assistance to everyone they come in contact with that may need help;
- 9) Security documentation;
- 10) Perimeter security;
- 11) Operation and validation of security equipment;
- 12) General security administration functions;
- 13) Activation and support of public safety and EMS; and
- 14) Access credential generation and management.

C. Security Supervisor. Company shall provide trained armed and unarmed security supervisors (the number of which shall be subject to agreement by the Parties), who shall provide Services at CFA's designated campus locations 24 hours per day/7 days per week. The Services shall include, but are not limited to, the following:

- 1) Provide liaison between CFA Security and Company on a daily basis for their assigned shift;
- 2) Ensure scope of service is maintained;
- 3) Security issue resolution;
- 4) Provide customer service assistance to everyone they come in contact with that may need help;
- 5) Identify and help resolve security deficiencies;
- 6) Direct supervisor for all onsite Company security Professionals during the assigned shift;
- 7) Ensure all security procedures are carried out and information is passed on correctly;
- 8) Generate daily work schedules for their assigned shift and identify gaps in staffing;
- 9) Minimize overtime;
- 10) Validate all security posts and equipment are operational and report any items in need of repair;
- 11) Maintain assigned security vehicles and generate a verify service and inspection vehicle log; and
- 12) Train, coordinate and execute all campus life safety plans.

D. Account Manager. Company shall provide trained armed and unarmed account managers (the number of which shall be subject to agreement by the Parties), who shall provide Services at CFA's designated campus locations 24 hours per day/7 days per week. The Services shall include, but are not limited to, the following:

- 1) Provide oversight management of all three shifts at all requested locations;
- 2) Assist CFA Security and Company with defining the current security threat and implement reaction plans;
- 3) Assist with creating security programs and procedure;
- 4) Provide customer service assistance to everyone they come in contact with that may need help;
- 5) Ensure all aspects of the scope of service are being carried out;
- 6) Support security investigations;
- 7) Support offsite security activations for CFA sponsored events;
- 8) Provide resources for executive protection details;
- 9) Serve as a resource and a liaison with law enforcement and EMS agencies; and
- 10) Implement, document and execute all training for assigned Company Professionals.

E. Off-Duty Police Officers. Company shall provide trained armed police officers (the number of which shall be subject to agreement by the Parties), who shall provide Services at CFA's designated campus locations 24 hours per day/7 days per week. The Services shall include, but are not limited to, the following:

- 1) Provide the highest level of trained Peach Officer Standards and Training ("POST") certified active off-duty police coverage;
- 2) Be authorized by law and have jurisdictional and arrest power in the area assigned;
- 3) Maintain a high level of vigilance and provide a certified, armed response to any security or life safety issue that may arise; and
- 4) Serve as a law enforcement resource to all Company Professionals and CFA security personnel.

F. Additional Services. Listed below are additional Services Company will provide as part of their professional fees. If these Services require additional resources (e.g., subcontractors which must be approved in accordance with Section 28 of the Agreement) they will be billed as a pass through cost directly to CFA.

- 1) Threat assessments;
- 2) Investigations;
- 3) Liaison for domestic and foreign security support;
- 4) Background investigations;
- 5) Restaurant security support;
- 6) Security consulting; and
- 7) Security data collection.

3. **SERVICES SCHEDULE.** Company shall provide CFA with the Services set forth in this Statement of Work according to the following list of scheduled standard weekly hours. The hours are subject to change based on the prior written agreement of CFA and Company:

WEEKLY SCHEDULE	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Working Account Manager/Supervisor	As needed	7:30a-4:30p	7:30a-4:30p	7:30a-4:30p	7:30a-4:30p	7:30a-4:30p	As Needed
Working Supervisor/Evenings(a)	As needed	3p-11p	3p-11p	3p-11p	3p-11p	3p-11p	As Needed
Working Supervisor/Nights(a)	As needed	11p-7a	11p-7a	11p-7a	11p-7a	11p-7a	As Needed
Security Console Operator 1 - Days	7a-3p	7a-3p	7a-3p	7a-3p	7a-3p	7a-3p	7a-3p
Security Console Operator 2 - Evenings	3p-11p	3p-11p	3p-11p	3p-11p	3p-11p	3p-11p	3p-11p
Security Console Operator 3 - Nights	11p-7a	11p-7a	11p-7a	11p-7a	11p-7a	11p-7a	11p-7a
LOCATION - MAIN	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Security Officer - Main Gate 1 (a)	24/7	24/7	24/7	24/7	24/7	24/7	24/7
Security Officer - Main Gate 2	Off	7a-3p	7a-3p	7a-3p	7a-3p	7a-3p	Off
LOCATION - JCCC	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Security Officer - JCCC	Off	8a-6p	8a-6p	8a-6p	8a-6p	8a-6p	Off
LOCATION - LINCOLN	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Security Officer - Vehicle Gate	24/7	24/7	24/7	24/7	24/7	24/7	24/7
Security Officer - Pedestrian Gate/Rover	24/7	24/7	24/7	24/7	24/7	24/7	24/7
Off Duty PD (a)	24/7	24/7	24/7	24/7	24/7	24/7	24/7
LOCATION - OAKMONT	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Security Officer - Gate 1	24/7	24/7	24/7	24/7	24/7	24/7	24/7
Security Officer - Gate 2	Off	7a-3p	7a-3p	7a-3p	7a-3p	7a-3p	Off
LOCATION - ROVERS	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Security Officer - Rover 1 (Main/Oak)	24/7	24/7	24/7	24/7	24/7	24/7	24/7

Day Posts
Evening Posts
Night Posts
24/7 Posts
(a)=armed

Total Security	1258
Total Police	168
Total Company Hours	1426

4. **PRICE/FEE AND PAYMENT SCHEDULE.**

A. **Price/Fee.** The total annual fees for the Services set forth in this Statement of Work shall not exceed \$2,002,518.40 USD without the prior written consent of the CFA Representative, based on the services schedule set forth in Section 3 and the breakdown of rates set forth below.

- a. Security Officer: \$23.56 per hour
- b. Security Console Operator/Dispatcher: \$23.56 per hour
- c. Security Supervisor: \$23.56 per hour
- d. Account Manager: \$49.75 per hour
- e. Assistant Account Manager: \$23.56 per hour
- f. Off Duty Police Officer: \$45.00 per hour
- g. Lead Security Officer: \$23.56 per hour; provided, however, that the Parties acknowledge and agree that the rate for any such additional officer(s) beyond those agreed to in this Statement of Work shall be \$21.56 per hour.
- h. CFA shall be charged an overtime rate of 1.25% of the applicable hourly rate.
- i. 2016 Subaru Forester: \$350 per month
- j. 2015 Ford Escape: \$280.52 per month
- k. 2012 Ford Escape Hybrid: No charge
- l. Insurance: \$256.50 per vehicle/month
- m. Fuel: At cost (not included in the total fees set forth in this Section 4A)
- n. Maintenance: At cost (not included in the total fees set forth in this Section 4A)

Company will determine rates of pay and pay wages for its Professionals at its discretion, but will in all events pay at levels satisfying local, state, and federal wage requirements. The Parties' obligations with respect to taxes are set forth in Section 23 of the Agreement. Additional services beyond those set forth in this Statement of Work shall be provided at the rates above unless otherwise pre-approved in writing by the CFA Representative.

The Parties acknowledge and agree that the rate for executive protection Services, as may be requested by CFA from time to time, shall be \$55.00 per hour, plus travel expenses if applicable; provided, however, that if the Account Manager works the detail, there is no hourly charge (but there may be travel expenses).

B. Company will not exceed more than .007% of the annual base price set forth in Section 4A for the services set forth in this Statement of Work without the prior written approval of CFA. If more than .007% of the estimated annual base price is generated annually, Company will be held responsible for the additional costs. If less than .006% of the estimated annual base price is generated CFA will pay a .003% incentive of the overall contract to Company.

C. Company shall invoice CFA on a monthly basis. CFA shall pay invoices within 60 days of receipt.

5. **EXPENSES.** Except as otherwise set forth in this Statement of Work, all expenses including without limitation administrative fees, incurred by Company in performing the Services covered by this Statement of Work for CFA shall be included in the rate or fee set forth in Section 4(A) above.

6. **COMMUNICATIONS AND PERFORMANCE.** Company's regional account manager and vice president will schedule and conduct monthly meetings with the CFA Representative to review budgets, challenges and new initiatives.

A. Each Company Professional must meet the following standards prior to being assigned to perform Services for CFA and must maintain these requirements as a condition of any assignment to CFA:

- 1) Pass all State Mandated Training to include CPR/First Aid, AED and blood borne Pathogens;
- 2) Complete Company in-house training program;
- 3) Have comprehensive pre-employment criminal background checks and periodic follow-up checks as outlined in Company pre-employment program;

- 4) Sign a Professional Agreement;
- 5) Sign/acknowledge Company's Information Protection and Technology Policy that shall be congruent with similar policy(ies) of CFA.
- 6) Have a clear Department of Motor Vehicles check and periodic follow-up checks as required by Company;
- 7) Communicate clearly, written and verbally, and be familiar with basic computer skills to include Microsoft and Apple iPad applications; and
- 8) If armed, meet all state and federal requirements as well as Company's armed Professional response training and qualification.

B. In addition to the requirements set forth in Section 6A, Security Console Operators, Security Supervisors, and Account Managers must meet the following requirements:

1) Security Console Operators must possess at least 3 years of security or law enforcement experience with dispatch or 911 experience preferred; except as otherwise approved by CFA, have completed at least 1 year of providing Services to CFA or in a similar corporate environment; be familiar with CCTV operations as well as basic security disciplines.

2) In addition to the Security Console Operators requirements above in Section 6B(1), Security Supervisors must possess at least 3 to 5 years of security or law enforcement supervisory experience with dispatch or 911 experience preferred and, except as otherwise approved by CFA, must have completed at least 2 years of providing Services to CFA or in a similar corporate environment.

3) In addition to the Security Console Operators requirements set forth in Sections 6B(1) above, Account Managers must possess at least 5 to 7 years of security or law enforcement supervisory experience with console or 911 experience preferred and, except as otherwise approved by CFA, must have completed at least 3 years of providing Services to CFA or in a similar corporate environment.

7. **UNIFORMS AND DRESS CODE.** All Professionals will adhere to Company's uniform and appearance standards as provided and agreed on by Company and CFA. Company will provide uniforms (subject to approval by CFA) for all Professionals.

8. **REPRESENTATIVES.**

- A. Company Representative shall be Jeff Bohling.
- B. CFA Representative shall be Tim Meadows.

9. **DEVIATIONS FROM TERMS OF AGREEMENT.** None.

ACCEPTED AND AGREED BY:

CHICK-FIL-A, INC.



Signature

MIKE HAZELTON

Print Name

VP, CORPORATE SERVICES

Title

NORRED & ASSOCIATES, INC.



Signature

JEFF Bohling

Print Name

President

Title

[Corporate Seal]

MASTER SECURITY SERVICES AGREEMENT

This MASTER SECURITY SERVICES AGREEMENT (this "Agreement") is dated as of January 1, 2016 (the "Effective Date") by and between **Chick-fil-A, Inc.**, a Georgia corporation, with an address at 5200 Buffington Road, Atlanta, GA 30349 ("**CFA**"), and **Norred & Associates, Inc.**, a Georgia corporation with an address at 1000 Virginia Avenue, Suite #200, Atlanta, Georgia 30354 ("**Company**"). The term "Company" as used in this Agreement shall include Company's Affiliates (as hereinafter defined). CFA and Company are each hereinafter referred to as a "Party" and are collectively referred to as the "Parties."

WHEREAS, Company maintains a staff of individuals who are employees of Company and who are well qualified to provide various security services ("Professionals");

WHEREAS, CFA has been utilizing some of the Services (as hereinafter defined) of Company's Professionals, and is desirous of continuing to utilize the Services of Company's Professionals; and

WHEREAS, Company desires to provide such Services upon such terms and conditions provided herein; and

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. DEFINITIONS. For the purposes of this Agreement, all capitalized terms used in this Agreement shall have the meaning ascribed to them in Exhibit A and elsewhere in this Agreement.

2. PURPOSE OF AGREEMENT. This Agreement supersedes and replaces any and all prior agreements (whether oral or written) between the Parties. Notwithstanding anything contained herein to the contrary, all Services provided to CFA after the Effective Date shall be subject to the terms of this Agreement. The Parties also agree that the terms and conditions of this Agreement shall apply to all Services provided to CFA prior to the Effective Date.

3. SERVICES. Company will provide the Services to CFA described in a Statement of Work, the form of which is attached hereto as Exhibit B, and incorporated herein by reference ("Statement of Work"). In addition, any Statement of Work may be updated from time to time to add or remove Services or to modify the terms of Services upon a written agreement signed by both Parties. Company shall, and shall cause each of its Professionals and subcontractors, if applicable, who will be performing the Services to, comply with all requirements set forth herein and in any Statement of Work.

4. REPRESENTATIVES. In each Statement of Work, CFA shall designate a representative to whom all of Company's communications regarding the Services shall be addressed ("**CFA Representative**") and Company shall designate a representative who shall be responsible for day-to-day coordination of the performance of such Services and for managing the manner and means in which such Services are performed ("**Company Representative**").

5. CHARGES. CFA will pay the amounts, if any, set forth in a Statement of Work for the Services at the times described therein, if any. Any increase in total fees payable must have the prior written approval of CFA. Company shall be solely responsible for the payment of all subcontractors and other third parties, if applicable, engaged by or through Company to provide, perform or assist in the provision and delivery of the Services. Unless otherwise specifically set forth in a Statement of Work, Company shall bear all of its own expenses incurred in performing the Services, including, without limitation, costs of facilities, equipment, management, travel, lodging and similar items. Except where a Statement of Work sets forth a detailed payment schedule for Services, Company shall invoice CFA for Services rendered and, if applicable, reimbursable expenses no later than sixty (60) days from the date the Service was rendered or the expense

was incurred. Notwithstanding anything to the contrary in this Agreement or any Statement of Work, CFA shall not be obligated to pay any portion of any invoice that is not timely submitted in accordance with the foregoing provision.

6. TERM OF AGREEMENT. This Agreement shall commence on the Effective Date and shall continue thereafter for a period of three (3) years (the "**Initial Term**"). Unless either Party provides notice to the other Party of its intent not to renew this Agreement at least sixty (60) days prior to the expiration of the then-current term, this Agreement shall thereafter automatically renew for successive terms of one (1) year each (each such term, a "**Renewal Term**," and together with the Initial Term, the "**Term**").

7. TERMINATION. This Agreement and/or any accompanying Statement of Work may be terminated only as follows:

7.1 By either Party, if the other Party materially defaults in the performance of any provision of this Agreement or any Statement of Work and fails to cure such breach within ten (10) business days of receiving written notice of such breach.

7.2 By either Party immediately, if the other Party is unable to pay its debts as due, or enters into or files or has filed or commenced against it a petition, arrangement, action or other proceeding seeking relief or protection under the bankruptcy laws of the United States or any similar laws of the United States or any state of the United States or of any other country or jurisdiction, or has a trustee, receiver or liquidator appointed for all or a substantial part of its assets.

7.3 By CFA immediately upon written notice to Company, if through action or inaction, Company becomes the subject of public ridicule or scandal.

7.4 By CFA at any time for any reason upon thirty (30) days prior written notice to Company.

7.5 By CFA, if there exists a series of material breaches of this Agreement that are cured within the permissible periods, and/or a series of non-material or persistent breaches by Company that in the aggregate have an adverse impact on the provision or use of the Services and/or CFA's business.

8. EFFECT OF TERMINATION.

8.1 Termination of any Statement(s) of Work shall not serve to terminate this Agreement or any other outstanding Statement(s) of Work, each of which shall continue in force in accordance with its respective terms until the earlier of its termination or expiration in accordance with the Agreement. Termination of this Agreement shall automatically terminate any and all outstanding Statement(s) of Work then outstanding under this Agreement.

8.2 In the event this Agreement or any Statement of Work is terminated for any reason, Company shall be entitled, subject to Section 20 of this Agreement, to receive payment of undisputed fees for all Services provided pursuant to any Statement of Work through the effective date of termination and expenses incurred, to the extent such expenses are the responsibility of CFA, through the effective date of termination, but shall not be entitled to any other amounts. However, if the Agreement or any Statement of Work is completely or partially terminated due to material breach by Company, nothing in this Section shall prevent a court from determining that the direct damages recoverable by CFA include the amount of any and all fees paid to Company for such Services.

8.3 Upon termination or expiration of this Agreement for any reason or at any time upon CFA's written request, Company shall promptly turn over to CFA any and all data, written matters, materials, CFA Data and all other items either acquired from CFA or created by Company in the course of performing Services under this Agreement and/or the Statement of Work, and all copies thereof, in each such case in whatever forms or media such items are held by Company. With CFA's prior written approval or at CFA's written direction, instead of returning certain materials and items described above to CFA, Company may

destroy such identified materials and items and provide a certification from an officer of Company to such effect. Upon the termination of Company's relationship with any Professional performing Services under this Agreement, Company shall require such Professional to immediately return to CFA any and all property, files, manuals, records, gate codes, alarm codes, access cards and other documents and materials belonging to CFA that are in Professional's possession or under Professional's control, including all copies of any written and/or electronic materials.

9. REMOVAL OF PROFESSIONAL. Company shall not remove or replace any Professional identified in a Statement of Work as a key Professional (a "**Key Professional**") until the applicable Statement of Work is completed, unless CFA expressly agrees otherwise. If any Key Professional terminates his or her employment with Company or otherwise becomes unavailable as a result of the Key Professional's death or disability, then Company will use reasonable commercial efforts to provide a replacement Professional with similar qualifications acceptable to CFA as soon as possible. Any replacement Key Professional shall also be designated as a Key Professional regardless of whether set forth in any Statement of Work or any amendment thereto. CFA shall not be responsible for, and shall not be charged, any fees or other costs related to such replacement Professional's performance of the Services until the replacement Professional has obtained the same proficiency and knowledge regarding the Services as the former Key Professional. Upon CFA's request, Company shall immediately remove any Professional from performing the Services. In such circumstances and if so requested by CFA, Company shall use reasonable commercial efforts to assign to CFA a qualified alternative Professional acceptable to CFA as soon as possible.

10. RELATIONSHIP BETWEEN THE PARTIES. The Parties acknowledge that Company and its Professionals shall be solely independent contractors of CFA, and it shall be Company's responsibility to communicate the relationship between the Parties to its Professionals. The time, manner and method of performing Company's obligations set forth herein shall be under Company's sole control and exclusive discretion; CFA's sole interest being in the result of such obligations. The Professionals and any other agents of Company assigned to perform the Services under this Agreement shall under no circumstances be considered employees or agents of CFA, and they shall have no authority to bind CFA by contract or otherwise. Neither Company nor its Professionals shall at any time represent themselves as employees of CFA. Nothing contained herein shall be construed as creating any joint employer relationship, agency, partnership, joint venture, or other form of joint enterprise between the Parties.

11. COMPANY'S RESPONSIBILITY TO MANAGE PROFESSIONALS AND TO ENSURE COMPLIANCE WITH APPLICABLE POLICIES, PRACTICES, AND THE LAW.

11.1 Company shall be solely responsible for the payment or provision of any applicable compensation, federal, state and local payroll taxes, workers' compensation and unemployment compensation coverage, disability benefits and all such legal obligations in regard to its Professionals. Company will pay Professionals all compensation due to them under federal, state and local laws, less any applicable payroll deductions required by law and/or other deductions authorized by each Professional. Company will provide its standard or greater employee benefits to all Professionals assigned to perform the Services, including any benefit required by law, and Company shall be solely responsible for the employer costs associated with such employee benefits.

11.2 Company will maintain accurate records of all Professionals' time worked and expenses incurred on behalf of CFA, in addition to any other applicable time and work related records required by federal, state and local law, as well as any additional records necessary to demonstrate Company's compliance with the terms of this Agreement.

11.3 Neither the Company nor the Professionals assigned to perform Services shall be entitled to any employment-related benefits from CFA including, but not limited to, health insurance, retirement benefits, disability insurance, workers' compensation insurance or unemployment insurance.

11.4 Company will pay to the appropriate government authorities and/or other entities, when due and to the extent applicable, with respect to each Professional performing the Services, all taxes and insurance premiums withheld, as well as all payroll taxes, federal insurance contributions, unemployment

insurance and workers' compensation insurance premiums, and other required payments or withholdings on behalf of each Professional who performs the Services. Company shall be responsible for the issuance of all Form W-2s and other tax related documents to the Professionals and all costs associated therewith. Upon the reasonable request of CFA, Company shall provide documentary proof of payment of taxes and/or payroll withholdings, provision of employment related benefits, compliance with this Agreement, and execution of a Professional Agreement or similar document containing the terms set forth in Exhibit C attached hereto with respect to any Professionals who perform the Services.

11.5 Company acknowledges and agrees that as the Professionals' employer it is responsible for complying with the Family and Medical Leave Act and all other applicable federal, state, and local laws and regulations relating to family medical leave including, but not limited to: (1) giving required notices; (2) providing required leave; (3) maintaining statutory benefits during leave; and (4) providing required reinstatement after return from leave. Any requests for family and medical leave received by CFA from Professionals assigned to CFA will be referred by CFA to Company. Company agrees that it is solely responsible for administration and management of all requests for such leave by its Professionals and will notify all Professionals accordingly.

11.6 Company will be solely responsible to recruit, interview, select, qualify, review, hire, train, certify, evaluate and assign Professionals who, in its best judgment, are best qualified to perform the Services. Such selection and training shall be in compliance with Company's obligation to provide those Services and to do so in compliance with all applicable local, state and federal laws, rules and regulations. It is Company's sole responsibility to provide all necessary training and appropriate training for Professionals to safely and efficiently provide the Services. All personnel selection and training by Company shall be expressly subject to Section 28 of the Agreement (No Subcontracting without Consent).

11.7 Company shall be solely responsible for disciplining Professionals up to and including termination of employment with Company. Company agrees to take corrective action or remedial measures with regard to any of its Professionals who violate any of CFA's compliance requirements (which are set forth or referenced in this Agreement or any applicable Statement of Work). CFA has the sole discretion and right to require Company to remove any Professional from an assignment for any lawful reason. Nothing herein shall be interpreted to limit Company's right to discharge its employees at will.

11.8 Company is solely responsible to ensure that all Professional assigned to CFA are in compliance with the Immigration Reform and Control Act of 1986 ("IRCA"). Specifically, Company will comply fully with the record keeping and other requirements of IRCA including, without limitation, I-9 requirements. CFA is not responsible for sponsorship of any Professional assigned to it. Company will assign Professionals to CFA whom Company has confirmed legal eligibility to perform services as employees in the United States, and for whom all required record keeping under IRCA has been performed and maintained. Company will indemnify, defend and hold CFA harmless from and against any and all loss, cost, liability or expense (including, but not limited to, reasonable legal fees and litigation costs and expenses) for any such Professional.

12. REPORTS AND COMMUNICATIONS. Company shall provide the CFA Representative with written reports at such times as agreed upon by the Parties in connection with a Statement of Work, describing the status of Company's performance of the Services thereunder as further described in such Statement of Work. Additionally, Company shall promptly communicate to the CFA Representative any significant issue or problem.

13. RESTRICTIONS ON USE AND DISCLOSURE.

13.1 In the performance of Services hereunder, Company and its Professionals and/or CFA and/or its Affiliates (the "Disclosing Party") may disclose (whether before or after the Effective Date) confidential information of the Disclosing Party to the other Party or the other Party's Affiliates (the "Receiving Party") ("Confidential Information"). Each Party understands that the Confidential Information of the other Party and its Affiliates is valuable and proprietary to such Party and/or its Affiliates (and/or to third parties that have entrusted the Confidential Information to such Party and/or its Affiliates).

As such, the Receiving Party agrees to protect the Confidential Information of the Disclosing Party with the same degree of care that it uses to protect its own information of a similar nature, but in no event less than a reasonable standard of care and, except as required under this Agreement, the Receiving Party will not at any time directly or indirectly, use, publish, disseminate, describe or otherwise disclose Confidential Information in any form to any person or entity without the Disclosing Party's express prior written consent or except as required by applicable law. The term Confidential Information shall include, but shall not be limited to: (a) customer and prospective customer lists, and details of agreements with customers; (b) acquisition, expansion, marketing, financial and other business information and plans; (c) research and development data; (d) computer programs; (e) information concerning sources of supply; (f) information regarding the identity of specialized consultants and contractors and Confidential Information developed by them for the Receiving Party and/or its Affiliates; (g) purchasing, operating and other cost data; (h) special customer needs, cost and pricing data; and (i) employee information (including, but not limited to, personnel, payroll, compensation and benefit data and plans); as well as such information that is the subject of meetings and discussions and not recorded. Confidential Information shall not include such information that is generally available to the public (other than as a result of a disclosure by the Receiving Party) or that is disclosed to the Receiving Party without an obligation of confidentiality by a third party under no obligation to keep such information confidential or that was rightfully known to the Receiving Party prior to the receipt of such information without an obligation of confidentiality or that is independently developed by the Receiving Party without reference to the Confidential Information of the Disclosing Party, or that does not otherwise qualify for protection as confidential information under applicable law. Further, the Receiving Party shall use its reasonable commercial efforts to safeguard Confidential Information of the other Party from access by unauthorized individuals. With respect to Personally Identifiable Information, each Party's obligations set forth in this Section 16 shall survive forever. With respect to Confidential Information that rises to the level of trade secrets under applicable law, each Party's obligations set forth in this Section shall continue beyond the termination or expiration of this Agreement for so long as such information qualifies as a trade secret under applicable law. With respect to all other Confidential Information, each Party's obligations set forth in this Section shall continue beyond the termination or expiration of this Agreement for the earlier of a period of three (3) years after such termination or expiration, or for so long as such information qualifies as confidential information under applicable law. Company will not compile and/or distribute statistical analyses and reports utilizing aggregated data derived from CFA Data; except that upon CFA's written request and direction, Company may compile CFA Data for the sole and exclusive purpose of preparing statistical analyses or reports for CFA. Without limiting the generality of the foregoing, Company shall not: (1) use CFA Data other than as strictly necessary to perform the Services in accordance with the terms and conditions of this Agreement; (2) sell, assign or lease to third parties any CFA Data; or (3) commercially exploit CFA Data.

13.2 The Receiving Party will immediately notify the Disclosing Party, in writing in the event of any loss, unauthorized access to, disclosure or use in violation of the Agreement of a Disclosing Party's Confidential Information known to the Receiving Party. The Receiving Party shall cooperate with the Disclosing Party to remedy such loss and/or unauthorized access to, disclosure or use of such Confidential Information.

13.3 The Company acknowledges that CFA's Confidential Information may include Personally Identifiable Information relating to its customers, employees and other third parties and shall treat it as such. The Company shall comply with all applicable current and future laws relating to data privacy, personal data, and data protection.

13.4 As between CFA and Company, CFA shall own any and all CFA Data. Company and its subcontractors shall treat all CFA Data as the exclusive property of CFA and the furnishing of such CFA Data or access to such items shall not grant any express or implied interest in such CFA Data to Company or its subcontractors.

13.5 The Parties hereby acknowledge and agree that violation by one Party of the provisions of this Section may cause irreparable harm to the other Party not adequately compensated by monetary damages. In addition to all other relief and remedies available to the Parties, it is agreed that temporary and permanent

injunctive relief shall be available to the Parties to prevent any actual or threatened violation of such provisions as provided by law.

13.6 Company and its Professionals may have access to CFA's information systems that contain Confidential Information. Company and its Professionals will maintain the integrity of CFA's information systems. Company agrees to, and shall cause the Professionals to, take all necessary steps to prevent the unauthorized use or misuse of, and to avoid jeopardizing, CFA's information systems. Among other things, Company will, and will ensure that Professionals:

- 13.6.1 Use the information systems and the Confidential Information they contain solely for authorized CFA activities;
- 13.6.2 Notify CFA of any unauthorized use or misuse of the information systems, Confidential Information, or any activity that appears questionable;
- 13.6.3 Maintain the secrecy of any password and other information system access identification provided;
- 13.6.4 Prevent others from using a terminal to which any Professional has logged on until such Professional has logged off;
- 13.6.5 Log off or lock a terminal whenever Professional leaves a terminal; and
- 13.6.6 Comply with the requirements set forth in CFA's then current Information Security & Electronic Resources Policy or similar policies.

14. CONFLICTS OF INTEREST. During the Term, and for a period of two (2) years after the expiration or early termination thereof, Company shall not assign any Professional performing executive protection Services under this Agreement to perform similar services for any CFA Competitor.

15. CONFIDENTIALITY OF RELATIONSHIP. Except as necessary to perform the Services and except where CFA has given its express written consent, Company shall not (i) authorize or release materials that make reference to or explain the terms, conditions or existence of Company's engagement hereunder, (ii) use the CFA name, trademarks, trade names, logos or make reference to CFA in any way in Company's marketing or sales materials, websites, customer lists, or in discussions with Company's customers, prospective customers, and industry/financial analysts, or (iii) advertise or otherwise disclose or publicize this Agreement, its terms, or Company's affiliation with CFA under this Agreement.

16. EVALUATION OF COMPANY. CFA may evaluate Company from time to time to determine if Company complies with CFA's then-current standards for the approval of vendors. CFA may change its standards at any time upon notice to Company. Company will have a reasonable time to comply with any such new standards. Company will promptly furnish to CFA all information or materials CFA may reasonably request to determine if Company meets CFA's then-current standards. Company will promptly notify CFA of the happening of any event or the change of any circumstances that could affect Company's ability to meet CFA's standards. Further, upon reasonable prior notice and at reasonable times, CFA representatives may, at Company's expense, inspect and audit the procedures for maintaining the security and integrity of Confidential Information, the work performed by the Professionals and Company and the Professionals' compliance with the provisions of this Agreement. All papers, correspondence, data, information, reports, records (excluding payroll records), receipts, and other sources of information relating to the work to be performed hereunder, other than materials or CFA Data which Company is required to return to CFA, shall be held for a period of two (2) years from termination/expiration of this Agreement.

17. INSURANCE.

17.1 Coverage Requirements. Company agrees to acquire and maintain insurance covering Company by providing the following minimum coverages and limits:

17.1.1 Commercial General Liability with a limit of \$1,000,000.00 per occurrence for bodily injury, including death resulting therefrom, personal injury, property damage and advertising injury. Such coverage shall include contractual liability coverage recognizing this Agreement, products and/or completed operations liability and premises liability. Such coverage shall also cover CFA as an additional insured; and

17.1.2 Commercial Automobile Liability with a \$1,000,000.00 combined single limit for bodily injury, including death resulting therefrom, and property damage, covering all owned, non-owned and hired automobiles. Such coverage shall also cover CFA as an additional insured; and

17.1.3 Workers' Compensation coverage as required by statute, covering all employees, including Employer's Liability coverage with limits of \$1,000,000.00 each employee, each accident; provided that in monopolistic states Stop Gap Coverage be maintained by endorsement to the Commercial General Liability insurance in lieu of Employer's Liability coverage. If Company engages leased workers, contingent workers, temporary workers, volunteer labor, contractors and/or subcontractors, Company shall ensure that such parties are adequately insured as required by statute, and upon request of CFA, shall produce evidence of such coverage to CFA; and

17.1.4 Professional Liability coverage concerning the acts, errors, and omissions of Company and Company's liability for its employees, agents and subcontractors with a limit of not less than \$3,000,000.00 per claim. The definition of "professional services" within the policy of professional liability insurance must include the Services provided by Company, its employees, agents, and subcontractors under the terms of this Agreement. Any retroactive date on the policy should be prior to commencement of this Agreement. Company shall maintain such coverage for a period of at least thirty-six (36) months subsequent to the termination or expiration of this Agreement; and

17.1.5 Company shall maintain All Risks Property insurance on a replacement cost basis insuring any personal property of Company, its employees, agents, and/or subcontractors brought onto any CFA premises; and

17.1.6 Umbrella or Excess Liability coverage with a limit of \$5,000,000.00 with coverage extending over primary Commercial General Liability, Commercial Automobile Liability and Employer's Liability. Such coverage shall also cover CFA as an additional insured.

17.2 General Provisions. All insurance carried or required to be carried by Company shall be with insurers qualified to do business in the state where the Services are performed and which have an AM Best rating of "A- VII" or better, or the equivalent thereof. The coverage under Company's insurance shall be primary, and any other insurance available to or carried by CFA shall be non-contributory or excess. All coverages contained herein shall be endorsed to include the insurer's waiver of subrogation in favor of CFA. Company's insurance policies shall endeavor to provide a minimum of thirty (30) days written notice by the insurance company to CFA and Company prior to cancellation, termination, non-renewal or any material change in such coverage. Within five (5) business days of Company's knowledge of any cancellation, termination, non-renewal or material change in such coverage, Company shall provide written notice to CFA informing it of the same. Any errors, omissions or misrepresentations by Company that may invalidate coverage to Company shall not prejudice CFA's rights under the aforementioned insurance required of Company.

17.3 Certificates. Company must return with this Agreement certificates of insurance evidencing the required coverage set forth above, and each certificate shall indicate that the coverage represented thereby shall not be canceled, terminated, materially changed or not be renewed until at least thirty (30) days prior written notice has been given to CFA and Company. Company also agrees to provide annual update certificates as appropriate. CFA has no duty to confirm the existence of such insurance or to monitor such certificates.

17.4 Liability. The insurance coverage and limits set forth above are designed to satisfy the minimum requirements of CFA and are in no way intended to limit the liability of Company (or its employees,

agents, and subcontractors) under this Agreement or limit any right CFA may have, including, without limit, any rights of indemnity or contribution. Further, the insurance coverage and limits set forth above are not intended to be a recommended insurance program for Company, Company being solely responsible for the sufficiency of its own insurance program.

18. REPRESENTATIONS, WARRANTIES AND COVENANTS. Company represents, warrants and covenants to CFA that:

18.1 Professionals shall at all times be employees of Company.

18.2 It has and follows a policy and consistent practice that is appropriate (based on industry standards for national firms performing services similar to the Services), and will follow such practice, of (i) confirming basic information provided to Company by every Professional including, but not limited to, confirmation of the Professional's full name and address, identity, previous employment, educational background, and personal references; (ii) obtaining the criminal history, if any, of a Professional from appropriate investigation resources in accordance with applicable law; and (iii) testing Professionals for drugs and/or alcohol (collectively, "Qualification Checks"). Company will comply with all applicable laws (including but not limited to the Fair Credit Reporting Act) in conducting Qualification Checks and shall notify CFA of any changes in its Qualification Checks. Company will not assign to CFA any Professional who has not successfully passed all Qualification Checks and shall promptly remove from performing the Services any Professional who, after being assigned to perform Services for CFA, fails any periodic Qualification Checks.

18.3 It will, and it will cause its Professionals and subcontractors to, perform all responsibilities and provide the Services under this Agreement and each Statement of Work in a manner that does not infringe, or is not claimed to infringe, or constitute an infringement or misappropriation of, any patent, trade secret, trademark, trade dress, copyright or other Intellectual Property or proprietary right of any third party.

18.4 It and each of the Professionals that it will use to provide and perform the Services have the necessary knowledge, skills, experience, qualifications, rights and resources to provide and perform the Services in accordance with this Agreement; it and its Professionals have successfully provided and performed the Services or services that are substantially equivalent to the Services for other customers of Company; and the Services will be performed for and delivered to CFA in a diligent, workmanlike manner in accordance with industry standards, laws and governmental regulations applicable to the performance of such Services.

18.5 Company, at its cost and expense, shall, and shall cause each of its Professionals and subcontractors to: (i) obtain all necessary regulatory approvals and permits for and applicable to its business and for the performance and provision of the Services; and (ii) comply with all laws, rules and regulations applicable to Company. Company, at its cost and expense, shall, and shall cause each of its Professionals and subcontractors to comply with all laws, rules and regulations applicable to CFA and its Affiliates.

18.6 Company is an equal opportunity employer and will not discriminate based upon race, color, national origin, ethnicity, religion, sex, pregnancy, age, disability, military service status or any other factor or characteristic protected by applicable federal, state or local law in its own hiring and employment practices or in assigning Professionals to perform Services for CFA.

19. INDEMNITY. Company will defend, indemnify and hold each CFA Indemnitee harmless from and against any and all losses, damages, costs, claims, proceedings, charges, causes of action, suits and expenses (including but not limited to reasonable attorneys' fees) incurred by any of them arising from or in connection with (a) any claims against a CFA Indemnitee of infringement of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret, or similar property right conferred by contract or by common law or by any law of any country or jurisdiction alleged to have been incurred because of or relating to any materials, information technology, information management and communication services, equipment, software or other resources provided by Company, its Professionals or its subcontractors in connection with this Agreement or any Statement of Work; (b) any claims of any nature whatsoever (including but without

limitation personal injuries, death or damage to tangible personal and real property of the CFA Indemnitee, Company, or third parties (including, without limitation, Company's Professionals and its subcontractors)) either (i) caused by the negligence or willful misconduct of Company, its Professionals and/or its subcontractors or (ii) caused by the activities of Company, its Professionals and/or its subcontractors pursuant to this Agreement or any Statement of Work; (c) any claims for amounts, including, but not limited to taxes, benefits, interest and penalties, assessed against any CFA Indemnitee which are the obligation of Company; (d) Company's breach of its obligations, representations, warranties or covenants under this Agreement or any Statement of Work; (e) any alleged violation -- claimed or proved -- of any local, state, or federal employment law, including but not limited to claims for the payment or provision of any compensation, federal, state and local payroll taxes, workers' compensation and unemployment compensation coverage, disability benefits and all such legal obligations of its personnel, including the Professionals; (f) any claims asserted by any Professional or third party related to benefits provided by Company, alleged employment discrimination, harassment or retaliation, unfair or wrongful termination, breach of contract, tort action, or any other claim related to such Professional's employment with Company or provision of the Services under this Agreement; (g) any claims asserted by a third party associated with the classification of Professionals as anything other than employees of Company; and (h) any claims against a CFA Indemnitee arising out of the use of any CFA equipment, tools, or facilities whether or not such claim is based upon its condition or on the alleged negligence in permitting its use;. Company will pay the cost of such defense and settlement and any costs, damages, and fees awarded against a CFA Indemnitee. The CFA Indemnitee may, at its sole option, elect to control or participate in such investigation, trial, defense and settlement of such claim and any appeal arising therefrom, through its attorneys or otherwise, and Company will reimburse the CFA Indemnitee for all reasonable and customary expenses related thereto, including attorneys' fees. No settlement of a claim that involves a remedy other than the payment of money by Company shall be entered into without the consent of the CFA Indemnitee, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Company's obligations under this Section shall not be limited by or to the liability insurance requirements of Section 17; rather, it is the express intent of the Parties that Company's obligations under this Agreement, including, but not limited to this Section, shall extend to the entire amount of any liability, damage or expense covered by this Agreement, including, but not limited to, this Section.

20. SET-OFF/PAYMENT DISPUTES. CFA shall have the right to set off against amounts owed by CFA under this Agreement, any amount Company is obligated to pay or credit CFA or its Affiliates under this Agreement. Any dispute as to CFA's entitlement and CFA's failure to pay any amount represented by such credit while such dispute is being resolved shall not be considered a basis for monetary default under this Agreement.

21. MOST FAVORED CUSTOMER. The fees and expenses charged to CFA for the Services may in no event exceed the fees charged by Company or any of its Affiliates to their other customers for similar services provided under substantially similar terms and conditions. If Company or any of its Affiliates charges lower fees or affords larger discounts to any of their other customers for similar services under substantially similar terms and conditions, Company shall promptly notify CFA of such facts and offer such pricing and discounts to CFA for any Services CFA has acquired or proposes to acquire from Company, on substantially similar terms and conditions to those extended to such other customer(s), effective as of the date such pricing and discounts were extended to such other customer(s).

22. BUSINESS REPUTATION AND DEALINGS. Company acknowledges the unique corporate environment, culture, reputation and goodwill that have evolved as an integral part of CFA's business system. Accordingly, Company agrees that it shall exercise the rights granted to it pursuant to this Agreement in a manner consistent with the reputation and goodwill of CFA. Company further agrees that neither it, nor any of its Professionals, employees, independent contractors, agents or representatives shall take any action or engage in any conduct that could reflect unfavorably upon or cause negative publicity toward CFA or the CFA business system.

23. TAXES. Company is responsible for charging and remitting all applicable taxes in taxing jurisdictions where Company has an obligation to collect and remit tax. For any applicable tariffs and taxes charged to CFA, Company shall set forth each such tariff or tax separately as a line item on any invoice submitted to CFA. Upon request of CFA, Company shall provide its form of invoice to be reviewed and

approved by CFA and shall use commercially reasonable efforts to make such form changes as reasonably requested by CFA. Company represents, warrants and covenants to CFA that all jurisdictions in which Company has a requirement to collect and remit tax, together with Company's valid tax identification numbers for each jurisdiction as of the Effective Date, are set forth on Exhibit D attached hereto and incorporated herein by reference.

24. SURVIVAL OF TERMS. The provisions of Sections 1, 2, 5, 8, 10- 13, 14-19 and 21-39 shall survive the termination or expiration of this Agreement.

25. NOTICES. Any notice, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered in person, via overnight mail, via facsimile with confirmation, or mailed via United States certified or registered mail, return receipt requested, postage prepaid, and shall be addressed to the Parties at their respective addresses set forth below. Either Party may change its address for notices by a notice given in the manner set forth in this Section.

To CFA:

Chick-fil-A, Inc.
5200 Buffington Road
Atlanta, Georgia 30349
ATTN: Tammy Pearson, Esq.
Facsimile: 404-305-4784

To Company:

Norred & Associates, Inc.
1000 Virginia Avenue, Suite 200
Atlanta, GA 30354
ATTN: Jeff Bohling
Facsimile: 404-762-4282

26. NON-EXCLUSIVITY. During the Term of this Agreement and thereafter, CFA may contract, hire or otherwise engage any other entity or person to provide the same or similar Services as Company.

27. ASSIGNMENT. Company shall not assign, subrogate or transfer any interest, obligation or right under this Agreement or under any Statement of Work, by operation or otherwise, without the prior written consent of CFA. Any dissolution, merger, consolidation, reorganization or other business combination or any transfer of all or substantially all of the assets or a controlling percentage of the corporate stock or other interests of Company shall constitute an assignment of this Agreement and any outstanding Statement of Work. Any purported or attempted assignment will be void and of no force or effect if not done in accordance with this Section. The rights and obligations of the Parties shall inure to the benefit of, will be binding upon and will be enforceable by the Parties and their lawful successor and representatives.

28. NO SUBCONTRACTING WITHOUT CONSENT. Company may not delegate or subcontract any of its obligations under this Agreement or any Statement of Work without prior written consent of CFA in each instance. CFA shall have the right to require that Company replace a subcontractor if CFA determines for any reason in its sole discretion that it is no longer desirable for such subcontractor to continue to perform any part of the Services. Company shall remain primarily liable for and obligated to CFA (i) for the timely and proper performance of all of its obligations under this Agreement, whether or not such obligations are delegated to subcontractors, and (ii) for the actions of any person or entity (and their employees, agents and subcontractors) to which Company delegates or subcontracts any such obligations. CFA's consent to any new or replacement subcontractor shall not in any way abrogate Company's liability and obligation under this Agreement. Furthermore, unless otherwise requested by Company with respect to a specific subcontractor and such request is agreed to by CFA, Company shall require that any approved subcontractor carry the minimum amounts of insurance coverage outlined in Section 17.

29. HEADINGS. The headings contained in this Agreement are for reference purposes only. They are not included for substantive purposes and shall not affect the meaning or interpretation of this Agreement.

30. APPLICABLE LAW AND VENUE. This Agreement shall be construed in accordance with and governed for all purposes by the laws and public policy of the State of Georgia without regard to principles related to conflicts of laws. Further, the Parties consent to exclusive jurisdiction and venue in the federal courts located within, and state courts of, the State of Georgia.

31. SEVERABILITY. If any of the provisions of this Agreement or a Statement of Work or any portion thereof shall be held invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable this entire Agreement or such Statement of Work, but rather this Agreement or such Statement of Work will be construed as if not containing the particular invalid or unenforceable provisions or portion thereof, and the rights and obligations of the Parties hereto will be construed and enforced accordingly.

32. ENTIRE AGREEMENT. Notwithstanding anything to the contrary in this Agreement, this Agreement and any Statement of Work shall only be considered effective when executed by each Party to this Agreement or such Statement of Work. Except as otherwise expressly stated herein, this Agreement, including any Statement of Work and any other exhibits attached hereto, contains the entire agreement between the Parties as to the subject matter hereof and fully supersedes all prior understandings, written or oral, between the Parties regarding such subject matter. This Agreement may not be modified or amended except by a written instrument executed by both Parties.

33. WAIVER. No failure to exercise and no delay in exercising any right, remedy, privilege, or power under or pursuant to this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, privilege, or power provided for under or pursuant to this Agreement by either Party hereto preclude or limit such Party from any other or further exercise thereof or from pursuing any other right, remedy, privilege, or power available pursuant to this Agreement, at law, in equity, or otherwise.

34. ATTORNEY FEES. In the event of any proceeding arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all of its costs and expenses incurred in connection with such proceeding, including court costs and reasonable attorneys' fees.

35. RESTRICTIONS ON ACCESS. The Company shall not visit a CFA restaurant for the purposes of observation of "back of house" processes, research, ingredient samples, etc., without the prior written permission of CFA.

36. THIRD PARTY RIGHTS. Notwithstanding anything contained in this Agreement to the contrary, the Company hereby acknowledges that CFA (i) has no right or authority to waive any claim under this Agreement on behalf of any third parties, including CFA's franchisees; (ii) is in no way, by executing this Agreement, waiving any claim on behalf of any third parties, including CFA's franchisees; (iii) has no right or authority to make any representation or warranty on behalf of any third parties, including CFA's franchisees; and (iv) is in no way, by executing this Agreement, making any representation or warranty on behalf of any third parties, including CFA's franchisees.

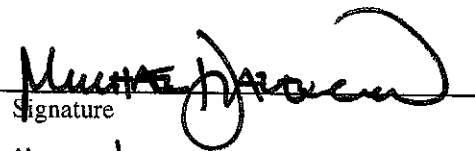
37. COMPLIANCE WITH CFA'S CODE OF CONDUCT. Company acknowledges and agrees that during the Term of this Agreement it shall abide by the terms of the Vendor Code of Conduct, a copy of which is attached hereto as Exhibit E, and made a part of this Agreement.

38. CONFLICT WITH STATEMENT OF WORK/EXHIBITS. In the event of a conflict between the terms of this Agreement and any Statement of Work or any exhibit attached hereto, the terms of this Agreement will govern unless such Statement of Work expressly and specifically notes the deviations from the terms of this Agreement, in a section to any Statement of Work titled "Deviations From Terms of Agreement", in which case the deviating terms set forth therein will control. In the event of an amendment to this Agreement or any Statement of Work, the terms of the amendment will govern over this Agreement or the applicable Statement of Work.

39. COOPERATION. The Parties agree that, during the Term of this Agreement and thereafter as may be necessary, they shall cooperate with one another with respect to any business matters relating in any way to the Services provided or contemplated under this Agreement. This specifically includes, but is not limited to, cooperation with the other Party in connection with the investigation and/or resolution of any complaints, reports, claims, charges, actions or proceedings that may be brought by or involve any of the Professionals assigned by Company to perform Services under this Agreement.

ACCEPTED AND AGREED BY:

CHICK-FIL-A, INC.

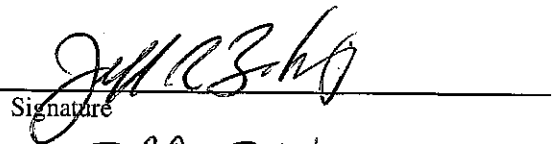

Signature

MIKE HAZELTON
Print Name

VP, CORPORATE SERVICES
Title

By:

NORRED & ASSOCIATES, INC.


Signature

Jeff Bohling
Print Name

President
Title

[Corporate Seal]

EXHIBIT A

DEFINITIONS

1. **"Affiliates"** shall mean any person or entity, controlling, controlled by or under common control with CFA or Company, as applicable. In addition, members of the CFA Group shall have the same rights as an Affiliate of CFA.
2. The **"CFA Group"** includes CFA's subsidiaries, Affiliates, contractors, franchisees, licensees, and the Cathy Family Entities. "Cathy Family Entities" include (i) any entity (including its subsidiaries) in which (a) one or more members of the Cathy family have an individual or collective equal to or greater than fifty percent (50%) ownership interest, (b) a member of the Cathy family sits on the Board and serves as an executive officer, or (c) a member of the Cathy family serves as the manager of or has management control over the entity; and (ii) any non-profit (or not-for-profit) entity (including its subsidiaries) in which a member of the Cathy family sits on the Board and serves as an executive officer. The lineal descendants of Truett Cathy and his spouse, their lineal descendants, and their spouses constitute members of the Cathy family.
3. **"CFA Data"** means any or all of the following, and all copies thereof, regardless of the form or media in which such items are held: (i) Confidential Information of CFA or any member of the CFA Group, including, but not limited to, Personally Identifiable Information; (ii) data and/or information provided or submitted by or on behalf of CFA or any member of the CFA Group to Company regardless of whether considered Confidential Information; and (iii) data and/or information stored, recorded, processed, created, derived or generated by Company, CFA, or any member of the CFA Group as a result of and/or as part of the Services, regardless of whether considered Confidential Information.
4. **"CFA Competitor"** means any person or entity involved in the fast food or quick-service restaurant industry, and entities controlling, controlled by, or under common control with any such entities.
5. **"CFA Indemnitee"** means CFA, the CFA Group and their respective officers, directors, employees, agents, successors and assigns.
6. **"Intellectual Property"** or **"Intellectual Property Rights"** means, on a worldwide basis, any and all: (i) rights associated with works of authorship, including copyrights, moral rights and mask-works; (ii) trademarks and service marks; (iii) trade secret rights; (iv) patents, designs, algorithms and other industrial property rights; (v) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (vi) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
7. **"Personally Identifiable Information"** means any and all information provided by CFA and/or the CFA Group or collected by the Company for CFA and/or the CFA Group (i) that identifies, or when used in combination with other information provided by CFA and/or the CFA Group or processed by the Company on behalf of CFA and/or the CFA Group identifies, an individual, or (ii) from which identification or contact information of an individual person can be derived. Personally Identifiable Information can be in any media or format, including computerized or electronic records as well as paper-based files. Personally Identifiable Information includes, without limitation, a person's name, home and work contact information, credit card information, email address, social security number, social insurance number, or other government-issued identifier, and all information about the individual's relationship with CFA and/or the CFA Group (such as compensation and benefits information, education, training and professional qualification data, job information, health and disability data, products and services purchased data, products and services usage data, etc.) Additionally, to the extent any other information (such as, but not necessarily limited to, biometric information) is associated or combined with Personally Identifiable Information, then such information also will be considered Personally Identifiable Information.
8. **"Services"** means the services, functions and responsibilities, as they may evolve during the Term and as they may be supplemented, enhanced, modified or replaced, comprised of (i) the services, functions,

and responsibilities described in a Statement of Work or the Agreement or an amendment thereto; (ii) any services, functions, and responsibilities not specifically described in a Statement of Work or Agreement which are an inherent or a necessary part or subpart of, and which are required for the proper performance and provision of, the services, functions, and responsibilities; and (iii) any other services provided by Company to CFA. Changes during the Term in the services, functions and responsibilities shall not be deemed to be new Services, if such services, functions and responsibilities evolved or were supplemented and enhanced during the Term (a) by Company in its sole discretion, or (b) are required to be made by Company as part of the services, functions or responsibilities described above pursuant to the terms of a Statement of Work or the Agreement.

EXHIBIT B
FORM OF STATEMENT OF WORK

This Statement of Work (the "**Statement of Work**") is entered into and executed as of _____, 20__ pursuant to that certain Master Security Services Agreement dated as of January 1, 2016 (the "**Agreement**"), by and between CFA, Inc. ("**CFA**") and Norred & Associates, Inc. ("**Company**"), the terms and conditions of which Agreement are incorporated herein by reference. All defined terms used herein but not otherwise defined herein shall have the meanings assigned to them in the Agreement. In the event of a conflict between the terms of the Agreement and this Statement of Work, the terms of the Agreement will govern unless this Statement of Work expressly and specifically contains a section titled "Deviations From Terms of Agreement," in which case the deviating terms set forth therein will control.

1. **SERVICES DESCRIPTION.** Company shall provide CFA with the following services:

_____.

2. **SERVICES SCHEDULE.** Company shall provide CFA with the Services set forth in this Statement of Work on the following schedule:

_____.

3. **PRICE/FEE AND PAYMENT SCHEDULE.**

A. The fees to paid by CFA to Company for the Services covered by this Statement of Work shall be \$_____. The Parties' obligations with respect to taxes are set forth in Section 23 of the Agreement.

B. CFA shall pay the fees set forth in Section 4(A) above on the following schedule:

_____.

4. **EXPENSES.** All expenses incurred by Company in performing the Services covered by this Statement of Work for CFA shall be included in the rate or fee set forth in Section 4(A) above.

5. **COMMUNICATIONS.** Company shall provide the CFA Representative with written progress reports describing the status of the Company's performance of the Services hereunder on the following schedule:

_____.

6. **KEY PROFESSIONAL.** Company Key Professional shall be _____.

7. **REPRESENTATIVES.**

A. Company Representative shall be _____.

B. CFA Representative shall be _____.

8. DEVIATIONS FROM TERMS OF AGREEMENT. None.

ACCEPTED AND AGREED BY:

CHICK-FIL-A, INC.

NORRED & ASSOCIATES, INC.

By:

Signature

Signature

Print Name

Print Name

Title

Title

[Corporate Seal]

EXHIBIT C
FORM OF PROFESSIONAL AGREEMENT

Norred & Associates, Inc. ("**Company**") has been engaged by Chick-fil-A, Inc. ("**CFA**") to provide various security services (the "**Services**"). Company desires to assign _____ ("**Professional**" or "**you**") to perform these Services in whole or in part. In addition to the terms of any other agreement(s) between you and Company, to provide Services to CFA through your relationship with Company, Company requires that you specifically agree to and acknowledge the following terms concerning your assignment by Company to perform Services for CFA:

1. CONFIDENTIALITY

- (a) Except as an authorized CFA representative may consent in writing or as may be required in the performance of Services for CFA, you agree that you will not at any time, either during or subsequent to the term of this Professional Agreement, disclose any information, knowledge or data of CFA or any CFA customer, affiliate or employee that you may receive or obtain during the term of this Professional Agreement (whether inadvertently or intentionally), including but not limited to: gate codes, alarm codes, information contained on access cards, information relating to computer programs, proprietary products and/or procedures, accounting methods, marketing techniques, customer information, financial information, business plans, personal information and other confidential or proprietary matters (collectively, the "**Confidential Information**"); and you agree that you will not use the Confidential Information other than in performing your obligations under this Professional Agreement, except as an authorized CFA representative may otherwise consent in writing.
- (b) All Confidential Information is and shall remain CFA's exclusive property. You agree that you will not make copies of any Confidential Information.
- (c) You agree to take all necessary steps to prevent the unauthorized use or misuse of, and to avoid jeopardizing CFA's information systems. Among other things, you will: (i) notify CFA of any unauthorized use or misuse of the information systems, Confidential Information, or any activity that appears questionable; (ii) maintain the secrecy of any password and other information system access identification provided; and (iii) comply with the requirements set out in CFA's then current Information Security & Electronic Resources Policy or similar policies.
- (d) You agree that you will not, in the course of your assignment, communicate or otherwise disclose to CFA any confidential or proprietary information, including trade secrets, of any other person or entity. You further agree that you will not, in the course of your assignment, use any confidential or proprietary information or intellectual property, including trade secrets, of any other person or entity except as expressly authorized by CFA.
- (e) You agree that you will not advertise or otherwise disclose or publicize this Agreement, its terms, or your affiliation with CFA under this Agreement, without CFA's prior written consent (which consent may be withheld in CFA's sole discretion).
- (f) You acknowledge that your use or disclosure of CFA's Confidential Information in any manner inconsistent with this Professional Agreement may cause irreparable harm and damage. Company and CFA will have the right to equitable relief, including preliminary and permanent injunctive relief, to prevent such unauthorized, negligent or inadvertent use or disclosure, in addition to and without waiver of any other rights and remedies available hereunder or at law or equity.

2. RETURN OF MATERIAL

Upon completion of the performance of the Services, or upon request by CFA, you agree that you shall immediately return to CFA any and all Confidential Information, property, files, data, manuals, records, gate codes, alarm codes, access cards, and other documents or materials (collectively, "**Material**") belonging to CFA that is in your possession or under your control, including all copies of any written or electronic Material.

3. RELATIONSHIP TO CFA

In consideration of your assignment to perform Services for CFA, you understand, acknowledge, and

agree that you are **not** an employee of CFA and therefore are not entitled to any employment-related benefits from CFA including, but not limited to, health insurance, retirement benefits, disability insurance, worker's compensation insurance or unemployment insurance, regardless of the length of your assignment to CFA by Company. You understand, acknowledge, and agree that you are solely an employee of Company, and you understand, acknowledge, and agree that all compensation for your provision of Services will be provided to you by Company. You further hereby expressly waive any claim or right that you may have, now or in the future, to any employment-related benefits provided by CFA to its employees, and you expressly agree not to make any claim for such benefits.

NORRED & ASSOCIATES, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

PROFESSIONAL

Signature: _____

Name: _____

Title: _____

Date: _____

Jurisdiction in which Company is required to collect and remit tax	Valid Tax Identification Number for each jurisdiction
Georgia	

EXHIBIT E

VENDOR CODE OF CONDUCT

CFA desires to have a positive impact on others and is committed to legal compliance and ethical conduct wherever CFA conducts business. This Vendor Code of Conduct ("Code of Conduct") outlines CFA's expectations of fair and ethical business practices for all of CFA's vendors. Vendors who knowingly or repeatedly violate this Code of Conduct or applicable laws, or who provide goods or services tainted by any of the practices prohibited by this Code of Conduct, will not continue to receive CFA's business.

Applicability

This Code of Conduct applies to all vendors ("Vendors") who supply goods or services to CFA, the CFA® system of franchised, licensed and corporate-owned restaurants, and/or CFA affiliated restaurants (collectively, the "CFA System"). Further, Vendors are responsible for ensuring that their own suppliers and contractors, including those who grow, produce, or supply raw materials for or components of a finished product or service, ("Suppliers") adhere to this same Code of Conduct.

Compliance with Laws

CFA expects its Vendors to comply with all applicable laws, rules, and regulations at the local, state, federal, national and international level, including laws relating to employment standards, workplace environment, business integrity, and environmental and social responsibility.

Employment Standards

CFA is committed to recognizing and upholding the human rights of all workers involved in providing goods or services to the CFA System. Treating others with honor, dignity, and respect is integral to the way CFA conducts its own business, and CFA extends this principle to its Vendors and all their employees and Suppliers.

Voluntary Labor – Employment shall be voluntary. The use of any form of slave, forced, bonded, indentured, prison, or other involuntary labor is prohibited. Forced labor includes the use or display of weapons for the purpose of intimidation of workers. Vendors shall not require workers to surrender government-issued identification or work permits as a condition of employment. Vendors shall not engage in or support human trafficking or exploitation and shall not use goods tainted by such.

Work Authorization – Vendors must implement hiring practices that accurately verify workers' legal right to work in the applicable jurisdiction prior to employment.

Underage Labor – Vendors shall ensure that all of their employees (and all employees of their Suppliers) are of a legal age to work in the applicable jurisdiction prior to employment. Further, workers under the age of 18 should not perform any type of work likely to jeopardize their health or safety, and Vendors shall comply, and shall ensure their Suppliers comply, with all child labor laws applicable to their workforce.

Freedom of Association – Vendors shall respect the rights of workers to associate freely with any group, to join or not join labor unions, and to communicate openly with management regarding working conditions and management practices.

Working Hours & Wages – Working hours and workweeks shall not exceed the maximum set by local laws. Vendors must provide workers with rest days; if local law allows, employees may voluntarily work overtime. Vendors are to comply with all applicable wage laws, including those related to minimum wages, premium pay for overtime hours, and non-discrimination in pay.

Humane Treatment – Inhumane treatment is prohibited, including any form of physical, sexual, psychological, or verbal harassment or abuse. This includes the threat of any such treatment. Vendors must also avoid all forms of illegal discrimination.

Workplace Environment

Health & Safety - CFA expects its Vendors to provide a clean and safe working environment for their employees. Vendors shall take all steps necessary to prevent accidents and injury, and to minimize exposure to health risks. Where residential facilities are provided to workers, conditions must be safe and sanitary.

Emergency Preparedness - Vendors must have systems to prevent, detect, and respond to situations threatening the security and safety of all employees. Workers shall receive communication and training on emergency planning and safe work practices.

Business Integrity

Legal Compliance – All business activities of a Vendor shall comply with applicable laws and regulations for the countries in which they operate.

Ethical Practices – CFA expects its Vendors to accurately record business dealings, comply with applicable anti-corruption laws, and engage in fair and ethical business practices.

Environmental & Social Responsibility

Environmental Sustainability – Stewardship is a central component of CFA's corporate purpose. CFA expects Vendors to steward and protect the environment through such practices as sustainable agriculture, waste reduction, energy efficiency, and water use reduction. Vendors are responsible for identifying, managing, and measuring the environmental impact of their facilities and shall obtain and observe all environmental permits and approvals required by local and federal jurisdictions.

Animal Welfare – Vendors are required to meet or exceed respective industry standards for animal welfare practices and living conditions (e.g., UEP Certified for eggs).

Enforcement

Audits and Assessments - CFA reserves the right to conduct unannounced audits of Vendors' business practices, records, and facilities, and of any goods and/or services provided by Vendor to the CFA System – either by CFA or by an accredited auditing firm approved by CFA. Any such audit shall be performed against this Code of Conduct and any applicable approved international code (such as The International Council of Toy Industries (ICTI) Code of Business Practices).

Monitoring of Suppliers - Vendors must provide written confirmation to CFA that they have a program in place to monitor their Suppliers for compliance with this Code of Conduct.

Consequences of Violations - CFA reserves the right to terminate its business relationship with any Vendor who violates this Code of Conduct or whose Suppliers violate this Code of Conduct. CFA also may terminate its business relationship with Vendors who fail to provide confirmation of their monitoring of their Suppliers.

THE STATE OF TEXAS §
COUNTY OF HARRIS §

I. PARTIES

A. Address

THIS AGREEMENT FOR SECURITY GUARD SERVICES is made on the date countersigned by the City Controller, by and between the **CITY OF HOUSTON, TEXAS** (the "City"), a Texas Home Rule City of the State of Texas principally situated in Harris County, and **Norred & Associates, Inc.** (the "Contractor"), a Georgia corporation authorized to do business in Texas.

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

City

Manager
Security Management Division
General Services Department
City of Houston
611 Walker St., 3rd Floor
Houston, TX 77002

And

Director
Houston Airport System
City of Houston
P.O. Box 60106
Houston, TX 77205-01061

And

Director
Department of Public Works & Engineering
City of Houston
611 Walker St., 3rd Floor
Houston, TX 77002

Contractor

Norred & Associates, Inc.
1003 Virginia Ave., Suite 200
Atlanta, GA 30354
Phone: 404-761-5058
Fax: 404-762-4282

The Parties agree as follows:

B. Table of Contents

This Agreement consists of the following sections:

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EXHIBITS

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- EXHIBIT C: Drug Policy Compliance Agreement
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- EXHIBIT E: Drug Policy Compliance Declaration
- EXHIBIT F: Performance Bond
- EXHIBIT G: CJIS Systems Access Policy
- EXHIBIT H: Pay or Play Program Acknowledgment Form 1 (POP 1 Form).
- EXHIBIT I: Pay or Play Program Certification of Agreement (POP 2 Form).

C. Parts Incorporated

The above described exhibits are incorporated into this Agreement.

D. Controlling Parts

If a conflict among the sections and exhibits arises, the sections control over the exhibits.

E. Signatures

The Parties have executed this Agreement in multiple copies, each of which is an original.

ATTEST/SEAL (if a corporation):
WITNESS (if not a corporation):

Norred & Associates, Inc.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS
Signed by: _____

City Secretary

Mayor

APPROVED:

COUNTERSIGNED BY:

Carolyn Hanahan
Acting Chief Procurement Officer

Controller

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

Senior Assistant City Attorney
L.D. File No. 037-1500069-001

II. DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

"Agreement" means this Security Guard Services Agreement between the Parties, including all exhibits and any written amendments authorized by City Council and Contractor.

"Armed Roving Patrol Security Officer" means a Commissioned Officer who routinely patrols Facilities and responds to incidents, alarms and etc. using a clearly marked vehicle.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"Chief Procurement Officer" or "CPO" is the Chief Procurement Officer for the City of Houston, as set forth in Chapter 15 of the Houston Code of Ordinances.

"Commissioned Officer" means a Security Officer who holds a Security Officer's commission issued by the Texas Board of Private Investigators and Private Security Agencies, pursuant to the authority of Texas Occupations Code Chapter 1702.

"Contractor" means **Norred & Associates, Inc.** and includes its successors and assigns.

"Countersignature Date" means the date City Controller countersigned on the signature page of this Agreement.

"Director" means (a) the Director of the General Services Department (GSD), or the person he or she designates in writing for all Facilities listed in **Exhibit A-1**, or (b) the Director of the Department of Public Works and Engineering (PWE), or the person he or she designates in writing for all Facilities listed in **Exhibit A-2**, or (c) the Director of the Houston Airport System (HAS), or the person he or she designates in writing for all Facilities listed in **Exhibit A-3**. If a provision is specific to a particular Director, then the term "HAS Director," "PWE Director" or "GSD Director" will be used. If a particular Facility is not implicated, then "Director" shall mean

the GSD Director, the PWE Director and the HAS Director. If there is a conflict or question about which Director is meant, then the GSD Director will be deemed the applicable representative of the City.

“Emergency” means an immediate threat to life, or an immediate threat to the safety of any person on or in a Facility.

“Facility” means a City of Houston building, property or premise identified in **Exhibit A-1, Exhibit A-2 or Exhibit A-3.**

“Facility Manager” means the City employee in charge of a particular Facility.

“GSD” means the General Services Department of the City of Houston.

“Holiday” means any day that has been designated as such by City Council.

“HAS” means the City of Houston Airport System.

“Incident Report” means a written report prepared by a Security Officer detailing and describing any extraordinary or irregular event occurring during that officer’s duty shift that affects or might reasonably be expected to affect the security or safety of the Facility, property, or any person.

“Location Security Requirements List,” “LSRL” or “Post Orders” means those specific security requirements, as defined by the Director for each Facility identified and shall consist of:

- A listing of the number of Security Officers, Scanner Operators and Supervisors required, whether they are to be Armed Security Officers, Commissioned or Noncommissioned, the type of weapon, and the days and hours during which services are required, including specific work shifts;
- A description of the location of Security Officer posts or scanning posts, if any;
- A description of required procedures for logging or recording exiting or entering

persons and materials, if such logging is to be required;

- A description of the geographical locations where the Director desires services to be performed, including a description of required patrol routes and checkpoints, if any; and,
- Any other specific instructions as to the particular Facility involved.

"Noncommissioned Officer" means a Security Officer who holds a Noncommissioned security card issued by the Texas Commission on Private Security pursuant to the authority of Texas Occupations Code, Chapter 1702, and who is unarmed while providing Security Officer Service as directed by Contractor under this Agreement.

"Notice to Proceed" means the written notice signed by the CPO and sent to the Contractor authorizing the Contractor to begin performance under this Agreement.

"Original Maximum Contract Amount" is the dollar amount set forth in the City Council Ordinance first approving and authorizing this Agreement.

"Parties" mean the City and Contractor collectively.

"Post Orders" means those specific security requirements, as defined by the Director or Facility Managers, for each location identified, as defined under LSRL above.

"Project Manager" means Contractor's Project Manager who shall be available at the Facilities at those times the Site Supervisor is not on-site. The Project Manager shall have a minimum of three years of management or supervisory experience in the commercial security officer service industry or an acceptable equivalent. The Project Manager shall solely be dedicated to this Contract and shall have no outside or other responsibilities. The Project Manager shall oversee the performance of the Security Officer Service and shall perform duties that shall include but are not limited to:

- Direct supervisory responsibility on behalf of Contractor at the Facilities.
- Responsible for providing weekly work schedules to the Director, including schedules of relief personnel. Maintain officer schedules, including overtime control, vacations, roll call changes, and prepare and circulate the weekly work schedules.
- Responsible for providing daily scanner reports to the Director.
- Responsible for providing daily summaries of Incident Reports to Director, including daily total officer hours, etc.
- Responsible for providing daily activity reports to the Director.
- Other responsibilities as reasonably requested by the Director.

“PWE” means the Department of Public Works and Engineering of the City of Houston.

“Scanner Operator” means a Security Officer who has received a minimum of 4 hours of training in x-ray scanning techniques, device and contraband recognition, and action to be taken upon recognition of explosives, weapons, or contraband.

“Security Officer Service(s)” means the prevention of intrusion, unauthorized entry, theft, larceny, vandalism, abuse, fire and trespass on the designated premises of the City; the prevention, observation, or detection of any unauthorized activity in the Facilities or on the designated premises of the City, and the documentation of all authorized entry forms or conditions requiring response of the Security Officer.

“Security Officer” means a person employed by the Contractor to provide Security Officer Service under this Agreement, and includes Commissioned Officers and Noncommissioned Officers, and includes Unarmed Security Officer, Armed Security Officer, Armed Roving Patrol Security Officer, Field Supervisor Officer or Sergeant, Lieutenant Shift

Supervisor, Site Supervisor, Captain Site Supervisor Officer, Project Manager, Control Room Operator, Special Event Officer (Unarmed), Special Event Officer (Armed), Special Event Supervisor, Scanner Operator, Control Room Operator, and similar positions.

“Security On-Call Investigator” means a city employee assigned to respond to security issues outside of the normal workday and on weekends and Holidays.

“Security Representative” means a city employee who is responsible for the physical security of city facilities and assets.

“Site Supervisor Officer” means a Commissioned Officer who shall wear a standard Contractor company uniform while performing Security Officer duties. Site Supervisor Officers shall perform security and supervisory duties for a Facility on an as needed basis as required by the Director. Site Supervisor Officers shall report to the Project Manager to receive instructions for duty.

“Special Event(s)” means a public or private event held at or in conjunction with a Facility which may require Security Guard Services outside of regularly scheduled shifts or may require additional Security Guard Services.

III. DUTIES OF CONTRACTOR

A. Scope of Services

In consideration of the payments specified in **Exhibit B**, Contractor shall provide all labor, materials, and supervision necessary to perform the work and services described in **Exhibit A**.

B. Coordinate Performance

Contractor shall coordinate its performance with the Director and other persons that the Director designates. Contractor shall promptly inform the Director and other person(s) of all significant events relating to the performance of this Agreement.

C. Reports

Contractor shall submit all reports and progress updates required by the Director.

D. Prompt Payment of Subcontractors

Contractor shall make timely payments to all persons and entities supplying labor, materials, or equipment for the performance of this Agreement. **CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONTRACTOR'S FAILURE TO MAKE THESE PAYMENTS.**

E. Personnel of Contractor

Contractor shall replace any of its personnel or subcontractors whose performance or interaction with the public is deemed unsatisfactory by the Director.

F. RELEASE

CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

G. INDEMNIFICATION

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- (1) CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;**
- (2) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND**
- (3) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.**

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS

AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

H. RELEASE AND INDEMNIFICATION - PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET INFRINGEMENT

CONTRACTOR AGREES TO AND SHALL RELEASE AND DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY BY ANY PARTY, INCLUDING CONTRACTOR, ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED.

CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT.

WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM

WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

I. INDEMNIFICATION- SUBCONTRACTOR'S INDEMNITY

CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

J. INDEMNIFICATION - PROCEDURES

(1) Notice of Claims. If the City or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 30 days. The notice must include the following:

- (a) a description of the indemnification event in reasonable detail,
- (b) the basis on which indemnification may be due, and
- (c) the anticipated amount of the indemnified loss.

This notice does not estop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 30 day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

(2) Defense of Claims

(a) Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

(b) Continued Participation. If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

K. Insurance

Contractor shall provide and maintain certain insurance in full force and effect at all times during the term of this Contract and any extensions thereto. Such insurance is described as follows:

(1) Risks and Limits of Liability

Contractor shall maintain the following coverage and limits of liability:

<u>COVERAGE</u>	<u>LIMIT OF LIABILITY</u>

<u>COVERAGE</u>	<u>LIMIT OF LIABILITY</u>
Workers' Compensation	Statutory for Workers' Compensation
Employer's Liability	<ul style="list-style-type: none"> ▪ Bodily Injury by Accident \$100,000 (each accident) ▪ Bodily Injury by Disease \$100,000 (policy limit) ▪ Bodily Injury by Disease \$100,000 (each employee)
Commercial General Liability: Bodily and Personal Injury	Bodily Injury and Property Damage, Combined Limits of \$1,000,000 each Occurrence, and \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit for (1) Any Auto or (2) All Owned, Hired, and Non-Owned Autos
Excess Liability Coverage for Commercial General Liability and Automobile Liability	\$1,000,000.00
Aggregate Limits are per 12-months policy period unless otherwise indicated.	

(2) **Form of Policies**

The insurance may be in one or more policies of insurance, the form of which must be approved by the Director and City Attorney; however such approval shall never excuse non-compliance with the terms of this Section.

(3) **Issuers of Policies**

The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide.

(4) **Additional Insured Parties**

The City shall be an Additional Insured under this Contract. Each policy, except those for Worker's Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacement.

(5) **Deductibles**

Contractor shall be responsible for and pay any claims or losses to the extent of

any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.

(6) Cancellation

Contractor shall notify the Director in writing 30 days prior to any cancellation or material change to Contractor's insurance coverage. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled or nonrenewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Contract and begin procedures to terminate for default.

(7) Subrogation

Contractor waives any claim or right of subrogation to recover against the City, its officers, agents, or employees. Each policy must contain an endorsement waiving such claim.

(8) Endorsement of Primary Insurance

Each policy, except Workers' Compensation and Professional Liability, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.

(9) Liability for Premium

Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.

(10) Subcontractors

Contractor shall require all subcontractors whose subcontracts exceed \$100,000 to provide proof of professional liability coverage meeting all requirements stated above except amount. The amount must be commensurate with the amount of the subcontract, but no less than \$500,000 per claim.

(11) Delivery of Policies

- (a) At the time this Agreement is signed and as long as this Agreement continues, Contractor must furnish to the Director certificates of insurance, including any necessary endorsements that meet the requirements of Section 2.8 of this Agreement. These certificates must bear the Contractor's name in which it is insured. If requested by the Director, must provide the originals

of all policies referred to above, or copies certified by the agent or attorney-in-fact issuing them. Contractor shall provide updated certificates of insurance to the Director upon request. Every certificate of insurance Contractor delivers for the Project shall

- (1) be less than 12 months old;
- (2) include all pertinent identification information for the Insurer, including the company name and address, policy number, NAIC number or AMB number, and authorized signature ;
- (3) include the Project name and reference numbers and indicates the name and address of the Project Manager in the Certificate Holder Box; and
- (4) be appropriately marked to accurately identify
 - i) all coverages and limits of the policy;
 - ii) effective and expiration dates; and
 - iii) contain endorsements for waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability.

(b) Contractor shall continuously and without interruption, maintain in force the required insurance coverage specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may:

- (1) immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

(c) The City shall never waive or be estopped to assert its rights to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

(d) Contractor shall, upon the City's request, deliver an assurance letter from Contractor's insurer stating that the insurer intends to issue Contractor a new policy that meets the terms of this Article.

(12) Other Insurance

If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

L. Warranties

Contractor warrants that it shall perform all services in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for services of this kind. Contractor shall perform all services using trained and skilled persons having substantial experience performing the services required under this Agreement. With respect to any parts and goods it furnishes, Contractor warrants:

- (1) that all items are free of defects in title, design, material, and workmanship,
- (2) that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,
- (3) that each replacement item is new, in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and
- (4) that no item or its use infringes any patent, copyright, or proprietary right.

M. Confidentiality

Contractor, its agents, employees, contractors, and subcontractors shall hold all City information, data, and documents (collectively, "the Information") that they receive, or to which they have access, in strictest confidence. Contractor, its agents, employees, contractors, and

subcontractors shall not disclose, disseminate, or use the Information unless the Director authorizes it in writing. Contractor shall obtain written agreements from its agents, employees, contractors, and subcontractors which bind them to the terms in this Section.

N. Licenses and Permits

Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation.

O. Compliance with Laws

Contractor shall comply with all applicable state and federal laws and regulations and the City Charter and Code of Ordinances.

P. Compliance with Equal Opportunity Ordinance

Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in Section 15-17 of the Code of Ordinances.

Q. MWBE Compliance

Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least 25% of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity ("OBO"), and will comply with them.

Contractor shall ensure that all subcontracts with MWBE subcontractors and suppliers contain the following terms:

- “_____ (MWBE subcontractor) shall not delegate or subcontract more than 50% of the services under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's OBO Director ("the Director").”

- “_____ (MWBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor, and (2) inspections of all places where services are to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.”
- “Within five business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.”
- “Any controversy between the parties involving the construction or application of any of the terms, covenants, or conditions of this subcontract may be submitted to the Director. The Director may prescribe procedures to provide dispute resolution by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.”

R. Performance Bond

Contractor shall furnish a performance bond for \$5,000,000 conditioned on Contractor's full and timely performance of the Agreement. The bond must be in a form as **Exhibit F** and approved by the City Attorney and issued by a corporate surety authorized and admitted to write surety bonds in Texas. If the amount of the bond exceeds \$100,000, the surety must be listed on the current list of accepted sureties on federal bonds published by the United States Treasury Department or reinsured for any liability in excess of \$100,000 by a reinsurer listed on the U.S. Treasury list.

S. Drug Abuse Detection and Deterrence

(1) It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by

contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

(2) Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):

- (a) a copy of its drug-free workplace policy,
- (b) the Drug Policy Compliance Agreement substantially in the form set forth in **Exhibit C**, together with a written designation of all safety impact positions and,
- (c) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in **Exhibit D**.

If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to **Exhibit E**. Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

(3) Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.

(4) Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

T. Contractor's Performance

Contractor shall make citizen satisfaction a priority in providing services under this Agreement. Contractor shall train its employees to be customer service-oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of service to the public. If, in the Director's opinion, Contractor is not interacting in a positive and polite manner with citizens, he or she shall direct Contractor to take all remedial steps to conform to these standards set by this Agreement and is subject to termination for breach of contract.

U. Pay or Play

(1) Purpose. The purpose of the City of Houston's Pay or Play Program is (a) to create a more level playing field among competing contractors so that those who provide health benefits to their employees are not disadvantaged in the bidding process; and (b) to recognize and account for the fact that there are costs associated with the health care of the uninsured. The requirements and terms of the Pay or Play program, as set out in Executive Order 1-7, as revised from time to time, are incorporated into this Agreement for all purposes. In the event of a conflict between Executive Order 1-7 and this section, Executive Order 1-7 shall control.

(2) Covered Employees. The Pay or Play Program applies to employees of a Contractor and its subcontractor, including contract labor, who are over age 18, work at least 30 hours per week, and work any amount of time under this Agreement or under an associated subcontract ("Covered Employees"). Contractor may submit a Pay or Play Program Employee

Waiver Request (POP 8 Form) for individual employees that meet the stated criteria. The Director of the City's Office of Business Opportunity (OBO Director) will review POP 8 Forms and either approve or disapprove the requested waiver at his or her sole discretion.

(3) Consent. Contractor acknowledges and agrees to comply with the Pay or Play Program and its requirements as evidenced in **Exhibit H**, Pay or Play Program Acknowledgment Form (POP 1 Form).

(4) Election of Pay or Play. Contractor has elected to either "Pay" or "Play" as evidenced in **Exhibit I**, Pay or Play Program Certification of Agreement (POP 2 Form).

(a) If Contractor elects to "Pay," Contractor shall contribute \$1.00 per covered employee per hour for work performed under this Agreement as set forth in POP 2 Form. Contractor agrees to submit Pay or Play Program Contractor / Subcontractor Reporting Form – Pay Option (POP 5 Form) on a monthly basis along with its payment. Contractor shall submit an initial POP 5 Form with the second invoice. Payments based on monthly reports are due with submission of the following month's invoice. Payments may be made via wire transfer, provided that proof of transaction is submitted with the POP 5 Form.

(b) If Contractor elects to "Play," Contractor shall, as set forth in POP 2 Form, offer to Covered Employees health benefits which meet or exceed the following standards: (i) Contractor will contribute no less than \$150 per Covered Employee per month toward the total premium cost, and (ii) Contractor's contribution will be no greater than 50% of the total monthly premium cost. Contractor agrees to provide proof of coverage, including documentation from insurance provider and names of Covered Employees using Pay or Play Program Contractor / Subcontractor Reporting Form – Play

Option (POP 7 Form) on a quarterly basis. If Contractor is self-insured, Contractor may submit Pay or Play Program Compliance for Self Insured Contractor (POP 9 Form). The OBO Director will review the POP 9 Form and either approve or disapprove the requested at his or her sole discretion.

(c) Contractor may change its election at any time by submitting a new POP 2 Form at least 30 days in advance of it taking effect as long as Contractor is either "Paying" or "Playing" during the entire Contract Term.

(5) Subcontractors. Contractor must submit Pay or Play Program List of Subcontractors (POP 3 Form) within 7 days of receiving a Notice to Proceed. Contractor is responsible for compliance with Subsection (4) on behalf of Covered Employees of subcontractors, including its own contract labor, with subcontracts valued at or greater than \$200,000, if the subcontract is not primarily for the procurement of property, goods, supplies or equipment. Subcontractor compliance includes submission of POP 2 Form, and either POP 5 Form with payment (Pay), or POP 7 Form with supporting documentation (Play). Contractor must also require its subcontractors to maintain the same records as Contractor and cooperate in any audit or inspection in accordance with this Agreement.

(6) Compliance and Enforcement. The City's Office of Business Opportunity and Contract Compliance Office will audit Pay or Play Program compliance. Contractors willfully violating or misrepresenting POP program compliance will be subject to corrective and/or punitive action, including but not limited to the assessment of fines, penalties and debarment. All of the above POP forms, as they may be amended from time-to-time, can be downloaded from: <http://www.houstontx.gov/obo/Pay-Or-Play-Forms>. If any information submitted is found to be incorrect, misleading, or submitted coercively, any waiver or request will be null and void,

cancelled retroactively, and Contractor will be required to pay in accordance with Subsection(4)(a) above as determined by the OBO Director.

V. Duty to Inspect

Contractor represents that it or its agent has inspected all facilities affected by this Agreement and that it is not entitled to additional compensation for its failure to accurately account for all of the work or services to be performed under this Agreement.

W. Criminal Justice Information Services Compliance

(1) This Section is only applicable to some of the Facilities listed in **Exhibit A-1**, and will be implemented by the Contractor with guidance from the GSD Director.

(2) All security contract employees who work at the Houston Emergency Center, Houston Police Department (HPD) facilities and Houston BSL3 Lab will be CJIS compliant. The HPD recognizes that by allowing physical or logical (electronic) access to HPD facilities or network resources, people may gain access to information or systems they are statutorily prohibited from accessing. To comply with state and federal regulations, the HPD is required to document and investigate access requests to be sure access is necessary and permitted. Contractor therefore agrees to review the Criminal Justice Information Systems (CJIS) process and related documents located at <http://www.houtontx.gov/police/gjis/hpdvendorcertification.htm> and shall comply with the terms and requirements therein. (See **Exhibit H** – Texas CJIS Systems Access Policy).

X. Airport Security

(1) This Section is only applicable to the Facilities listed in **Exhibit A-3** and will be implemented by the Contractor with guidance from the HAS Director.

(2) The Transportation Security Administration may assess fines and/or penalties for Contractor's non-compliance with the provisions of 49 CFR Part 1542 entitled "Airport Security," as amended from time to time, or by agencies for noncompliance with laws or regulations applicable to Contractor's operations. Within 10 days after receiving written notice from the Director stating the amount of any fine or penalty, Contractor shall reimburse the City for any fine or penalty assessed against the City because of Contractor's non-compliance with 49 CFR Part 1542 or other applicable laws or regulations.

IV. DUTIES OF CITY

A. Payment Terms

The City shall pay Contractor for its services at the hourly rates, fees and costs set forth in **Exhibit B**, which must only be paid from Allocated Funds, as provided below.

B. Taxes

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

C. Invoices

(1) GSD Managed Facilities. This subsection is only applicable to the GSD managed Facilities listed in Exhibit A-1.

(b) The City shall pay on the basis of bi-weekly invoices submitted by Contractor and approved by the GSD Director. All invoices shall be provided for each Facility, identifying the services performed, the hours completed by each Security Officer assigned during the billing cycle, the assigned Facility of each Security Officer, his or her

billing rate from Exhibit B, and resulting totals per Facility. Copies of Security Officer time sheets shall accompany each invoice along with supporting post inspection documentation. The GSD invoices shall be delivered or mailed to the following location:

City of Houston
General Services Department
Accounts Payable
P.O. Box 61189
Houston, TX 77208-1189

(c) Invoices rejected by the GSD Director for correction shall be resubmitted no more than 14 days from the date of rejection.

(d) The City shall pay Contractor within 30 days of the receipt and approval of the invoices.

(2) PWE Managed Facilities. This subsection is only applicable to the PWE Facilities listed in **Exhibit A-2**.

(a) The City shall pay on the basis of bi-weekly invoices submitted by Contractor and approved by the PWE Director, showing the services performed and the attendant fee. All invoices shall be provided for each Facility, identifying the hours completed by each Security Officer assigned during the billing cycle, the assigned Facility of each Security Officer, his or her billing rate from **Exhibit B**, and resulting totals per Facility. Copies of Security Officer time sheets shall accompany each invoice along with supporting post inspection documentation.

(b) The City of Houston's standard payment term is to pay thirty (30) days after receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (TX Gov't Code, Ch. 2251). However,

the City will pay in less than 30 days in return for an early payment discount from vendor as follows:

<u>Payment Time</u>	<u>Discount</u>	<u>Payment Time</u>	<u>Discount</u>
Ten (10) Days	2%	Twenty (20) Days	1%

A vendor may elect not to offer a discount for early payment and the City will make payment net thirty (30) days.

(c) If the City fails to make a payment according to the early payment schedule above, but does make the payment within the time specific by the Prompt Payment Act, the City shall not receive the discount, but shall pay no other penalty. When the payment date falls on a Saturday, Sunday, or official City holiday when City offices are closed and City business is not expected to be conducted, payment may be made on the following business day.

(d) The PWE Director will certify the correctness of each invoice and arrange payment. The invoice must be identified by the agreement name and agreement number. Certification and payment does not preclude the PWE Director from subsequently indicating that a particular certification or payment is incorrect. In addition, it does not preclude the City from recovering excess payments. The PWE invoices shall be delivered or mailed to the following location:

City of Houston
Department of Public Works and Engineering
Accounts Payable
611 Walker St., 3rd Floor Annex
Houston, TX 77002

(3) HAS Managed Facilities. This subsection is only applicable to the HAS Facilities listed in **Exhibit A-3**.

(a) The City shall pay on the basis of bi-weekly invoices submitted by Contractor and approved by the HAS Director, showing the services performed and the

attendant fee. All invoices shall be provided for each Facility, identifying the hours completed by each Security Officer assigned during the billing cycle, the assigned Facility of each Security Officer, his or her billing rate from **Exhibit B**, and resulting totals per Facility. Copies of Security Officer time sheets shall accompany each invoice along with supporting post inspection documentation.

(b) The City of Houston's standard payment term is to pay thirty (30) days after receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (TX Gov't Code, Ch. 2251). However, the City will pay in less than 30 days in return for an early payment discount from vendor as follows:

<u>Payment Time</u>	<u>Discount</u>	<u>Payment Time</u>	<u>Discount</u>
Ten (10) Days	2%	Twenty (20) Days	1%

A vendor may elect not to offer a discount for early payment and the City will make payment net thirty (30) days.

(c) If the City fails to make a payment according to the early payment schedule above, but does make the payment within the time specific by the Prompt Payment Act, the City shall not receive the discount, but shall pay no other penalty. When the payment date falls on a Saturday, Sunday, or official City holiday when City offices are closed and City business is not expected to be conducted, payment may be made on the following business day.

(d) The HAS Director will certify the correctness of each invoice and arrange payment. The invoice must be identified by the agreement name and agreement number. Certification and payment does not preclude the HAS Director from subsequently indicating that a particular certification or payment is incorrect. In addition, it does not

preclude the City from recovering excess payments. The HAS invoices shall be delivered or mailed to the following location:

City of Houston
Houston Airport System
Finance Division/Accounts Payable
Post Office Box 60106
Houston, TX 77205-0106

(e) Optional Electronic Invoice Requirement. The Houston Airport System shall accept invoices submitted electronically along with required support information. Each invoice shall be in PDF or TIFF format. Multiple invoices can be submitted in a single email with one invoice per file. Requirements are as follows:

- Submit invoices in "PDF or "TIFF" format
- Submit to has.accountspayable@houstontx.gov

D. [*Intentionally Omitted*]

E. Limit of Appropriation

(1) The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

(2) In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of seven million twenty-two thousand eight-hundred and fifty-eight dollars and ninety-eight cents (\$7,022,858.98) to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

(3) The City makes a Supplemental Allocation by issuing to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out

below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS

By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

\$

(4) The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement, and it has no other remedy in law or in equity against the City and no right to damages of any kind.

F. Suspension of Performance

The CPO, upon consultation with the Director, may suspend Contractor's performance under this Agreement, with or without cause, by notifying Contractor in writing. Contractor shall resume work when directed to do so by the Director. The parties may negotiate and mutually agree in writing to a plan to reduce Contractor's stand-by costs during the suspension period. The City shall not grant any compensation or extension of time under this Section if the suspension results from non-compliance of Contractor or its subcontractors with any requirement of this Agreement.

G. Access to Site

Contractor may enter and leave the premises at all reasonable times without charge. Contractor and its employees may use the common areas and roadways of the premises where it is to perform the services together with all facilities, equipment, improvements, and services provided in connection with the premises for common use. This excludes parking for Contractor's personnel. Contractor shall repair any damage caused by it or its employees as a result of its use of the common areas.

H. Changes

(1) At any time during the Agreement, the CPO may issue a Change Order to increase or decrease the Scope of Services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.

(2) The CPO will issue the Change Order in substantially the following form:

<u>CHANGE ORDER</u>	
TO:	[Name of Contractor]
FROM:	City of Houston, Texas (the "City")
DATE:	[Date of Notice]
SUBJECT:	Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]
Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:	
[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]	
Signed:	<u>[Signature of Chief Procurement Officer]</u>

(3) The CPO may issue more than one Change Order, subject to the following limitations:

- (a) Council expressly authorizes the CPO to issue and approve a Change Order of up to \$50,000. A Change Order of more than \$50,000 over the Original Maximum Contract Amount must be approved by the City Council.
- (b) If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.
- (c) The Total of all Change Orders issued under this section may not increase the Original Maximum Contract Amount by more than 25%.

(4) Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The CPO's decision regarding a time extension is final.

(5) A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.

(6) Change Orders are subject to the Allocated Funds provisions of this Agreement

V. TERM AND TERMINATION

A. Contract Term

(1) **Initial Term** - This Agreement is effective on the Effective Date and continues for three (3) consecutive years from the date set forth in the Notice to Proceed, unless sooner terminated under this Agreement. Performance begins on the date specified in the Notice to Proceed issued by the Chief Procurement Officer. Contractor acknowledges that time is of the essence of this Agreement.

(2) **Renewal Terms** - Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two successive one-year terms on the same terms and conditions. If the CPO, at his or her sole discretion, chooses not to renew this Agreement, the CPO shall notify Contractor of non-renewal at least thirty (30) days before the expiration of the then-current term.

(3) **Time Extensions** - If the Contractor requests an extension of time to complete its performance upon the same terms and conditions, then the CPO, upon consultation with the Director, may, in her sole discretion, extend the time so long as the extension does not exceed 90 days. The extension must be in writing but does not require amendment to the Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

B. Termination for Convenience by City

(1) The Chief Procurement Officer, upon consultation with the Directors, may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.

(2) On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement on the termination date provided, and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Article IV unless the fees exceed the allocated funds remaining under this Agreement.

(3) TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

C. Termination for Cause by City

(1) If Contractor defaults under this Agreement, the Chief Procurement Officer, upon consultation with the Directors, may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:

- (a) Contractor fails to perform any of its duties under this Agreement;
- (b) Contractor becomes insolvent;

(c) all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or

(d) a receiver or trustee is appointed for Contractor.

(2) If a default occurs, the CPO may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The date must be at least 7 days after Contractor's receipt of the notice. The CPO, at his or her sole option, may extend the termination date to a later date. If the CPO allows Contractor to cure the default and Contractor does so to the Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the CPO may terminate this Agreement on the termination date, at no further obligation of the City.

(3) To effect final termination, the CPO must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

D. Termination for Cause by Contractor

Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the CPO describing the default and the proposed termination date. The date must be at least 30 days after the CPO receives the notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the

default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

VI. MISCELLANEOUS

A. Independent Contractor

Contractor is an independent contractor and shall perform the services provided for in this Agreement in that capacity. The City has no control or supervisory powers over the manner or method of Contractor's performance under this Agreement. All personnel Contractor uses or provides are its employees or subcontractors and not the City's employees, agents, or subcontractors for any purpose whatsoever. Contractor is solely responsible for the compensation of its personnel, including but not limited to: the withholding of income, social security, and other payroll taxes and all worker's compensation benefits coverage.

B. Force Majeure

(1) Timely performance by both parties is essential to this Agreement. However, neither party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly impacts the City or Contractor. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a party's obligations to complete performance under this Agreement. Force Majeure means: fires, interruption of utility services, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City or Contractor, riots, court orders, and the acts of superior governmental or military authority, and which the affected party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an event that merely makes performance

more difficult, expensive or impractical. Force Majeure does not entitle Contractor to extra reimbursable expenses or payment.

(2) This relief is not applicable unless the affected party does the following:

- (a) uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and
- (b) provides the other party with prompt written notice of the cause and its anticipated effect.

(3) The Director will review claims that a Force Majeure that directly impacts the City or Contractor has occurred and render a written decision within 14 days. The decision of the Director is final.

(4) The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance is not a default or breach of this Agreement by the City.

(5) If the Force Majeure continues for more than 23 days from the date performance is affected, the Director may terminate this Agreement by giving 7 days' written notice to Contractor. This termination is not a default or breach of this Agreement. **CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT UP TO THE TIME THE WORK IS HALTED DUE TO FORCE MAJEURE.**

(6) Contractor is not relieved from performing its obligations under this Agreement and cannot declare Force Majeure due to a strike or work slowdown of its employees. Contractor shall employ only fully trained and qualified personnel during a strike.

(7) Security Officers are considered "Essential Employees" as defined on page 3, section 3.2.2 in Administrative Procedure 2-3 Severe Weather and Other Emergency Conditions (as revised from time-to-time). Accordingly, Contractor is not relieved from performing its obligations under this Agreement and cannot declare Force Majeure if the City's Mayor declares conditions exist such that only Emergency services or limited City services are open to the public. Contractor acknowledges that this prohibition may apply during times of natural disasters like floods or hurricanes which otherwise qualify for Force Majeure.

C. Severability

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

D. Entire Agreement

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.

E. Written Amendment

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

F. Applicable Laws and Venue

This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

Venue for any litigation relating to this Agreement is Harris County, Texas.

G. Notices

All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section I.A. of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

H. Captions

Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

I. Non-Waiver

(1) If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

(2) An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

J. Inspections and Audits

City representatives may perform, or have performed, (1) audits of Contractor's books and records, including payroll and training record, and (2) inspections of all places where services are undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least 3 years after this Agreement terminates and provide copies upon within seven days of receiving a request. This provision does not affect the applicable statute of limitations.

K. Enforcement

The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

L. Ambiguities

If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

M. Survival

Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

N. Publicity

Contractor shall make no announcement or release of information concerning this Agreement unless the release has been submitted to and approved, in writing, by the Director.

O. Parties In Interest

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

P. Successors and Assigns

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following Section. This Agreement does not create any personal liability on the part of any officer or agent of the City. Contractor shall not delegate any portion of its performance under this Agreement without the Director's prior written consent

Q. Business Structure and Assignments

Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest as described in §9.406 of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the

name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

R. Remedies Cumulative

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

S. CONTRACTOR DEBT

IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, SHE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR. CONTRACTOR SHALL FILE A NEW AFFIDAVIT OF OWNERSHIP, USING THE FORM DESIGNATED BY CITY, BETWEEN FEBRUARY 1 AND MARCH 1 OF EVERY YEAR DURING THE TERM OF THIS AGREEMENT.

T. INTERLOCAL AGREEMENTS

As permitted under the Interlocal Cooperation Act and as set forth in Section 791.025 of the Texas Government Code it is anticipated that local governmental entities will desire to

purchase the same goods and services under this Agreement and solely in accordance with all terms and conditions contained herein. The Contractor agrees to allow other local governmental entities, which enter into an interlocal agreement with the City, to act as a purchaser of goods and services under this Agreement and solely in accordance with the terms and conditions contained herein, except that the other local government entity shall pay for goods and services it receives directly to Contractor, and the City shall not be liable in any way for the local government entity's payments, liabilities or performance. Termination of any and all interlocal cooperation agreements shall be concurrent with the termination of this Agreement or sooner.

U. ACCESS TO DATA

For any raw data created, assembled, used, maintained, collected, or stored by the Contractor for or on behalf of the City, Contractor shall provide the City either the raw data itself or the ability to extract the raw data in a format mutually agreed upon by both parties at no additional cost to the City.

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EXHIBIT A

SCOPE OF SERVICES

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1.0 Scope of Services

1.1 The Contractor shall provide competent, fully qualified and licensed Security Officers, Scanner Operators, and Supervisor Officers as well as the necessary equipment and supervision to provide high quality Security Officer services at the Facilities. Contractor shall provide such Security Officer Service in accordance with the particular requirements for each location as specified in the Location Security Requirement List (LSRL) to be provided to the Contractor by the Director upon award of the contract.

1.2 The Contractor shall make periodic oral or written reports and recommendations to the Director with respect to conditions, transactions, situations or circumstances encountered by the Contractor relating to the services to be performed under this Agreement and attend meetings determined to be necessary by the Director. Contractor shall provide any reports that the Director may request in writing.

1.3 Within 10 days of the Countersignature Date of the contract, the Contractor shall provide the following to the Director:

1.3.1 A complete company profile; and

1.3.2 A copy of its written procedures that regulate its prompt and proper response to incidents, emergency contingencies, and contacting supervisors, and

1.3.3 A copy of its current State of Texas Security License; and

1.3.4 A roster identifying company Officers, Directors, and Executive Personnel as well as the management personnel the contractor intends to initially assign to service this contract, and a roster of guards and supervisory guards the company intends to initially post at City of Houston facilities. These rosters should include identifying information such as dates of birth, driver license numbers or Texas identification (ID) Card numbers, and Social Security numbers. Whenever personnel changes are made, deleting or adding personnel to the roster, Contractor shall notify the Director within one working day, providing the name and identifiers of whoever is being deleted from, or added to the roster. Contractor shall be responsible for conducting an annual national and local background check on all security officers assigned to this contract. The contractor will be responsible for all costs associated with the background checks. The background checks shall be performed every January and the results forwarded to the Director no later than February 15 of each calendar year.

1.3.5 Furthermore, Contractor shall provide the City with a copy of the Contractor's e-verify Memorandum of Understanding ("MOU") showing the Contractor's name and the Contractor's e-verify registration number as proof of confirming the Contractor is e-verify compliant. If the Contractor is not an e-verify registrant, the Contractor shall provide a copy of the employee's I-9 as proof of employment eligibility. Contractor shall remain in compliance with the MOU, or provide I-9 as part of its obligations under Section 1.3.4, during the entire Term.

1.4 Any estimated quantities specified are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of services during the term of this Contract. The quantities may vary depending upon the actual needs of the City. The quantities specified are good faith estimates of usage during the term of this Agreement. Therefore, the City shall not be liable for any contractual agreements or obligations the Contractor enters into based on the City purchasing all the quantities specified.

2.0 Contractor's Phase-In

2.1 Contractor must be prepared to accomplish a smooth and successful transition of operations and services and shall have up to a 30 day phase-in period. Contractor's Phase-In Period shall begin upon receipt of a Start Phase-In Notice from the CPO (such notice not to be construed as an official Notice to Proceed, but being anticipatory of phase-in only) and shall last approximately 30 days preceding the receipt of Notice to Proceed. The incumbent contractor shall be responsible for performing the duties and services listed in its contract during Contractor's Phase-In Period. During the Phase-in Period, Contractor shall arrange to have necessary supervisory, technical, and other personnel on site to observe the operation of the Security Officer Services. Contractor may use this Phase-In Period to recruit and transfer personnel, train personnel, arrange for security badging, establish management procedures, set up records, ensure adequate equipment is in place for security operations, and otherwise prepare for the assumption of control without disruption of operations. During the Phase-In Period, it shall be the responsibility of Contractor to develop and implement a full project schedule detailing the responsibilities of assigned personnel and submit it to the Director for its approval. Contractor shall have no responsibilities for operating or maintaining the Security Officer Services during the Phase-In Period. The Phase-In Period shall end on the date set forth in the official Notice to Proceed, at which time Contractor shall assume full responsibility for the operations of the Security Officer Services.

3.0 Post Orders

3.1 Post Orders include a "checklist" and more "detailed instructions". The checklist should be read and adhered to on every shift by each Security Officer, and the detailed instructions must be reviewed periodically for updates and/or corrections. Each Security Officer who works this post is responsible for being fully familiar with and responsive to the applicable Post Orders.

3.2 Post Orders (also referred to as LSCRLs) shall remain in effect until altered by the Director. The Director may alter or amend all or any part of the existing Post Orders by notifying the Contractor in writing. Amended Post Orders shall take effect at 8:00 a.m. on the second day following their delivery by the City or at such earlier or later date as mutually agreed upon by the Director and Contractor. The Director may alter the Post Orders at any time during the term of the Agreement.

~~3.3 The Post Orders may not vary the terms of this Agreement.~~

3.4 HAS Facilities. All Post Orders applicable to HAS Facilities shall also comply with the U.S. Department of Homeland Security, Transportation Security Administration's (TSA) regulations on Airport Security codified at 49 Code of Federal Regulations (CFR) Part 1542, as amended from time to time. Occasionally, the HAS Director may add information to highlight temporary changes, one-time events, and special instructions.

4.0 Security Officer and Scanner Operator Qualifications

4.1 A Security Officer employed by Contractor to provide Security Officer Service under this Agreement shall meet the following criteria unless approved or authorized by the Director:

4.1.1 21 years of age or older;

4.1.2 High school graduate or must have obtained a Graduate Equivalency Diploma;

4.1.3 Able to speak, understand, read and write the English language (Officers can be dismissed immediately if there are communication problems and the officers shall be replaced immediately at no additional cost to the City);

4.1.5 Not have been convicted in any jurisdiction of any felony unless a full pardon has been granted;

4.1.6 Not have been convicted in any jurisdiction of any Class A misdemeanor within the last 10 years;

4.1.7 Not have been convicted in any jurisdiction of a misdemeanor involving moral turpitude during the 7-year period preceding the date of application unless a full pardon has been granted for the conviction;

4.1.8 Not have any pending, unresolved, or unadjudicated felony or Class A or B misdemeanor charges or indictments in this or any other jurisdiction, and not be on probation or parole for any felony or Class A or B misdemeanor;

4.1.9 Not be required to register in this or any other state as a sex offender;

4.1.10 Have no outstanding warrants;

4.1.11 Not have been declared by any court of competent jurisdiction, incompetent by reason of mental defect or disease without having been restored;

4.1.12 Not be suffering from habitual drunkenness or from narcotics addition or dependence;

4.1.13 Not have been discharged from the armed services of the United States under other than honorable conditions;

4.1.14 Skilled in effectively and tactfully communicating with a wide variety of people in sensitive situations, and skilled in establishing and maintaining effective working relationships with City employees and the general public;

4.1.15 A minimum of 6 months previous experience providing Commissioned or Noncommissioned Officer service;

4.1.16 Trained to provide Security Officer Services;

4.1.17 Knowledgeable about the Facility being secured, i.e., locations of exits, restrooms, fire hydrants, fire standpipes, fire extinguishers, emergency panels (if any), emergency operation of elevators (if any), evacuation procedures, and similar aspects;

4.1.18 Must check in at each checkpoint designated in the LSRL, or attachments to the LSRL such as maps or drawings, and otherwise remain at its designated post throughout the entire designated shift unless relieved by a relief or replacement guard;

4.1.19 Must undergo a minimum of 8 hours of job-specific on-site training per the requirements outlined in Section 5.0 below;

4.1.20 Trained to perform duties in a complex the size of the City of Houston locations;

4.1.21 Officers must be commissioned or registered with the Texas Board of Private Investigators and Private Security Agencies, pursuant to the authority of Chapter 1702, Texas Occupations Code (Contractor shall provide copies of all security commission cards within five days from request by the City);

4.1.22 Texas Commission on Law Enforcement Officers Standards & Education (T.C.L.E.O.S.E.) class attendance is preferred;

4.1.23 Any additional licensing or training required under state or local regulations;

4.1.24 Bilingual (Spanish/English) skills are preferred; and

4.1.25 Contractor must have and maintain a Texas Department of Public Safety security services contractor's license under Chapter 1702, Texas Occupations Code.

5.0 Job Specific, On-Site Training

5.1 Security Officers and Site Supervisors Officers shall undergo a minimum of 8 hours of job-specific on-site training, with a person designated by the Director, at the Contractor's expense and prior to the assumption of Security Officer responsibilities. This training shall be documented, and such documentation shall be available upon request to the Director. The Director reserves the right to review all training documentation without prior notice. Training documentation shall consist of, at a minimum, comprehensive written tests, which all Security Officers must pass. Contractor shall organize and prepare information relative to the required training classes. Contractor shall send copies of all training information to the Director for their approval. Contractor shall implement changes to the information provided in the training classes as the Director suggest.

5.2 Contractor shall ensure that all security personnel have satisfactorily completed the training specified herein before reporting for work on any post. Contractor shall notify the Director of date, time, and place of scheduled training sessions. City Representatives may monitor training sessions. The Contractor shall test its personnel and provide the Director with the test results.

5.3 In addition, Contractor shall ensure that all project managers, supervisors, and professional security officers are thoroughly familiar with all applicable rules, regulations, and procedures before they are allowed to staff any post in the Facility. All personnel shall be properly trained in the operation of the Facilities and shall adhere to the Facility rules and regulations without exception.

5.4 All Security Officers shall receive Contractor provided training comprehensive enough to effectively deal with:

5.4.1 Customer service and courtesy;

5.4.2 Security situations to include emergencies of fire, bomb threat, flood, and evacuation procedures;

5.4.3 First aid and medical emergencies; and

5.4.4 Assisting the disabled in a sensitive and helpful manner.

5.5 Additionally, Contractor shall provide its customized 40-hour advanced officer training to all of its personnel working at the Facilities, prior to their beginning work at the Facilities, at no additional charge to the City. This training shall include CPR/AED-Adult (operation of portable

Defibrillator), X-ray machines, hand-held wand metal detectors, security turnstiles, active shooter response and terrorism response.

6.0 Limitations on Security Officers' Hours

6.1 The Contractor shall not assign any Security Officer to perform services under this Agreement if such assignment would require that the Security Officer work more than 16 hours in a 24 hour period, or more than 60 hours in a single 7 day period, unless the Contractor obtains the prior written approval of the Director. The contractor shall have sufficient personnel reserve who are trained, in order to comply with this requirement. This is to ensure that a speedy and correct response is performed in the event of an Emergency or life threatening situation that could occur at the Facilities.

7.0 Security Officer's Equipment

7.1 The Contractor shall, at its expense, **not at its employees' expense**, equip each Security Officer with a distinctive hard look uniform and a soft line uniform (blazer, slacks, white shirt, and tie) and all insignia; basic officer supplies including black leather shoes, an identification card bearing a recent photograph of the Security Officer, a whistle, and a cell phone with a push-to-talk feature and which has sufficient range to provide communication between guards on duty at Facilities anywhere in the City limits (639 square miles). Contractor shall have two-way dispatch communication capability as well as a beeper network. Officers required to work outside shall be supplied with boots, winter jackets and raincoats (bearing the Contractor's name and insignia).

7.2 Security Officers working posts in City Hall, City Hall Annex, and 611 Walker shall be provided, at contractor's expense, a blazer jacket. The blazer shall be worn by all security officers working posts inside City Hall, City Hall Annex, and 611 Walker during normal business hours. Blazers shall be optional after 5:00 pm weekdays, on weekends, and on Holidays.

7.3 CONTRACTOR IS RESPONSIBLE FOR ALL COMMUNICATIONS EQUIPMENT ON SITE, subject to the pre-approval of the make, model and features by the Director.

7.4 The Contractor shall, at its expense, **not at its employees' expense**, equip each Armed Security Officers, when required, with a handgun of .38 caliber, or greater, and an appropriate holster or shotgun. Identification cards shall include the full name (first and last) of the Security Officer with the name typewritten or printed in ink and shall be worn at all times while on duty.

7.5 Security Officers that work at water plant posts shall be provided, at contractor's expense, black tactical pants, dark blue polo style shirt, boots, and winter jackets and rain gear (bearing the Contractor's name and insignia).

8.0 Other Equipment – Except as explicitly provided, Contractor shall provide the following equipment at its expense.

8.1 Contractor shall have a sufficient number of vehicles assigned to on-duty supervisors so that the supervisors may meet with the Director within 45-minutes of being summoned. Additionally, the Contractor shall provide vehicles for use by Security Officers if required in the LSRL for a particular location. This requirement is in addition to any other requirements of this Agreement. All vehicles shall be licensed to operate on public streets, shall have 4-cylinder or larger engines and shall provide their driver with protection from the weather. Each vehicle provided must include a two-way radio with sufficient range to provide communications between all Security Officers on duty at a particular Facility and with the Contractor's base station or a smart phone. Each vehicle shall be clearly marked as a security

vehicle. Each vehicle provided shall be in safe operating condition and shall be maintained and operated solely by Contractor. Contractor shall also provide a two-way radio for the Security Control Center located at 611 Walker.

8.2 Contractor will supply a car, truck, 4x4 truck, sport utility vehicle, golf cart, three wheel Segway or bicycle (Vehicle) within 5 working days when requested to do so for a particular Facility. Subject to the Director's approval of the make, model and features of the Vehicle, Contractor may invoice the lease cost of these Vehicles as a bi-weekly pass-through plus an approved percentage markup (see Exhibit B). All other costs associated with the operation of Vehicles, including insurance and maintenance, are the sole responsibility of Contractor. Any safety requirements to operate requested vehicle shall be the responsibility of the contractor.

8.3 Contractor shall provide sufficient hand-held scanners to perform its services described herein, subject to the pre-approval of the make, model and features by the Director.

8.4 Contractor shall provide Security Officer Tour Patrol System which is an electronic system for logging the rounds of security officers in a variety of situations such as patrolling property. The system must ensure that the security officer makes his or her appointed rounds at correct intervals and can generate written and electronic tour records as required.

9.0 Supervision

9.1 Contractor shall have sole responsibility for supervising the Security Officers performing under this Agreement. Supervision shall consist of that level of management and administrative activity necessary to ensure that each Security Officer is performing its duties in a safe and efficient manner and to ensure that each location at which Security Officer Service is provided is staffed in accordance with the LSRL (Post Orders) for that Facility. The City shall have no obligation to exercise any supervisory authority over any Security Officer performing services under this Agreement, but reserves the right to direct the activities of the Security Officers in conformity with established Post Orders, or as necessary in an Emergency situation.

9.2 Contractor shall have sufficient Supervisors on its staff so that the ratio of Supervisors to Security Officers on each shift is sufficient to provide coverage to the satisfaction of the Director. The Supervisors shall be trained as Supervisors, and have had previous experience as security officer supervisors. Contractor shall provide sufficient vehicles, at Contractor's expense, for Supervisors to inspect job posts and Security Officers under their supervision.

9.3 Contractor shall provide and maintain on staff a sufficient number of qualified and trained personnel with completed background checks and proper badging to staff Officer posts at multiple locations seven days a week, 24 hours per day, every day, inclusive of all City holidays, in accordance with specified Post Orders.

9.4 Upon receiving a call from the Director's designated representative requiring the supervisor's attention, the supervisor shall respond within 10 minutes via telephone and shall be on-site at the Facility within 45 minutes of official notification by the Security Officer or City staff during any 24-hour period to assist with the situation.

9.5 Contractor shall maintain a base office within the city limits of the City of Houston. Contractor shall provide a phone number(s) and pager, or cell phone numbers at which Contractor or a designated agent of the Contractor with supervisory and managerial authority to add or delete services, equipment, security officers, restore open posts, resolve billing issues and disputes who may be reached or respond

within 30 minutes on a 24-hour, 7-days per week basis during the week, weekends, nights, and holidays all year round.

9.6 Contractor's supervisory personnel shall make random unannounced inspections on various shifts. There must be a minimum of four visits, at each of the different locations, per calendar month. Contractor shall submit documentation of these visits with its biweekly invoices. The weekly post inspection report format shall be approved and may be modified by the Director.

10.0 Response to Incidents

10.1 Contractor shall immediately contact the Director, as well as the Facility Managers, the Houston Police Department or other appropriate agency regarding any incident involving injury, fire, or criminal activity, or threats thereof. The primary duties of the Security Officers are to observe and report. Security Officers covered under this Agreement shall not subdue or pursue any suspected perpetrators. Any incident, whether Emergency or otherwise, shall be reported in writing to the Director by close of business on the first business day immediately following the incident.

11.0 Performance Standards for Officers

11.1 Maintain a neat and well-groomed appearance at all times.

11.2 Have ability to exercise good judgment.

11.3 Have ability to interact with people in a positive manner.

11.4 Have ability to maintain a high level of performance.

11.5 Shall not carry a weapon of any kind unless authorized by the Director

11.6 Shall not eat at their assigned post. Bottled water may be kept at a security post but should be kept out of sight whenever possible and should not be consumed while conducting business with any person at the security post.

11.7 Shall not use a city telephone or cell phone for personal business while assigned to a security post.

12.0 Reassignment or Removal of Security Officers

12.1 Contractor shall reassign or remove particular Security Officers from assignment to the Facilities upon receipt of a written or oral request from the Director to do so. The written or oral request shall specify the name of the Security Officer whose assignment or removal is desired. Any person that the Director may deem incompetent or disorderly shall be promptly removed by the Contractor. Contractor shall replace any removed employee, should the Director recommend that the action be done for the good of the services being rendered, within 30 minutes from notification by the City.

13.0 Mandatory Post Coverage

13.1 Contractor's personnel shall not leave their duty post unattended at any time, unless relief is provided. It shall be the duty of the Site Supervisor Officer to periodically check to ensure that all radios are in working order throughout the day. Therefore, it is not acceptable to leave a post unattended by an officer (or relief officer) due to radio failure or for any other reason. If lunch breaks or coffee breaks are permitted, then there must be a relief officer for all breaks. Such breaks are to be taken at a designated

break area determined by the Director.

13.2 A mandatory daily "Open Post Report" shall be forwarded to the Director electronically by 12:00 noon of each business day, which shall include open posts not covered on the previous scheduled work day. The open post report shall name the assigned post, security officer and show the respective time periods not covered.

14.0 Public Relations

14.1 Contractor agrees that neither it nor its agents, subcontractors, or employees shall issue or make any statements on behalf of the City with respect to any incident occurring at any Facility. The Contractor, contractor's agents, subcontractors, or their employees shall not (i) publicly discuss or issue or provide any statements, written or oral, paper or electronic, of any nature that references this Agreement, any policy, procedure, post order, or security alert, or (2) release any report, tape, recording, image, document or record related to the services provided under this Agreement, without the prior written consent of the Director.

15.0 Project Managers and Subcontractors

15.1 Contractor shall not substitute Projector Managers or subcontractors without Director's prior written approval.

16.0 Duties of Scanner Operator

16.1 Scanner Operator shall staff either an x-ray screening device or a magnetometer and shall:

16.1.1 Set up and maintain guide ropes or other barriers leading from the entrance to the screening site;

16.1.2 Start and calibrate the magnetometer and x-ray device at the beginning of each shift;

16.1.3 Courteously and professionally direct persons entering the facility to the screening site;

16.1.4 Identify those personnel who are properly badged and admit them in accordance with the Post Orders;

16.1.5 Courteously and professionally direct persons entering in how to move through the screening site, including placing hand-carried items and packages on the x-ray conveyor; and

16.1.6 Monitor the flow of traffic through the site to ensure effective coverage with the least inconvenience possible to person entering.

16.2 While staffing the x-ray device, effectively screen items that travel through the machine. This may include reorienting items, identifying suspicious items, and directing hand searches of appropriate items.

16.3 While staffing the magnetometer, have persons entering walk through the device after removing metal items from their persons. If the magnetometer alarms, the Scanner directs the individual to remove any remaining metal items, and walk through the device again. If the device alarms a second time, the scanner shall use hand-held magnetometer to conduct hand screening to determine the cause of the alarm.

16.4 When contraband, weapons, or suspected explosive devices are discovered, the discovering Scanner shall notify the Houston Police Department, the armed Security Officer and the Supervisor, and take other actions appropriate to the situation.

16.5 At the end of the working day, secure the magnetometers, x-ray devices and any other equipment or supplies used.

17.0 Duties of Armed Security Officers and Commissioned Security Officers when Assigned to a Screen Site

17.1 When an Armed Security Officer is assigned to a screening site, the Armed Security Officer shall monitor and direct the activities of the Scanner Operator(s) assigned to that site.

17.2 The Armed Security Officer shall:

17.2.1 Direct persons entering to the proper screening site;

17.2.2 Monitor the flow of personnel, and not allow persons to avoid the screening site;

17.2.3 Assist the Scanner Operators in their duties when required by the flow of traffic;

17.2.4 Prohibit persons from entering the protected facility with illegal weapons or devices;

17.2.5 When assigned to a secondary entrance, check badges and conduct hand screening of persons using those entrances;

17.2.6 Write and submit complete reports for all appropriate incidents (All reports shall be delivered to the GSD Security Management Division by 9:00 am on the following workday);

17.2.7 Conduct periodic performance evaluations for all subordinates;

17.2.8 Staff a scanner position when required; and

17.2.9 Complete all seized property procedures as approved by the Director.

18.0 Personnel Time Log (City Hall, City Hall Annex and 611 Walker only)

18.1 Contractor shall use a guard sign-in log at City Hall, City Hall Annex and 611 Walker only. The original copy of the guard sign-in log should be provided to the GSD Security Management Division. Personnel time logs and guard sign-in logs shall contain a record for each employee, which shows employee's name, date(s) worked, and time(s) worked. All personnel time logs shall be submitted to the City with the invoices pertaining to the time period covered by the logs, as well as any documentation verifying Security Officer check-in at designated checkpoints. The Contractor understands that Contractor shall not be paid if the guard sign-in log, personnel time logs, and the invoices do not agree.

19.0 Making Rounds

19.1 Contractor shall use a Security Officer electronic web-based Tour Patrol System to ensure Security Officers are making their rounds. Contractor shall give scanner reports to Facility Managers on a daily basis. The Contractor shall be responsible for purchasing the Security Officer electronic web-based Tour Patrol System and providing tour reports to the Security Management Division upon demand and at no cost to the City.

20.0 Absence Reports

20.1 Contractor shall orally report the absence of any Security Officer from an assigned post or position to the Director. This report shall not be made later than five minutes after the start of the reporting time for the post or position. The report shall include the name of the absent Security Officer, the post or position affected and Contractor's efforts to meet the security needs of the City. A relief officer or supervisor shall immediately fill the vacancy until other arrangements are made.

21.0 Daily Activity Reports

21.1 Contractor shall ensure that Site Supervisor Officers or Security Officers submit an approved written shift report (Daily Activity Report) to the Facility Manager for every shift worked. The Daily Activity Report should include a log of activity occurring during the tour of duty. Particular note should be made of unusual incidents or activity.

21.2 Original inspection logs and Incident Reports shall be turned in at the end of each Security Officer's shift with the Daily Activity Report.

22.0 Sign-in Sheets

22.1 Contractor shall, on non-event days, ensure that all persons entering the Facility enter at the front door and sign in at the front desk. In addition, guests must be authorized to enter the Facility by a City employee or authorized contractor. During event days, Contractor shall use its best efforts to ensure that unauthorized persons do not enter the Facility. If any conflict arises, Contractor shall notify the Facility Manager immediately.

23.0 Weekly Work Schedules

23.1 Contractor shall submit weekly work schedules, for each of the Facilities, to the Director, prior to the beginning of each week. Facility managers may request that Contractor adjust the weekly work schedules. Director's requests may be made either orally or in writing.

24.0 Identification Card Requirements

24.1 All Security Officers shall be required to carry and have clearly displayed on their person, a photo identification (ID) card (commission or registration), issued by the Contractor, at all times when on City property. This card shall include the company name, first and last name of officer, with the name typewritten or printed in black, a recent photograph of the employee, and the date of completion of commission class.

24.2 In accordance with this Agreement all security officers shall maintain at all times and on their person a valid Texas Security ID issued by the Texas Department of Public Safety Private Security Bureau while working on City of Houston property.

24.3 In accordance with the City of Houston Executive Order No. 1-37, as amended from time-to-time, all security officers assigned to work on City of Houston property shall possess and maintain a City of Houston issued contractor ID. All Security Officers assigned to HAS Facilities shall be badged by the HAS Director and may be required to display additional badges. Upon separation, the Security Officer's ID shall immediately be returned to the Office of Security Management for deactivation and verification.

24.4 A copy of the actual commission cards, for Commissioned Officers, shall be held by the

Contractor for a minimum of 6 months after the Security Officer becomes commissioned and shall be available for inspection, upon request, by the Director,

24.5 In addition, the Director may at any time ask the Contractor to submit to the Director a list of all Security Officers working on any specified day, for a random check of commission verification.

24.6 Security Officers shall have on their person a valid CPR/AED training certification card while on duty.

24.7 The Contractor shall comply with all applicable Federal rules governing security at HAS Facilities, as there may be amendments from time to time.

24.8 All on-site personnel of Contractor, including subcontractors, who perform services under the Agreement at HAS Facilities, are required to undergo a fingerprint-based criminal history records check. Fingerprints are collected at the Airport Badging Office and submitted electronically for investigation. The Project Manager shall have additional training at HAS to approve badging requests for Contractor personnel.

24.9 The Contractor shall obtain HAS security badges for its personnel performing services on-site, including its subcontractors' personnel. On-site personnel shall wear identification badges at all times while on Airport property. The cost of badges, which is subject to change, is currently \$55.00 each and is the responsibility of Contractor. The costs for the fingerprint-based criminal history records check are reflected in the cost of the badges. The Contractor is responsible for the cost of badges, including replacements. Any Contractor personnel losing badges will be charged for replacement badges at the then current rate. HAS badge yearly renewal cost is currently \$16.00, and is also subject to change.

24.10 Airport Customs Area Bond requires bond amount of \$1,000 times the number of employees currently badged by Custom & Border Patrol. This bond is in addition to the Performance Bond required under this Agreement.

24.11 The Contractor acknowledges that fines or penalties associated with non-compliance with security regulations shall be reimbursed to the HAS Director.

25.0 Liquidated Damages

25.1 **Understanding** - Contractor and City agree that the Security Officer Services should be provided in an effective and efficient manner to ensure the security services provided to the public and City are satisfactory and the best use of public funds is achieved. To accomplish this, the City has established strict performance standards and requirements, which must be met by the Contractor. Contractor agrees that in the event the requirements of this Agreement and Exhibits attached thereto are not complied with the City may assess liquidated damages for non-compliance, and the amount of any such liquidated damages may be deducted from payments otherwise due to the Contractor. The parties agree that the amount of actual damages resulting from Contractor's non-compliance may be difficult to ascertain and both parties agree that the liquidated damages assessed are reasonable and are not a penalty.

25.2 If the parties cannot agree on the amount of liquidated damages the matter shall be referred to the City Legal Department whose decision shall be final and binding for both parties.

25.3 However, under no circumstances shall liquidated damages assessed against the Contractor exceed \$350,000.00 in any given Agreement Year or Renewal Year. Nothing herein shall limit or affect the City's rights of termination.

25.4 Concept - Failure to comply with the requirements of this Agreement and more specifically this **Exhibit A** may result in two types of conditions: correctable and non-correctable.

25.4.1 Correctable incidents of non-compliance are those of a nature that the non-compliance requires correction and City has suffered no monetary loss. In these cases, the Contractor shall receive written notice of the details of non-compliance. The Contractor shall have 24 hours in which to correct the unsatisfactory condition (or initiate action to have the unsatisfactory condition corrected if it is unreasonable to expect correction within 24 hours and respond to the Director in writing of the corrective action taken. In the event the unsatisfactory condition is not corrected (or action initiated where appropriate), the liquidated damages shall be applied. The 24 hour notice period shall begin when written notice is delivered to the Contractor's appropriate employee.

25.4.2 Repeat Conditions - Upon the third and each additional instance of a repeated non-compliance with a correctable condition within a rolling 90 day period, the Contractor shall pay the liquidated damages with no opportunity to correct the unsatisfactory condition.

25.4.2 The non-correctable condition is one in which the result of the condition cannot be corrected, e.g., scheduled Security Officers not reporting for duty. In those instances, Contractor shall be notified in writing of the details of non-compliance and allowed an opportunity to respond. The applicable liquidated damages shall be applied at the discretion of the Director.

25.5 Inspection Rights - City reserves the right to inspect Facilities, procedures, personnel performance, and compliance with any requirement of this Agreement an unlimited number of times and assign multiple liquidated damage assessments for non-compliance if not corrected as stipulated herein. Such liquidated damage assessments to accrue for each 24 hour period the condition continues to exist.

25.6 Correctable Conditions include but are not limited to:

25.6.1 Failure to submit to Director all training material for approval.
Liquidated Damages - one thousand dollars (\$1,000.00) per occurrence.

25.6.2 Allowing employee who has not completed training to work without supervision.
Liquidated Damages - one hundred dollars (\$ 100.00) per employee per day.

25.6.3 Failure of employees to be in uniform or to be lacking essential equipment (e.g., radios, identification badge).
Liquidated Damages - Seventy-Five dollars (\$75.00) per occurrence.

25.6.4 Lack of familiarity with Post Orders, or Facility layout, amenities or services.
Liquidated Damages - Seventy-Five dollars (\$75.00) per occurrence.

25.6.5 Failure to provide written daily activity report each day.
Liquidated Damages - Seventy-Five dollars (\$75.00) per occurrence.

25.6.6 Failure to provide weekly work schedule on time.
Liquidated Damages - Seventy-Five dollars (\$75.00) per occurrence.

Notice to Contractor of non-receipt of any required report may be made by telephone or

orally.

25.7 Non-Correctable Conditions include but are not limited to:

25.7.1 Failure of Contractor to have a post staffed as scheduled.

Liquidated Damages - Contractor shall be periodically tested by the Department staff on their performance in this area. Deficiencies may result in, among other things, a charge of seventy-five dollars (\$75.00) per hour for each hour or any portion thereof during which the post remains unmanned, per occurrence.

25.7.2 Contractor employee asleep on duty.

Liquidated Damages - A charge of seventy five dollars (\$75.00) per hour for each hour or any portion thereof during which the Contractor's employee was found asleep, per instance. Also, Contractor's employees found sleeping on duty shall be replaced immediately.

25.7.3 Failure to provide adequate guard sign-in log documentation showing Contractor's employee worked number of hours charged to City.

Liquidated Damages - one hundred dollars (\$ 100.00) per occurrence plus refund of the amount charged for undocumented hours.

25.7.4 Contractor shall be accountable when required to open or close a facility at a pre-scheduled time, contractor shall be held accountable for any losses incurred by the City of Houston.

Liquidated Damages - Deficiencies may result and include, among other things, a charge of seventy-five dollars (\$75.00) per hour for each hour or any portion thereof during which the post remains unmanned, per instance, plus any associated cost to make the City of Houston whole.

25.7.5 Contractor shall provide CJIS compliant security officers for all assignments.

Liquidated Damages - Failure to provide CJIS compliant security officers will result in a charge of one thousand dollars (\$1,000.00) per each occurrence.

25.7.6 Contractor shall be responsible to maintain the integrity of any keys, access cards or alarm codes as assigned to perform assigned duties.

Liquidated Damages - If failure to maintain the integrity of assigned equipment by the City of Houston is found, said deficiencies may result and include, among other things, a charge of seventy-five dollars (\$75.00) per incident plus the associated cost to make the City of Houston whole.

25.7.7 Agent, Supervisor or Manager fails to respond within 30 minutes from request.

Liquidated Damages - Seventy-Five dollars (\$75.00) per occurrence.

25.7.8 Failure of contractor to adjust, correct or resolve disputed invoices within 14 days.

Liquidated Damages - One Hundred dollars (\$100.00) per occurrence.

25.8 Adjustments to Invoices for Failure to Provide Required Coverage

25.8.1 City and Contractor agree that the City shall suffer damages if the Contractor fails to provide the exact number of Security Officers, at the exact times and locations specified by City in accordance with this Agreement and that the amount of damages shall be difficult or impossible to determine, in order to provide a reasonable mechanism to compensate City for its damages, Contractor shall pay an amount to be calculated monthly in accordance with Section

25.8.2, provided written or oral notice is provided the Contractor as soon as reasonably possible within 48 hours and documentation of deduction is provided to the Contractor within 10 days of the event causing the deduction.

25.8.2 If the Contractor shall fail to provide required coverage of any shift, the Contractor shall forfeit any and all compensation due it per hourly rate per Officer per hour therefor. The Contractor shall have deducted from the invoice(s) and retained by the City an amount equal to the number of hours not covered, per hourly rate per Officer per hour for so long as the post(s) shall remain uncovered. Additionally, the City shall charge back to the Contractor or deduct from payment the actual cost incurred for supplying a City of Houston employee to replace a Security Officer who has failed to staff his or her post.

25.8.3 The City shall determine hours missed by the Contractor by the four following methods: (1) City shall conduct on-site inspections to see if posts are filled; (2) City shall monitor Daily Activity Reports (DARs); (3) City shall review Contractor's Field Supervisor reports; and (4) City shall review the time cards for those posts requiring clock rounds, if any, and if the Officers fail to clock in, the City shall consider this as evidence that the Officers were not at their post.

26.0 Salaries for Contractor Employees and Subcontractors

26.1 Contractor shall provide cost estimates for hours of operation, including estimates for business hours, Emergency hours, and Holidays. Security Officers shall be required to remain on-site for the entire eight hour shift(s).

26.2 In order to maintain the highest quality level of professional Security Officer Services, Contractor shall ensure employees and subcontractors are compensated at, or above, the following minimum salary levels:

26.3 WAGE BASE

First Year	
Description/Position Title	Minimum Hourly Wage
Unarmed Security Officer	\$ 11.25
Armed Security Officer	\$ 12.75
Armed Roving Patrol Security Officer	\$12.75
Field Supervisor Officer/Sergeant	\$ 12.75
Lieutenant Shift Supervisor	\$13.75
Captain Site Supervisor Officer	\$ 14.50
Project Manger	\$ 16.25
Control Room Operator	\$13.00

- (j) manage and monitor closed circuit television (CCTV) equipment; and
- (k) other duties as assigned.

31.2 In addition to the tasks listed above, this position performs both basic and complex clerical duties, including but not limited to:

- (a) preparing and maintaining accurate records and logs of all radio transmissions, telephone calls and other records, files and information systems;
- (b) performing data-entry tasks in order to process or update information accurately via a computer program;
- (c) operate a computer inquiry terminal to obtain information on persons and vehicles through related database systems;
- (d) answer questions and provide information as requested;
- (e) make entries into automated record files;
- (f) relate information effectively to those contacted in the course of work;
- (g) prepare reports as required or requested;
- (h) display good judgment and sound decision making in both routine and high stress situations; and
- (i) other duties as assigned.

32.0 Parking and Transportation

32.1 Contractor will pay for parking or provide METRO bus passes for Security Officers and Supervisors who work at City facilities in the downtown district.

32.2 For HAS Facilities, Contractor shall park its vehicles in areas designated by the HAS Director at its own cost. All transportation activities of Contractor or its Sub-contractor necessary to perform under the Agreement must be provided by Contractor. All of Contractor's vehicles operating in official capacity, including those owned by its employees and Sub-contractors, must be clearly marked with identification indicating Contractor's name. Such identification must be placed on both sides of each vehicle, visible from a distance of 200 feet, and may be removable (e.g. magnetic).

[END OF EXHIBIT A]

EXHIBIT A-1

GSD MANAGED FACILITIES LIST

The following General Services Department ("GSD") managed properties are defined as "Facilities" covered by this Agreement, subject to the addition and deletion of properties in accordance with Section 27.0 of Exhibit A.

	Description
	General Services Department
1	City Hall Annex 900 Bagby St., 77002
2	City Hall 901 Bagby St., 77002
3	Facilities Administration 3620 Berry Rd., 77093
4	GSD Property Management Trades & Crafts 2707 Dalton St., 77017
5	Houston Emergency Center (HEC) 5320 N. Shepherd St., 77018
6	Tri-Community Multi-Service Center 9525 Clinton Dr., 77029
	Administration & Regulatory Affairs Department
7	Animal Regulation & Care Admin Complex (BARC) 2700 Evella St., 77026
8	Parking Management Office 2020 McKinney St., 77003
9	PDMO Warehouse 2511 Broad St., 77087
	Fleet Management Department
10	Crosstimbers Heavy Vehicle Maintenance 1705 E. Crosstimbers, 77093
11	Fuel Shop, 100 Japhet St., 77020
12	Maintenance Shop, 103 Japhet St., 77020
13	Maintenance Shop, 2700 Dalton St., 77017
14	Maintenance Shop, 5500 N. McCarty Rd. 77013
15	Welding Maintenance, 5617 Neches, 77026
16	Light Vehicle Shop, 5703 Eastex Fwy.
17	Vehicle Garage, 5900 Teague Rd. 77041
18	Office and Warehouse, 7101 Renwick, 77081
19	SW Vehicle Maintenance, 11500 S. Post Oak. 77035
20	Maintenance Shop, 1245 Judiway, 77018
21	Shop and Maintenance 6200 Wheeler, 77023
22	Warehouse and office, 802 Burrell, 77022

	Health and Human Services Department
23	Acres Home Multi-Service Center 6719 W. Montgomery Rd., 77091
24	Airline WIC 5990 Airline St., 77093
25	Aldine WIC 5198 Aldine Mail Route, 77039
26	Alief WIC 12660 Beechnut St., 77083
27	Brasner WIC 8632 S. Braeswood, 77031
28	Braeswood Warehouse - 1115 S. Braeswood, 77030
29	Cochran Building 1906 Cochran St., 77009
30	Denver Harbor Multi-Service Center 6402 Market St., 77020
31	Environmental Health Administration 7411 Park Place Blvd., 77087
32	Fifth Ward Multi-Service Center 4014 Market St., 77020
33	Health Administration Building 8000 N. Stadium Dr., 77054
34	Hiram Clarke MSC/Vinson Library 3810 W. Fuqua St., 77045
35	Holcomb Laboratories A and B, 2250 and 2252 Holcomb, 77030
36	John Peavy Senior Center 3814 Market St., 77020
37	Kashmere Multi-Service Center 4802 Lockwood St., 77026
38	La Nueva Casa De Amigos Health Center 1809 N. Main St., 77009
39	Louie Welch Building 1818 Crockett St., 77007
40	Lyons Health Center 5602 Lyons Ave., 77020
41	Magnolia Multi-Service Center 7037 Capitol St., 7011
42	Magnolia WIC 7037 Capitol St., 7011
43	Main Warehouse - 3301 Commerce St., 77003
44	Motor Vehicle Inspection (MVI) Facility 7427 Park Place Blvd., 77087
45	Northeast Multi-Service Center 9720 Spaulding St., 77016
46	Northside Health Center 8523 Arkansas St., 77093
47	Northside WIC 8504 Schuller St., 77093
48	Northwest WIC 8536 Hammerly St., 77055
49	Riverside Health Center 3315 Delano St., 77004
50	Sharpstown Clinic 6201 Bonhomme St., 77036
51	Southwest Multi-Service Center 6400 High Star Dr., 77074
52	Sunnyside Health Center 9314 Cullen Blvd., 77051
53	Sunnyside Multi-Service Center 4605 Wilmington St., 77051
54	Third Ward Multi-Service Center 3611 Ennnis St., 77004
55	West End Health Center 190 Heights Blvd., 77007
56	West End Multi-Service Center 170 Heights Blvd., 77004

	Municipal Courts Department
57	Municipal Courts Complex 1400 Lubbock, 77002
58	Mykawa 8300 Mykawa Rd., 77048
59	Northside 9455 W. Montgomery Rd., 77088
60	Westside 3203 S. Dairy Ashford. Rd., 77082
	Houston Fire Department
61	Fire Logistical Center 1205 Dart, 77007
62	Fire Station #101 1863 Kingwood & Ladbook, 77399
63	Fire Station #102 4102 W. Lake Houston Pkwy, 77345
64	Fire Station #103 2907 High Valley & Kingwood Dr., 77339
65	Fire Station #104 910 Forrest Cove Dr. & Hamblen Rd.,
66	Fire Station #105 14014 W. Lake Houston Pkwy., 77339
67	Fire Station #10 6600 Corporate & Clarewood, 77036
68	Fire Station #11 460 T.C. Jester, 77008
69	Fire Station #12 1502 Alber, 77009
70	Fire Station #13 2215 W. 43 rd , 77018
71	Fire Station #15 3306 N Main, 77009
72	Fire Station #16 402 Tabor, 77009
73	Fire Station #17 2805 Navigation, 77003
74	Fire Station #18 619 Telephone, 77023
75	Fire Station #19 1811 Gregg, 77020
76	Fire Station #20 6902 Navigation, 77003
77	Fire Station #21 10515 S. Main, 77025
78	Fire Station #22 7825 Harrisburg, 77012
79	Fire Station #23 8005 Lawndale, 77012
80	Fire Station #24 2625 Reed Rd., 77051
81	Fire Station #25 3902 Scott, 77004
82	Fire Station #26 7111 Dixie, 77087
83	Fire Station #27 6515 Lyons, 77020
84	Fire Station #28 3000 Chimney Rock, 77057
85	Fire Station #29 4831 Galveston Rd, 77017
86	Fire Station #2 5880 Woodway, 77057
87	Fire Station #30 6702 Irvington, 77022
88	Fire Station #31 222 W. Crosstimbers, 77018
89	Fire Station #32 8614 Tidwell, 77028

90	Fire Station #33 7117 Fannin, 77030
91	Fire Station #34 3100 Laura Koppe, 77093
92	Fire Station # 35 5535 Van Fleet, 77033
93	Fire Station # 36 7720 Airport, 77061
94	Fire Station #37 7026 Stella Link, 77025
95	Fire Station # 38 1120 Silber, 77055
96	Fire Station # 39 5810 Pickfair, 77026
97	Fire Station # 3 3735 Alabama, 77027
98	Fire Station #40 5830 O.S.T., 77021
99	Fire Station #41 805 Pearl, 77029
100	Fire Station #42 8675 Clinton, 77029
101	Fire Station #43 7330 Wayside, 77028
102	Fire Station #44 675 Maxey Rd., 77013
103	Fire Station #45 4910 McCarty, 77013
104	Fire Station #46 3902 Corder, 77021
105	Fire Station #47 2615 Tidewater, 77045
106	Fire Station #48 11616 Chimney Rock, 77035
107	Fire Station #49 1212 Gessner, 77055
108	Fire Station #4 6530 W. Little York, 77088
109	Fire Station #50 4420 Bingle, 77092
110	Fire Station #51 6902 Bellaire, 77074
111	Fire Station #52 10343 Harsook, 77034
112	Fire Station #53 13349 Vicksburg, 77015
113	Fire Station #55 11212 Cullen, 77047
114	Fire Station #56 5820 E. Little York, 77076
115	Fire Station #57 13602 Memorial Dr., 77079
116	Fire Station #58 10413 Fulton, 77076
117	Fire Station #59 13925 S. Post Oak, 77045
118	Fire Station #5 2020 Hollister, 77080
119	Fire Station #60 2925 Jeaneatta, 77063
120	Fire Station #61 9726 Monroe, 77075
121	Fire Station #62 1602 Seamist, 77008
122	Fire Station #63 5626 Will Clayton Pkwy., 77032
123	Fire Station #64 3000 Greens Rd., 77032

124	Fire Station #65 11531 FM 1960 E., 77336
125	Fire Station #66 5800 Teague, 77041
126	Fire Station #67 1616 W. Little York, 77088
127	Fire Station #68 8602 Bissonet, 77074
128	Fire Station #69 1102 W. Belt, 77042
129	Fire Station #6 3402 Washington, 77007
130	Fire Station #70 11410 Beamer, 77089
131	Fire Station #71 15200 Space Center Blvd. 77062
132	Fire Station #72 17401 Saturn Ln., 77058
133	Fire Station #73 9640 Wilcrest, 77099
134	Fire Station #74 460 Aldine Bender, 77060
135	Fire Station #75 1995 Dairy Ashford, 77077
136	Fire Station #76 7200 Cook Rd., 77072
137	Fire Station #77 10155 Kempwood Dr., 77080
138	Fire Station #78 15100 Memorial, 77079
139	Fire Station #7 1402 Elgin, 77004
140	Fire Station #80 16111 Chimney Rock, 77489
141	Fire Station #81 7990 Paul B. Koonce Rd. 77061
142	Fire Station #82 11250 Braesridge, 77071
143	Fire Station #83 3350 Breezewood, 77072
144	Fire Station #86 14100 Briarforest, 77077
145	Fire Station #8 1919 Louisiana, 77002
146	Fire Station #90 16553 Park Row Dr., 77084
147	Fire Station #93 911 FM1959 77046
148	Fire Station #94 235 El Dorado, 77062
149	Fire Station #9 702 Hogan, 77009
150	Fire Training Academy 8030 Braniff, 77061
151	HFD Arson Photo Lab, 3102 Center St. 77007
152	Old Fire Station #15 Bldg. Site 402 Tabor, 77009
	Houston Parks and Recreation Department
153	Jamail Skate Park, 103 Sabine St.
154	Gus Wortham Golf Course, 7000 Capitol St.
155	Brock Golf Course, 8201 John Ralston Rd.
156	Sharpstown Golf Course, 6600 Harbor Town Dr.

	Houston Police Department (Security guards must be CJIS certified at these Facilities, see Exhibit G for specific requirements)
157	Auto Theft Trailer 1300 Dart St., 77007
158	GSD Facilities Supply 718 Houston Ave., 77007
159	Central Police Station Complex 61 Riesner St., 77002
160	Clear Lake Police Substation 2855 Bay Area Blvd., 77062
161	Gerson Building 35 Artesian St., 77002
162	HPD Dive Team/Facility Maintenance 33 Artesian St., 77002
163	HPD Helicopter Complex 8402 Larson St., 77061
164	HPD Homicide Print Stall 1305 Dart St., 77007
165	HPD Lake Patrol-Office Complex 22619 W. Shorewood Dr., 77336
166	HPD Mounted Patrol 5005 Little York Rd., 77093
167	HPD Property Room 1202 Washington St., 77002
168	HPD S.W.A.T. (BRAC), 7077 Perimeter Park Dr., 77041
169	HPD Uniform Supply 700 Houston Ave., 77007
170	Kingwood Police Station 3915 Rustic Woods Dr., 77339
171	Magnolia Substation/Eastside Patrol 7525 Sherman St., 77012
172	McNair Police Station (South Central) 2202 St. Emanuel St., 77004
173	Midwest Police Station (District 18) 7277 Regency Square, 77036
174	North Police Station Complex 9455 W. Montgomery Rd., 77088
175	Northeast Police Station Complex 8301 Ley Rd., 77028
176	Northwest Police Station Complex 6000 Teague Rd., 77041
177	Police Academy Complex 17000 Aldine Westfield Rd., 77073
178	Police Headquarters 1200 Travis St., 77002
179	Police Memorial 100 Memorial Dr., 77019
180	Southeast Police Command Station 8300 Mykawa Rd., 77048
181	Southwest Police Station Complex 4503 Beechnut St., 77096
182	West Police Station Complex 3203 S. Dairy Ashford Rd., 77082
	Houston Public Library
183	Acres Homes Neighborhood Library, 8501 W. Montgomery Rd., 77088
184	Alief Neighborhood Library, 7979 S. Kirkwood Dr., 77072
185	Blue Ridge Neighborhood Library, 7007 W. Fuqua, 77489
186	Bracewell Branch Library, 9002 Kingspoint Dr., 77089
187	Carnegie Neighborhood Library, 1050 Quitman St., 77009

188	Clayton Neighborhood Library, 5300 Caroline St., 77004
189	Collier Neighborhood Library, 6200 Pinemont St., 77092
190	Dixon Neighborhood Library, 8002 Hirsch Rd., 77016
191	Flores Neighborhood Library, 110 Milby St., 77003
192	Frank Library 10103 Fondren, Bray Oak tower Bldg., 77035
193	Heights Neighborhood Library, 1302 Heights Blvd., 77008
194	Hillendahl Neighborhood Library, 2436 Gessner, 77080
195	Jesse H. Jones Building, 500 McKinney St., 77002
196	Johnson Neighborhood Library, 3517 Reed Rd., 77051
197	Julia Ideson Bldg. at the Central Library 550 McKinney St., 77002
198	Jungman Neighborhood Library, 5830 Westheimer, 77056
199	Kashmere Gardens Neighborhood Library, 5411 Pardee St., 77026
200	Kendall Library, 609 N. Eldridge, 77079
201	Lakewood Neighborhood Library, 8815 Feland St., 77028
202	Looscan Neighborhood Library, 2510 Willowick, 77027
203	Mancuso Neighborhood Library, 6767 Belfort, 77087
204	Melcher Neighborhood Library, 7200 Keller, 77012
205	Meyer Neighborhood Library, 5005 W. Belfort, 77035
206	Montrose Neighborhood Library, 4100 Montrose, 77006
207	Moody Neighborhood Library, 9525 Irvington, 77076
208	Oak Forest Neighborhood Library, 1349 W. 43 rd St., 77075
209	Park Place Neighborhood Library, 8145 Park Place, 77017
210	Pleasantville Neighborhood Library, 1510 Gelhorn, 77029
211	Ring Neighborhood Library, 8835 Longpoint, 77055
212	Robinson-Westchase Neighborhood Library, 3223 Wicrest, 77079
213	Scenic Woods Neighborhood Library, 10677 Homestead, 77016
214	Smith Neighborhood Library, 3624 Scott, 77004
215	Stella Link Neighborhood Library, 7505 Stella Link, 77025
216	The African American Library, 1300 Victor, 77019
217	Turtle Neighborhood Library, 702 Kress, 77020
218	Walter Neighborhood Library, 7660 Clarewood, 77036
219	Young Neighborhood Library, 5260 Griggs, 77021
	Solid Waste Department
220	Collections/Maint. Bldgs. 1506 Central,
221	NE Collections 5614 Neches,

222	NE Light Vehicle Maint. Shop, 5703 Neches
223	NE Svc. Cntr./Maint. Complex, 5617 Neches,
224	NW Collections/Maint., 1245 Judiway,
225	Reuse Warehouse Facility, 11500 S. Post Oak,
226	SE Collections/Maintenance, 2240 Central,
227	SE Component Rebuild Shop, 1502 Central,
	Department of Public Works and Engineering
228	Bob Lanier Bldg., 611 Walker

EXHIBIT A-2

PWE MANAGED FACILITIES LIST

The following Public Works and Engineering Department ("PWE") managed properties are defined as "Facilities" covered by this Agreement, subject to the addition and deletion of properties in accordance with Section 27.0 of Exhibit A.

Department of Public Works and Engineering	
229	SE Water Purification Plant - 3100 Genoa - Red Bluff
230	Sims South WWTP -3100 Old Galveston
231	Utility Customer Service- 4200 Leeland
232	Utility Customer Service - 4215 Leeland
233	EB Cape - 4500 Leeland
234	HESS -9500 Lawndale
235	Sims Bayou WW - 9500 Lawndale
236	Evergreen ROW - 700 Evergreen
237	Kingspoint WW- 9610 Kingspoint
238	Grovesway WW- 4545 Grovesway
239	Chocolate Bayou WW - 9714 M.L.K
240	Metro WWTP - 12815 Old Galveston Rd.
241	District 67 -900 Tristar
242	Gulfway Utility - 1 -15004 McConn
243	Gulfway Utility -14996 McConn
244	Bayfield -15700 Old Galveston Road
245	District 142 -1455 Baybrook
246	Southpark Plant - 8003 Mykawa
247	Houston Water Quality -7000 Ardmore
248	Water Production Maintenance -7004 Ardmore
249	Build-A -100 Japhet
250	Build-I -100 Japhet
251	East Water Purification Plant -2300 Federal Road
252	EWPP LAB - 12000 Clinton
253	Clinton Park WW - 9030 Clinton
254	Clinton PUMP 4309 Clinton
255	69th Street WWTP -2525 Ssgt Macario Garcia Dr.

256	Dalton Service Center - 2700 Dalton
257	Storm Water & Bridge -2701 Dalton
258	Valve House DWO -1002 N. Richey
259	Glenshore-1 -12002 North Kensington
260	Katy Addicks RPS DWO -1456 Brittmore
261	District 71 DWO -1610 Hayes Rd.
262	Katy Addicks Plant DWO -11500 Old Katy Rd.
263	Rosewood #1 DWO -12844 Westheimer Rd.
264	District 175 DWO -1206 Arrow Hill Dr.
265	Spring Branch Plant DWO -9400 Kempwood
266	Jersey Village Plant DWO -7207 Fairview
267	District 237 DWO - 8755 Mills Rd.
268	District 159 E.T. DWO- 7203 W. Greens Rd.
269	Willow Chase Park DWO -13135 Misty Willow
270	White Oak DWO -9702 Deanwood
271	District 21 DWO -15915 Grisby
272	Park Ten East DWO -14315 Park Row Blvd.
273	Park Ten Central DWO -1300 Langham Creek
274	Traffic Operations -2200 Patterson
275	Park Ten West DWO -18324 Addicks Levee
276	Memorial W. MUD DWO -16005 Katy Frwy.
277	West Houston #3 DWO -14925 S. Richmond
278	Westway Utility District Plant 10824 Heathorford Dr.
279	N.W. Water Service Center -5900 Teague
280	Braes Utility Plant -3710 N. Eldridge Pkwy
281	Acres Homes Plant -1810 Dolly Plant-
282	District 203 Plant -1304/1255 Gears Rd.
283	District 203 Elevated Tank -10903 Ella Blvd.
284	White Oak WWTP - 7103 West Gulf Bank
285	PWE Northeast Quadrant -718 E. Burrell St.
286	Imperial Valley WW -15500 Cotillion Dr.
287	Rankin WW Airport -2450 Rankin Rd.
288	Northbelt WW -14506 Smith Rd.
289	E. Crosstimbers -1700 E. Crosstimbers
290	NEWPP DWO -12121 N. Sam Houston Pkwy E.-

291	Homestead WW -5565 Kirkpatrick Blvd.
292	Kellett WW -8219 Kellett
293	McCarty -5500 McCarty
294	Interwood DWO -116 Alliant Dr.
295	Hunterwood -6435 Turtlewood St.
296	Tidwell Timbers DWO -10150 Tidwell Rd.
297	Greens P.U.D. #1 Elevated Tank -15330 West Hardy
298	Northgate - 2 Plant WW - 309 Benmar
299	Greens P.U.D. #2 Elevated Tank -15960 West Hardy
300	District 73-1 - 24120 East Lake Houston
301	District 73 #2 Tank - 306 Blue Tail Dr.
302	Forest Cove #2 Tank -1110 Mustang Trail
303	Plantation Hills - 26906 Plantation Hills Dr.
304	Kingwood #1 Elevated Tank - 2802 Water Well Dr.
305	Kingwood Tank#2 & ET - 3200 Appalachian Trail
306	Kingwood #3 Elevated Tank - 2903 High Valley
307	Northgate-2 Plant WW - 309 Benmar
308	COH Radio Systems Management - 5711 Neches
309	District 266 DWO - 4950 Aeropark
310	WCID 76 WW -13535 River Trail Dr.
311	District 3&5 -8002 Airline
312	S.W. WWTP WW - 4211 Beechnut
313	Sims Bayou Plant DWO - 13840 Croquet
314	Sims Bayou Plant Well - 13840 1/2 Croquet
315	West Fuqua -6301 West Fuqua
316	Almeda Rd. WW -12331 Almeda Rd.
317	Sharpstown #1 Plant DWO - 6910 Bintliff
318	Sharpstown #2 Plant DWO - 8619 Bellaire Blvd.
319	Parkglan #1 Plant DWO -10923 Stancliff
320	Parkglen W. Plant DWO -10630 S. Kirkwood
321	District 54 Plant DWO - 8108 Richmond
322	District 139 Plant DWO -10097 Southwest Freeway
333	District 41 #2 Southmont - 3835 West Orem
334	Ridgmont Plant DWO -15908 Ridgeroe
335	Chasewood Plant -7650 Chasewood

336	PWE Maintenance Facility - 105 Sabine St.
337	Westbury #1 Plant DWO -10902 Moonlight
338	Hobby Airport Plant - 8200 Travelair
339	District 49 #2 Westbury Pant -10602 1/2 Braewick
340	Southwest Pant DWO - 4410 Westpark
341	Cullen WW -7440 Cullen
342	Brookfield Plant DWO -9007 Dairy View Lane
343	District 51 #2 Plant DWO - 4000 Wilcrest
344	District 111 #2 Plant DWO - 10301 Sun City Court
345	District 123 Plant DWO -1000 S. Kirkwood
346	District 184 Plant DWO -10518 Beechnut
347	District 218 Plant DWO -12705 Brant Rock
348	District 158 Plant - 13402 Bellaire
349	Meyerland #1 Plant WW - 9020 South Rice
350	West District - 255 Isolde Dr.
351	Renwick -7101 Renwick
352	District 21 Plant & WL #1 - 14311 Grisby
353	District #175 WL#1 -1207 Arrow Hill
354	Turkey Hill Creek WWTP -1147 Enclave Parkway
355	District 223 DWO -13301 Sandbridge Dr.
356	Wayside - 4300 Wayside
357	Enclave-2 - 13135 Forkland Dr.
358	West Houston -3 - 14925 S. Richmond Ave.
359	Rosewood-1 -12844 Westheimer Rd.
360	Upper Brays WWTP -13525 W. Houston Center Blvd
361	Beltway WWTP -10518 Bellaire Blvd.
362	W.C.I.D. #111 WWTP - 10601 Huntington Point Dr.
363	Braeburn West -10711 Silkwood Dr.
364	Keegans Bayou WWTP -9401 White Chapel Ln.
365	Baeswood - 9098 Bob White Dr.
366	Greenridge WWTP -6301 West Fuqua St.
367	Braes Utility DWO -3710 Eldridge
368	Lift Station 002 - 12502 Old Katy Rd.
369	Lift Station 003 - 1100 Antoine
370	Lift Station 004 -2402 Allen Parkway

371	Lift Station 007 - 205 Asbury St.
372	Lift Station 008 -9630 Ashville Dr.
373	Lift Station 010 - 5100 Bayou Timber Ln.
374	Lift Station 011 - 3545 Telephone Rd.
375	Lift Station 013 - 5901 Conley
376	Lift Station 014 -1801 Bering Dr.
377	Lift Station 016 - 7700 BISSONNET
378	Lift Station 018 - 8623 WILLOW MEADOW
379	Lift Station 023 -13030 LANDMARK
380	Lift Station 025 - 352 Chimney Rock
381	Lift Station 026 - 3510 Brock
382	Lift Station 028 - 314 Friar Tuck Ln. E.
383	Lift Station 029 - 9642 Emnora Ln.
384	Lift Station 031- 6913 CARVEL LANE
385	Lift Station 033 - 7700 Woodway Dr.
386	Lift Station 034 - 9345 CHATWOOD
387	Lift Station 043 - 245 Mississippi
388	Lift Station 044 - 7450 Coffee Ave.
389	Lift Station 048 -25 Crestwood
390	Lift Station 052 -12001 Snowden
391	Lift Station 053 -11677 CHIMNEY ROCK
392	Lift Station 054 - 8300 DOCKAL
393	Lift Station 056 - 734 N. Durham Dr.
394	Lift Station 063 - 2100 11th St.
395	Lift Station 064 - 2200 Elgin
396	Lift Station 065 - 10662 Emnora Ln.
397	Lift Station 067 - 6800 Fannin
398	Lift Station 069 - 2103 Ferguson Way
399	Lift Station 070 - 204 FIR RIDGE
400	Lift Station 078 - 6920 BRETSHIRE
401	Lift Station 085 -5005 Galveston
402	Lift Station 086 - 7375 Sims
403	Lift Station 088 - 1017 S. Gessner
404	Lift Station 090 -24017 GLENGYLE CT
405	Lift Station 092 - 7342 Fairway

406	Lift Station 094 - 6333 GRAND BLVD.
407	Lift Station 096 - 12701 GREENS BAYOU
408	Lift Station 098 - 8209 Gulf Freeway
409	Lift Station 099 - 5905 GULFTON
410	Lift Station 100 - 8513 1/2 Howard
411	Lift Station 103 - 502 Kellogg
412	Lift Station 104 - 11555 HAVILAND
413	Lift Station 105 - 819 BENBROOK
414	Lift Station 108 - 9100 Briar Forest Dr.
415	Lift Station 111 - 1700 Jensen Dr.
416	Lift Station 112 -6514 Jensen Dr.
417	Lift Station 114 - 8500 KIRBY DR.
418	Lift Station 116 - 8200 Knox Houston 77088
419	Lift Station 118- 4401 Lang
420	Lift Station 121 - 20 Legend Ln.
421	Lift Station 124 - 9326 Houston-Rosslyn N
422	Lift Station 125 -5400 Armour
423	Lift Station 127 - 8855 Harness Creek Ln.
424	Lift Station 131 -8000 Market St.
425	Lift Station 133 - 5105 Beekman
426	Lift Station 137 5502 S BRAESWOOD
427	Lift Station 138 -8000 Market St.
428	Lift Station 140 - 5910 San Felipe
429	Lift Station 150 -8542 Findlay
430	Lift Station 151 - 2007 Parker Rd.
431	Lift Station 153 - 4750 Woodway
432	Lift Station 156 - 8307 South Loop E.
433	Lift Station 159 - 820 Randolph.
434	Lift Station 165 -9947 Easthaven Blvd.
435	Lift Station 169 - 4901 Reveille
436	Lift Station 170 -10040 Memorial Dr.
437	Lift Station 172 - 3100 Scott
438	Lift Station 173 - 8123 and 8123 ½ Scott
439	Lift Station 177 -15726 TANYA CIRCLE
440	Lift Station 181 - 11333 Chatterton

441	Lift Station 184 - 9103 KIRBY DR
442	Lift Station 186 - 4377 Faculty Lane
443	Lift Station 187 - 3512 Lydia
444	Lift Station 188 - 2000 MAC GREGOR WAY, N.
445	Lift Station 191 - 8515 Curling
446	Lift Station 192 - 24430 SUNNY GLEN DR
447	Lift Station 193 - 9667 Windswept Ln.
448	Lift Station 196 - 2326 Theta
449	Lift Station 197 - 118 Gessner
450	Lift Station 198 - 3502 Texas St.
451	Lift Station 203 - 342 E. Janisch Rd.
452	Lift Station 205 -10385 Gulf Palms
453	Lift Station 210 - 802 WESTMONT
454	Lift Station 212 - 3537 Wheeler
455	Lift Station 215 -9555 Wingtip
456	Lift Station 220 - 212 W. 5th St.
457	Lift Station 224 - 4600 Pinemont
458	Lift Station 230 - 11510 F.M. 1960, E.
459	Lift Station 235 - 4142 Cherry Oak Circle
460	Lift Station 236 - 709 Harvest Moon Lane
460	Lift Station 249 -13355 RINCON
462	Lift Station 254 - 950 Greens Parkway
463	Lift Station 255 - 1430 Greens Parkway
464	Lift Station 257 - 29584 Gears
465	Lift Station 258 - 7027 Woodsman Trail
466	Lift Station 262 - 10445 Greens Crossing Blvd
467	Lift Station 263 - 634 West Rd.
468	Lift Station 264 - 5350 Park Row Dr
469	Lift Station 265 - 1622 Barker Cypress
470	Lift Station 272 - 2518 Berkley
471	Lift Station 280 -16001 S Post Oak Rd
472	Lift Station 282 - 910 S. Texas 6
473	Lift Station 284 -12903 IROQUOIS
474	Lift Station 289 - 611 Wendell
475	Lift Station 294 - 17402 W. Montgomery Rd.

476	Lift Station 295 -13910 PIPING ROCK
477	Lift Station 297 - 3335 W. Hollow Dr.
478	Lift Station 298 - 13833 Richmond Ave.
479	Lift Station 299 - 8225 F.M. 1960 W.
480	Lift Station 306 - 11126 BROOKLET
481	Lift Station 307 - 9817 W BELLFORT
482	Lift Station 308 -16500 S POST OAK RD
483	Lift Station 311 - 1825 1/2 DollyWright
484	Lift Station 313 -300 Gilpin
485	Lift Station 315 -16500 Hedgecroft Dr
486	Lift Station 316 - 316 SYNOTT RD.
489	Lift Station 323 -12843 HIGH STAR
490	Lift Station 324 - 7205 Jadewood
491	Lift Station 327 - 8927 GREEN RIVER DR., N.
492	Lift Station 330 - 12414 S GARDEN
493	Lift Station 332 - 9105 RUFFINO
494	Lift Station 336 - 12501 Scarsdale
495	Lift Station 337 - 10718 Scott
496	Lift Station 339 - 12103 SHARPVUE
497	Lift Station 340 - 1235 S. Kirkwood Dr.
498	Lift Station 344 - 600 Shepard,N.
499	Lift Station 345 - 8400 Mykawa
500	Lift Station 346 - 2417 WESTRIDGE
501	Lift Station 347 - 1001 S. Dairy Ashford Rd.
502	Lift Station 348 - 8647 BELLE PARK DR.
503	Lift Station 349 - 10880 Richmond Ave.
504	Lift Station 351 - 5400 W. Gulf Bank Rd
505	Lift Station 354 - 621 JOHN ALBER RD.
506	Lift Station 355 - 8500 Cypress
507	Lift Station 356 -9850 1/2 Goodyear
508	Lift Station 357 - 3925 N MC CARTY
509	Lift Station 358 -15479 VICKERY
510	Lift Station 360 -17601 Wayforest Dr
511	Lift Station 364 - 6198 ROYALTON
512	Lift Station 365 - 6949 Eppes

513	Lift Station 367 - 3100 Allen Parkway
514	Lift Station 369 - 243 MC CARTY
515	Lift Station 370 - 6867 Portwest Dr.
516	Lift Station 371 - 5901 1/2 Hollister
517	Lift Station 381 - 4998 1/2 Langfield Rd.
518	Lift Station 385 - 8350 F.M. 1960 W.
519	Lift Station 386 - 6350 Windfern Rd.
520	Lift Station 387 - 855 CANINO RD
521	Lift Station 389 - 16146 GREENVIEW
522	Lift Station 390 - 3987 Inverness Dr.
523	Lift Station 391 - 6225 WEST BEND
524	Lift Station 395 - 13702 TRAILVILLE DR
525	Lift Station 396 - 11811 North Frwy #500
526	Lift Station 402 -495 El Toro
527	Lift Station 403 -13914 Galveston Rd.
528	Lift Station 404 -15503 Gulf Freeway
529	Lift Station 406 - 4650 Brittmore
530	Lift Station 408 - 503 Threlkeld
531	Lift Station 409 - 8440 ATTWATER
532	Lift Station 410 - 1058 Lumpkin
533	Lift Station 416 - 15634 MEMORIAL DR.
534	Lift Station 418 - 8110 West Sam Houston Pkwy S
535	Lift Station 419 - 9370 West Sam Houston Pkwy S
536	Lift Station 422 -17134 QUAIL GLEN
537	Lift Station 423 -8500 QUAIL VIEW
538	Lift Station 425 - 12880 Northborough Dr.
539	Lift Station 426 - 13100 Northborough Dr
540	Lift Station 427 - 750 Rankin Rd W.
541	Lift Station 428 - 8406 Scenic Green Dr
542	Lift Station 429 - 3800 Synott Rd.
543	Lift Station 430 - 3600 Dairy Ashford Rd.
544	Lift Station 432 - 3303 S. Dairy Ashford Rd.
545	Lift Station 433 -12951 WHITTINGTON DR.
546	Lift Station 436 - 5501 TAUTENHAHN RD.
547	Lift Station 440 - 10848 1/2 Braymore Dr

548	Lift Station 441 - 3403 Chevy Chase Dr.
549	Lift Station 443 - 11901 Highland Meadow
550	Lift Station 444 - 4925 Belvedere
551	Lift Station 445 - 609 N ELDRIDGE RD
552	Lift Station 448 -12875 Galveston Rd.
553	Lift Station 453 - 19001 CRESCENT SPRINGS
554	Lift Station 453 -18550 CHANUTE
555	Lift Station 454 - 350 Northpark Dr
556	Lift Station 455 - 22211 Eastex Fwy
557	Lift Station 462 - 130 1/2 DEER LAKE
558	Lift Station 463 - 10038 Radio Rd.
559	Lift Station 466 -7750 ARDMORE
560	Lift Station 470 -13106 Foxton
561	Lift Station 472 -501 BLUE BELL
562	Lift Station 473 -602 MITCHELL
563	Lift Station 474 - 8620 BISSONNET
564	Lift Station 475 - 13200 Old Katy Rd
565	Lift Station 476 -11614 Dumas
566	Lift Station 477 -9900 Koenig
567	Lift Station 478 -478 Telean
568	Lift Station 479 - 13031 Briar Patch Dr.
569	Lift Station 480 - 18095 LEE RD
570	Lift Station 481 -13550 1/2 Segrest Dr.
571	Lift Station 482 - 6230 S. LAKE HOUSTON PKWY
572	Lift Station 483 - 10702 Little York W.
573	Lift Station 493 - 972 AQUA VISTA
574	Lift Station 494- 1717 KINGWOOD DR
575	Lift Station 499 - 10546 TIDWELL RD.
576	Lift Station 501 - 1815 FOREST GARDEN
577	Lift Station 502 - 2603 WOODLAND RIDGE
578	Lift Station 504 - 1660 W Lake Houston Pkwy
579	Lift Station 505 - 3415 CLOVER VALLEY
580	Lift Station 506 - 2302 STATELY OAK DR
581	Lift Station 507 - 1602 LAKE WILDERNESS LANE
582	Lift Station 509 - 2714 ROYAL CIRCLE

583	Lift Station 511 - 1966 WILLOW POINT
584	Lift Station 512 - 2511 CHESTNUT RIDGE
585	Lift Station 514 - 2307 LADBROOK
586	Lift Station 517 - 3928 KINGWOOD DR
587	Lift Station 520 - 6222 Riverchase Trail
588	Lift Station 521 - 1799 Woodland Hills Dr
589	Lift Station 522 - 4006 KINGWOOD DR.
590	Lift Station 523 - 5014 PINE PRAIRIE
591	Lift Station 526 - 4202 BASSINGHAM
592	Lift Station 527 - 2708 BROOKDALE
593	Lift Station 528 - 4923 WOODSTREAM VILLAGE DR
594	Lift Station 529 - 4210 Langley
595	Lift Station 529 - 4210 LANGLEY
596	Lift Station 532 - 10590 Ballentine
597	Lift Station 533 - 19409 SEARS
598	Lift Station 537 - 4402 KNOTTY OAKS TRAIL
599	Lift Station 538 - 1516 1/2 Bonner
600	Lift Station 539 - 529 Rancho Bauer
601	Lift Station 543 - 5210 Kiam,
602	Lift Station 545 - 12950 Skymeadow Dr.
603	Lift Station 546 - 322 N. Post Oak
604	Lift Station 555 - 11200 SPOTTSWOOD
605	Lift Station 556 - 10901 TAMWORTH
606	Lift Station 561 - 4471 MacGregor Way
607	Lift Station 566 - 21900 TRAIL TREE LANE
608	Lift Station 568 - 1200 Oak Meadows
609	Lift Station 571 - 10150 Old Katy Rd.
610	Lift Station 576 - 15270 HILLCROFT
611	Lift Station 578 - 225 CORDES
612	Lift Station 580 - 23504 FAIRLAKE DRIVE LN
613	Lift Station 581 - 22627 WEST SHOREWOOD DRIVE
614	Lift Station 582 - 23000 LAGOON LANE
615	Lift Station 583 - 16830 John F Kennedy Blvd
616	Lift Station 584 - 4211 WILL CLAYTON PARKWAY
617	Lift Station 586 - 8814 Rutherford Ln.

618	Lift Station 587 - 878 Grenshaw St.
619	Lift Station 588 - 1819 W. Mount Houston Rd.
620	Lift Station 589 - 815 Shirkmere
621	Lift Station 590 - 5510 ROCKY TRAIL DR
622	Lift Station 591 - 5725 RIVERCHASE TRAIL
623	Lift Station 592 - 10601 Westpark Dr.
624	Lift Station 593 - 3840 S. Eldridge Parkway
625	Lift Station 596 - 11217 Hall Rd.
626	Lift Station 597 - 13955 Barnhart
627	Lift Station 598 - 8701 COOK RD.
628	Lift Station 601 - 4000 Schurmier
629	Lift Station 602 - 9555 Minnesota
630	Lift Station 604 - 303 RAMSEY LN
631	Lift Station 605 - 1709 WILDCAT LN
632	Lift Station 607 - 14750 MESA VILLAGE DR
633	Lift Station 608 - 9701 Lawndale St.
634	Lift Station 610 - 11401 Martindale Rd.
635	Lift Station 616 - 1102 N Royal Point Dr
636	Lift Station 617 - 4418 SOUTH KIRKWOOD
637	Lift Station 619 - 13131 North Freeway
638	Lift Station 620 - 801 N. Vealasco St.
639	Lift Station 621 - 1855 W. Bay Area Blvd.
640	Lift Station 622 - 13846 LAKE LIVINGSTON DR
641	Lift Station 623 - 14222 Gulf Fwy
642	Lift Station 626 - 7659 Streamside Dr
643	Lift Station 628 - 6211 ASPEN PASS DR
644	Lift Station 629 - 6915 1/2 East Orem Dr.
645	Lift Station 630 - 4214 DALMATIAN DRIVE
646	Lift Station 631 - 11515 Pearland Parkway
647	Lift Station 632 - 3719 Willowic
648	Lift Station 633 - 1202 Houston Ave.
649	Lift Station 3191 - 1807 Wickchester

EXHIBIT A-3

HAS MANAGED FACILITIES LIST

The following Houston Airport System ("HAS") managed properties are defined as "Facilities" covered by this Agreement, subject to the addition and deletion of properties in accordance with Section 27.0 of Exhibit A.

	Houston Airport System (IAH and HOU)
650	North Vehicle Gate 13 - 2800 N. Terminal Rd.
651	West Vehicle Gate 51- 2800 N. Terminal Rd.
652	North Vehicle Gate 53 - 2800 N. Terminal Rd.
653	Terminal C Gate 2 - 2800 N. Terminal Rd.
654	Terminal B Loading Dock - 2800 N. Terminal Rd.
655	Terminal C North Loading Dock - 2800 N. Terminal Rd.
656	Terminal C South Loading Dock -2800 N. Terminal Rd.
657	Terminal D Loading Dock - 2800 N. Terminal Rd.
658	Terminal E Loading Dock - 2800 N. Terminal Rd.
659	Federal Inspection Service Loading Dock - 2800 N. Terminal Rd.
660	Checkpoint Gate 10 - 2800 N. Terminal Rd.
661	Checkpoint Gate 12 - 2800 N. Terminal Rd.
662	Checkpoint Gate 30/31 - 2800 N. Terminal Rd.
663	Checkpoint Gate 70/71 - 2800 N. Terminal Rd.
664	Security Inspection Display Area Westside - 7800 Airport Blvd.
665	Security Inspection Display Area Eastside -7800 Airport Blvd.
666	Central Concourse Loading Dock - 7800 Airport Blvd.
667	Federal Inspection Service Loading Dock - 7800 Airport Blvd.
668	Terminal Security Checkpoint - 7800 Airport Blvd.

EXHIBIT B – FEE SCHEDULE

First Year Description/Position Title	Minimum Hourly Wage (Exhibit A §26.3)	Hourly Wage Rate Charged to City
Unarmed Security Officer	\$11.25	\$16.06
Armed Security Officer	\$12.75	\$18.13
Armed Roving Patrol Security Officer	\$12.75	\$18.13
Field Supervisor Officer/Sergeant	\$12.75	\$18.13
Lieutenant Shift Supervisor	\$13.75	\$19.52
Captain Site Supervisor Officer	\$14.50	\$20.55
Project Manger	\$16.25	\$22.97
Control Room Operator	\$13.00	\$18.48
Special Event Officer (Unarmed)	\$16.88	\$23.85
Special Event Armed Officer	\$17.88	\$25.23
Special Event Officer (Armed)	\$21.75	\$30.58

Second Year Description/Position Title	Minimum Hourly Wage (Exhibit A §26.3)	Hourly Wage Rate Charged to City
Unarmed Security Officer	\$11.50	\$16.40
Armed Security Officer	\$13.00	\$18.48
Armed Roving Patrol Security Officer	\$13.00	\$18.48
Field Supervisor Officer/Sergeant	\$13.00	\$18.48
Lieutenant Shift Supervisor	\$14.00	\$19.86
Captain Site Supervisor Officer	\$14.75	\$20.90
Project Manger	\$16.50	\$23.32
Control Room Operator	\$13.25	\$18.82

Second Year Description/Position Title	Minimum Hourly Wage (Exhibit A §26.3)	Hourly Wage Rate Charged to City
Special Event Officer (Unarmed)	\$17.25	\$24.38
Special Event Armed Officer	\$18.25	\$25.74
Special Event Officer (Armed)	\$22.13	\$31.10

Third Year Description/Position Title	Minimum Hourly Wage (Exhibit A §26.3)	Hourly Wage Rate Charge to City
Unarmed Security Officer	\$11.75	\$16.75
Armed Security Officer	\$13.25	\$18.82
Armed Roving Patrol Security Officer	\$13.25	\$18.82
Field Supervisor Officer/ Sergeant	\$13.25	\$18.82
Lieutenant Shift Supervisor	\$14.25	\$20.21
Captain Site Supervisor Officer	\$15.00	\$21.24
Project Manger	\$16.75	\$23.66
Control Room Operator	\$13.50	\$19.17
Special Event Officer (Unarmed)	\$17.63	\$24.88
Special Event Officer (Armed)	\$18.63	\$26.26
Special Event Supervisor	\$22.50	\$31.62

First Option Year Description/Position Title	Minimum Hourly Wage (Exhibit A §26.3)	Hourly Wage Rate Charge to City
Unarmed Security Officer	\$12.00	\$17.09
Armed Security Officer	\$13.50	\$19.17
Armed Roving Patrol Security Officer	\$13.50	\$19.17

First Option Year Description/Position Title	Minimum Hourly Wage (Exhibit A \$26.3)	Hourly Wage Rate Charge to City
Field Supervisor Officer/Sergeant	\$13.50	\$19.17
Lieutenant Shift Supervisor	\$14.50	\$20.55
Captain Site Supervisor Officer	\$15.25	\$21.59
Project Manger	\$17.00	\$24.01
Control Room Operator	\$13.75	\$19.51
Special Event Officer (Unarmed)	\$18.00	\$25.40
Special Event Officer (Armed)	\$19.00	\$26.78
Special Event Officer (Armed)	\$22.88	\$32.14

Second Option Year Description/Position Title	Minimum Hourly Wage (Exhibit A \$26.3)	Hourly Wage Rate Charge to City
Unarmed Security Officer	\$12.25	\$17.44
Armed Security Officer	\$13.75	\$19.51
Armed Roving Patrol Security Officer	\$13.75	\$19.51
Field Supervisor Officer/Sergeant	\$13.75	\$19.51
Lieutenant Shift Supervisor	\$14.75	\$20.90
Captain Site Supervisor Officer	\$15.50	\$21.93
Project Manger	\$17.25	\$23.86
Control Room Operator	\$14.00	\$19.86
Special Event Officer (Unarmed)	\$18.38	\$25.92
Special Event Armed Officer	\$19.38	\$27.30
Special Event Officer (Armed)	\$23.25	\$32.65

Miscellaneous Charges During First Year Through Second Option Year:	
Fee or Cost	Amount
Patrol Car Rental Per Month, Cost Plus Percentage Markup	Cost plus 0.05% mark-up
Patrol Truck Rental Per Month, Cost Plus Percentage Markup	Cost plus 0.05% mark-up
Patrol SUV Rental Per Month, Cost Plus Percentage Markup	Cost plus 0.05% mark-up
Fuel Markup, Cost Plus Percentage Markup	Cost plus 0.05% mark-up

EXHIBIT C

DRUG POLICY COMPLIANCE AGREEMENT

I, _____ as an officer or officer o f
(Name) (Print/Type) (Title)

(Name of Company) (Contractor)

Have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a Notice to Proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

Date

Contractor Name

Signature

Title

EXHIBIT D

**CONTRACTOR'S CERTIFICATION
OF NO SAFETY IMPACT POSITIONS
IN PERFORMANCE OF A CITY CONTRACT**

(Name)

(Title)

as an owner or officer of _____ (Contractor)
(Name of Company)

have authority to bind the Contractor with respect to its bid, and hereby certify that Contractor has no employee safety impact positions, as defined in §5.18 of Executive Order No. 1-31, that will be involved

in performing _____
(Project)

Contractor agrees and covenants that it shall immediately notify the City of Houston Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

(Date)

(Typed or Printed Name)

(Signature)

(Title)

EXHIBIT E
DRUG POLICY COMPLIANCE DECLARATION

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)

(Contractor)

(Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from _____ to _____, 20____.

Initials A written Drug Free Workplace Policy has been implemented and employees notified.
The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

Initials Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31. Employees have been notified of such procedures.

Initials Collection/testing has been conducted in compliance with federal Health and Human Services (HHS) guidelines.

Initials Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is _____.

From _____ to _____ the following test has occurred
(Start date) (End date)

	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
Number Employees Tested	_____	_____	_____	_____
Number Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

Initials Any employee who tested positive was immediately removed from the City worksite consistent with the Mayor's Policy and Executive Order No. 1-31.

Initials I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

(Date)

(Typed or Printed Name)

(Signature)

(Title)

**EXHIBIT F
PERFORMANCE BOND**

**THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

_____, ("Principal") and _____, ("Surety"), shall pay to the City of Houston, Texas ("City"), the sum of \$_____ in accordance with the terms and conditions stated below:

On or about this date, the Principal executed a _____ Agreement in writing with the City for _____ ("Agreement"), which is incorporated into this Bond.

The conditions of this obligation are that if the Principal performs its obligations under the terms of the Agreement and this Bond in all respects, then this obligation is void and has no further force and effect; otherwise this obligation remains in effect and the sum of \$_____ is payable to the City on demand.

The Surety relieves the City and its representatives from the exercise of any diligence whatever in securing the Principal's compliance with the terms of the Agreement, and the Surety waives any notice to it of the Principal's default or delay in the performance of the Agreement. The Surety shall take notice of and is held to have knowledge of all acts or omissions of the Principal, its agents, and representatives in all matters pertaining to the Agreement.

The City and its representatives may at any time, without notice to the Surety, make any changes in the terms and conditions of the Agreement, or extend it, and may add to or deduct from the Principal's obligations under the Agreement. Such changes, if made, do not in any way relieve, release, condition, or limit the obligation in this Bond and undertaking or release the Surety therefrom.

SURETY AND PRINCIPAL AGREE TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, AND REPRESENTATIVES FROM ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, DAMAGES, FINES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY FAILURE ON THE PART OF THE PRINCIPAL, ITS AGENTS, AND REPRESENTATIVES, TO FULLY PERFORM UNDER THE AGREEMENT, INCLUDING ANY CHANGES OR EXTENSIONS TO IT.

If the City brings any suit or other proceeding at law on the Agreement or this Bond, or both, the Principal and the Surety shall pay to the City the additional sum of 10 percent of whatever amount the City recovers, which sum of 10 percent is agreed by all parties to be indemnity to the City for the expense of and time consumed by its City Attorney, his or her assistants, and office staff, and other costs and damages to the City. The amount of 10 percent is fixed and liquidated by the parties because the exact damage to the City would be difficult to ascertain.

This Bond and all obligations created under it shall be performable in Harris County, Texas, and all are non-cancelable. This Bond must be automatically renewed annually on the anniversary of the effective date of the Bond for the term of the Agreement and any extensions, unless the Surety gives the Principal and the City 30 days written notice before the renewal date that the Surety will not renew this Bond, in which case the Principal shall provide the City with a replacement bond (in the same form as this Bond) before the renewal date. The provisions of V.T.C.A., Government Code Section 2253, as amended, control even though the Statute may not be applicable.

All notices required or permitted by this Bond must be in writing and are deemed delivered on the earlier of the date actually received or the third day following: (1) deposit in a United States Postal Service post office or receptacle; (2) with proper postage (certified mail, return receipt requested); and (3) addressed to the other party at the address set out on the signature page of this Bond or at such other address as the receiving party designates by proper notice to the sending party.

This Bond is effective on _____ and is binding on the Principal and the Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

EXECUTED in multiple originals this _____ day of _____, 19 _____.

ATTEST/SEAL: (if a corporation)
WITNESS: (if not corporation)

(Name of Principal)

(Address of Principal)

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

ATTEST/SEAL
SURETY WITNESS:

(Name of Surety)

(Address of Surety)

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

REVIEWED:

Assistant City Attorney
P. O. Box 1562
Houston, TX 77251

Exhibit G

CJIS Systems Access Policy

Contractor shall comply with the most current version of the U.S. Department of Justice's Criminal Justice Information Services (CJIS) Policy which can be downloaded from their website:

<https://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center>

EXHIBIT H
Pay or Play Program Acknowledgment Form 1 (POP 1 Form)



City of Houston
Pay or Play Program
Acknowledgement Form

Form POP- 1



It has been determined that the project currently open for bidding meets the criteria of the City of Houston Pay or Play program. This form acknowledges your awareness of the Pay or Play program which is authorized by Ordinance 2007-534. Your signature below affirms that you will comply with the requirements of the program if you are the successful bidder/proposer, and ensure the same on behalf of subcontracts subject to the Pay or Play Program.

I declare under penalty of perjury under the laws of the State of Texas that if awarded this contract which meets the criteria for the City of Houston's Pay or Play Program, I will comply with all requirements of the Pay or Play Program in accordance with Executive Order 1-7.

***Fill out all information below and submit this form with your bid/proposal packet.**

S19-L25385

Solicitation Number

Jeff Bohling

Digitally signed by Jeff Bohling
DN: cn=Jeff Bohling, o=Norred & Associates,
inc., ou, email=jbohling@norred.com, c=US
Date: 2015.06.23 10:37:31 -0400

Signature

06/08/2015

Date

Jeff Bohling

Print Name

VS0000078855

City Vendor ID

Norred & Associates, Inc.

Company Name

404-761-5058

Phone Number

jbohling@norred.com

Email Address

Note: For more information contact your POP Liaison or the POP Contract Administrator. All contact information can be found on www.houstontx.gov → Departments → Office of Business Opportunity → Pay or Play.

EXHIBIT I
Pay or Play Program Certification of Agreement (POP 2 Form)



City of Houston
Certification of Compliance with
Pay or Play Program

Form POP-2



Contractor Name: Norred & Associates, Inc.

(Contractor/Subcontractor)

\$ 63,263,189.74
(Amount of Contract)

Contractor Address: 1003 Virginia Ave, Suite 200, Atlanta, GA 30354

Project No.: [GFS/CIP/AIP/File No.] S19-L25385

Project Name: [Legal Project Name] Security Guard Services

POP Liaison Name: _____

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534 and Executive Order 1-7, Contractor/Subcontractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree EITHER to PAY or to PLAY for all covered employees. The Contractor/Subcontractor may also Pay on behalf of some covered employees and Play on behalf of other covered employees.

The Contractor/Subcontractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program requirements of the Pay or Play Program (See Executive Order 1-7 for the terms of the Pay or Play program) The criteria of the program is as follows:

The Contractor/Subcontractor agrees to "Pay" \$1.00 per hour for work performed by covered employees under the contract with the City. If independent contract labor is utilized the Contractor/Subcontractor agrees to report hours worked by the independent contract laborer and pay \$1.00 per hour for work performed.

Otherwise the Contractor/Subcontractor agrees to "Play" by providing health benefits to each covered employee. The health benefits must meet the following criteria:

1. The employer will contribute no less than \$150 per employee per month toward the total premium cost for single coverage only; and
2. The employee contribution, if any amount, will be no greater than 50% of the total premium cost and no more than \$150 per month.
3. Pursuant to E.O. 1-7 section 4.04 a contractor is deemed to have complied with respect to a covered employee who is not provided health benefits if the employee refuses the benefits and the employee's contribution to the premium is no more than \$40 per month.

Please select whether you choose to:

Pay	Play	Both
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The Contractor/Subcontractor will file compliance reports with the City, which will include activity for covered employees subject to the program, in the form and to the extent requested by the administering department. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

Note: The Contractor is responsible to the City for the compliance of covered employees of covered subcontractors and only forms that are accurate and complete will be accepted.

*Estimated Number of:	Prime Contractor	Sub-Contractor
Total Employees on City Job	300	100
Covered Employees	300	100
Non-Covered Employees	0	0
Exempt Employees	0	0

*Required

I hereby certify that the above information is true and correct.

Contractor (Signature) [Signature]

Date 6/23/2017

Name and Title (Print or type) Jeff Robinson



ATTACHMENT 5

UNIFORMED SECURITY GUARD SERVICES, JUDICIAL AND GENERAL LOCATIONS,
TERM CONTRACT (RE-BID)

BID #17-015R/MB

SUBCONTRACTOR EXPERIENCE
CONTRACTS WITH SUBCONTRACTOR

This package must be plainly filled in with ink or typewritten.

This attachment is a single page attachment and must have firm name and be initialed when submitting with bid.

Palm Beach County will only contact clients to confirm and/or qualify supporting documentation supplied by bidder. DO NOT list clients that are unable to answer specific questions regarding these requirements.

CONTRACT VALUE SUMMARY	
CLIENT NAME	Palm Beach County, FL
SUBCONTRACTOR NAME	General Security Services
CONTACT PERSON	Luis Torres
PHONE NUMBER	561-649-3110
EMAIL	ltorres@generalsecurityguard.com
SUBCONTRACTOR PERCENTAGE PARTICIPATION	20%
SUBCONTRACTOR BEGINNING DATE	2014
SUBCONTRACTOR END DATE	Current
CLIENT NAME	Fulton County, GA
SUBCONTRACTOR NAME	Priority One Secutiy
CONTACT PERSON	Angelo Sykes
PHONE NUMBER	770-527-9202
EMAIL	priority1sec@aol.com
SUBCONTRACTOR PERCENTAGE PARTICIPATION	49%
SUBCONTRACTOR BEGINNING DATE	March 1, 2011
SUBCONTRACTOR END DATE	February 2017

FIRM NAME: Norred & Associates, Inc.

INITIALS 

SMALL BUSINESS PARTNERSHIP

Norred & Associates, Inc. believes in, and advocates the use of small, women, minority, disadvantaged and disabled veteran owned businesses when pursuing contracts. We are proud to comply with, and fully support, the SBE/DBE goals set forth in the RFP. We have proudly partnered up with **General Security Services, LLC.**, who will be administering **20%** of the contract. General Security will be responsible for staffing their portion of the contract, as well as managing their officers and equipment. Norred and General Security's partnership is driven by both companies high regard to customer service. We feel that through both companies combined efforts, Palm Beach County will be provided with a caliber of service that will exceed all expectations.

SBE MENTORSHIP PROGRAM

Norred & Associates, Inc. believes that constant communication between prime & subcontractor is the key to providing a joint effort that is seamless and beneficial to the client. Norred will hold regular meetings with General Security Services to enhance the open line of communication as well as address any areas of concern. Management on both sides will be readily available, 24/7, to address any questions in regards to contractual obligations, post orders, staffing, training, and general support to ensure that Palm Beach County receives the highest service possible.

The communication between Norred and General Security has already been established and proven effective. This communication begins during the procurement process, through the award of the contract, and it's duration.

Exhibit A
EMERGENCY CONTRACT
#750749/MB

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR VENDORS

GENERAL CONDITIONS

1. GENERAL INFORMATION

Vendor is advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between Palm Beach County and the vendor. Changes to this solicitation may be made only by written amendment issued by the County Purchasing Department. Vendor is further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department in writing. Vendor certifies that its response is made without reliance on any oral representations made by the County.

The obligations of Palm Beach County under this award are subject to the availability of funds lawfully appropriated for its purpose.

2. LEGAL REQUIREMENTS

- a. **COMPLIANCE WITH LAWS AND CODES:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the vendor shall in no way be a cause for relief from responsibility. The vendor shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Vendor certifies that all products (materials, equipment, processes, or other items supplied in response to this solicitation) contained in its response meets all ANSI, NFPA, and all other Federal and State requirements. Vendor further certifies that, if it is the vendor, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the vendor.

Any toxic substance provided to the County as a result of this solicitation or resultant contract shall be accompanied by its Safety Data Sheet (SDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the vendor and Palm Beach County for any terms and conditions not specifically stated in the solicitation.

- b. **DISCRIMINATION PROHIBITED:** Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, the vendor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression or genetic information. Per Resolution R-2014-1421, as may be amended, the vendor shall comply with the requirements set forth in Section 3.n. herein below.
- c. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The vendor is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the vendor's sole direction, supervision, and control. The vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the vendor's relationship, and the relationship of its employees, to the

COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

- d. **CRIMINAL HISTORY RECORDS CHECK ORDINANCE:** Pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County will conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees of vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be either a critical facility ("Critical Facilities") or a criminal justice information facility ("CJI Facilities"), which are critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2013-1470, as amended. In October 2013, compliance with the requirements of the U. S. Federal Bureau of Investigations CJI Security Policy was added to the Ordinance, which includes a broad list of disqualifying offenses. The vendor is solely responsible for understanding the financial, schedule, and / or staffing implications of this Ordinance. Further, the vendor acknowledges that its response includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE / FBI fees that shall be paid by the County.
- e. **PUBLIC ENTITY CRIMES:** F.S. 287.133 requires Palm Beach County to notify all vendors of the following: "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 response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses 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 F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

SCRUTINIZED COMPANIES (WHEN CONTRACT VALUE IS GREATER THAN \$1 MILLION): As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance of this solicitation, the VENDOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the County determines, using credible information available to the public, that a false certification has been submitted by VENDOR, the resulting Contract from this solicitation may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

- f. **NON-COLLUSION:** Vendor certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more vendors over other vendors. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with

— Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor bid list(s), and / or debarment or suspension from doing business with Palm Beach County.

g. **CONFLICT OF INTEREST:** Vendors shall disclose with their offer the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, all vendors shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent or more in the vendor's firm or any of its branches.

h. **SUCCESSORS AND ASSIGNS:** The County and the vendor each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither the County nor the vendor shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

i. **INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the vendor shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability, losses and / or causes of action which may arise from any negligent act or omission of the vendor, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and / or resultant contract.

j. **PUBLIC RECORDS, ACCESS AND AUDITS:** Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding vendor might consider to be confidential. All submitted information that the responding vendor believes to be confidential and exempt from disclosure (i.e., a trade secret, etc) must be specifically identified as such. Upon receipt of a public records request for information the vendor has designated as a trade secret or as otherwise exempt from Section 119.07, F.S., a determination will be made whether the identified information is, in fact, confidential.

The vendor shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, at the vendor's place of business.

Notwithstanding anything herein to the contrary, as provided under Section 119.0701, F.S., where the vendor: (i) provides a service and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the vendor is required to:

1. maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service;
2. provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided by Florida law;
3. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure of the vendor to comply with these requirements shall be a material breach of this Contract.

k. **INCORPORATION, PRECEDENCE, JURISDICTION:** This solicitation shall be included and incorporated in the final award. The order of contractual precedence shall be the solicitation document (original terms and conditions), response form, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be held in Palm Beach County and the contractual obligations shall be interpreted according to the laws of Florida.

l. **LEGAL EXPENSES:** The County shall not be liable to a vendor for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.

m. **NO THIRD PARTY BENEFICIARIES:** No provision of the resulting Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to the resulting Contract, including but not limited to any citizen or employees of the County and/or vendor.

3. SUBMISSION OF RESPONSE

a. **SUBMISSION OF RESPONSES:** Response must be submitted on the provided Emergency "RESPONSE" Form. Responses on vendor letterhead / quotation forms shall not be accepted. Responses must be signed by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE RESPONSE.** Responses are to be submitted to the Palm Beach County Purchasing Department no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container bearing the emergency contract number for proper handling.

b. **CERTIFICATIONS, LICENSES AND PERMITS:** Unless otherwise directed in sub-paragraph d. (Local Preference) or the Special Conditions of this bid, vendor should include with its bid a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the vendor shown on the bid response page. It shall also be the responsibility of the vendor to maintain a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete this contractual service at no additional cost to Palm Beach County. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the vendor should include the current Local Business Tax Receipt (Occupational License) issued to the vendor in the response. It is the responsibility of the vendor to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

c. **NON-EXCLUSIVE:** The County reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Palm Beach County reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.

d. **PERFORMANCE DURING EMERGENCY:** By submitting a response, vendor agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach County shall be given "first priority" for all goods and services under this contract. Vendor agrees to provide all goods and services to Palm Beach County during and after the emergency at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Vendor shall furnish a 24-

- Your phone number to the County in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute breach of contract and make the vendor subject to sanctions from doing further business with the County.

e. **VENDOR NON-DISCRIMINATION POLICY:** The vendor shall perform the following and shall use the attached form "Non-Discrimination Policy" in order to do the same:

1. Submit to Palm Beach County a copy of its non-discrimination policy, which shall be consistent with the non-discrimination policy of Palm Beach County as set forth in Section 2.b. hereinabove; OR
2. In the event that the vendor does not have a written non-discrimination policy or one that conforms to Palm Beach County's policy, the vendor shall sign and submit to Palm Beach County a statement affirming that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County Resolution R-2014-1421, as may be amended.

The vendor shall satisfy the requirements set forth in this Section 3.n. prior to execution of a contract with Palm Beach County and within a time frame specified by Palm Beach County (normally within 2 working days of request). The vendor's failure to satisfy the requirements set forth in this Section 3.n. shall render its response non responsive. It is the responsibility of the vendor to maintain a written or non-written non-discrimination policy that conforms with the County's policy as set forth in Section 2.b. hereinabove throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

4. CONTRACT ADMINISTRATION

- a. **DELIVERY AND ACCEPTANCE:** Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and delivery dates must be met. Should the vendor fail to deliver on or before the stated dates, the County reserves the right to CANCEL the order or contract and make the purchase elsewhere. The vendor shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for Palm Beach County has, by inspection or test of such items, determined that they appear to fully comply with specifications. The Board of County Commissioners may return, at the expense of the vendor and for full credit, any item(s) received which fail to meet the County's specifications or performance standards.

- b. **FEDERAL AND STATE TAX:** Palm Beach County is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the vendor, upon request. Vendors are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are vendors authorized to use the County's Tax Exemption Number in securing such materials.
- c. **PAYMENT:** Payment shall be made by the County after commodities / services have been received, accepted and properly invoiced as indicated in the contract and / or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation.

Note: Palm Beach County Vendors can now be paid by Credit Card via the County's voluntary Payment Manager Program. For vendors who don't have a merchant account, one is needed to utilize the Program. For vendors with a merchant account, you will need to enroll with the Palm Beach County Clerk & Comptroller's office. For information, contact the Palm Beach County Clerk & Comptroller at pbcpaymentmgr@mypalmbeachclerk.com or 561-355-3295.

- d. **CHANGES:** The Director of Purchasing, Palm Beach County, by

written notification to the vendor may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The vendor shall not amend any provision of the contract without written notification to the Director of Purchasing, and written acceptance from the Director of Purchasing or the Board of County Commissioners.

- e. **DEFAULT:** The County may, by written notice of default to the vendor, terminate the contract in whole or in part if the vendor fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates this contract in whole or in part because of default of the vendor, the County may procure goods and / or services similar to those terminated, and the vendor shall be liable for any excess costs incurred due to this action.

If it is determined that the vendor was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the vendor), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience".

- f. **TERMINATION FOR CONVENIENCE:** The Director of Purchasing may, whenever the interests of the County so require, terminate the contract, in whole or in part, for the convenience of the County. The Director of Purchasing shall give five (5) days prior written notice of termination to the vendor, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the vendor has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the vendor shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the vendor shall terminate outstanding orders and / or subcontracts related to the terminated work.

5. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS:** Pursuant to Palm Beach County Code, Section 2-421 – 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
6. **BUSINESS INFORMATION:** If vendor is a Joint Venture for the goods / services described herein, vendor shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

**Exhibit B
SPECIAL CONDITIONS
EMERGENCY CONTRACT
#750749/MB**

7. GENERAL /SPECIAL CONDITION PRECEDENCE – NOT USED

8. POST AWARD MEETING

Within five (5) days after receipt of notification of award of this emergency contract, the vendor shall meet with Palm Beach County Electronic Services & Security Division representative(s) to discuss job procedures and scheduling.

The vendor shall contact Gilbert Morales at (561) 233-0850 to arrange a meeting.

9. QUALIFICATION OF VENDOR

Vendor represents that:

A. Vendor has been in the security business a minimum of five (5) years within the past eight (8) years.

B. Vendor is licensed to contract the scope of work in Palm Beach County with the following:

1. Class "B" Security Agency, or Class "BB" Security Agency-Branch Office License, issued by the State of Florida, Division of Licensing.

10. CRIMINAL HISTORY RECORDS CHECK (Palm Beach International Airport) – LOT #1

SECURITY AND ACCESS at Palm Beach International Airport (PBI). All individuals working at the airport must pass a Criminal History Records Check (CHRC). All on-site personnel will require unescorted access authority onto the PBI Security Identification Display Area (SIDA), Sterile Area and the Air Operations Area (AOA), will be required to submit to a finger-print based Criminal History Records Check that does not disclose that the individual has a disqualifying criminal offense, as listed in 49 CRF 1542.209. When determining if an individual will be granted unescorted access to the AOA, the Department of Airports Security Office will apply the policies and procedures set forth in 1542.209. An individual has a disqualifying criminal offense if the individual has been convicted, or found not guilty by reason of insanity, of any of the disqualifying crimes listed in 1542.209 in any jurisdiction during the ten (10) years before the date of the individual's application for unescorted access authority. Fingerprinting at PBI is conducted electronically by the Airport Security Office, and submitted to the FBI after being reviewed by the designated authorized clearinghouse.

The fees are as follows: Criminal history check and fingerprinting - \$40.00 (check or money order only). Annual badge fee - \$15.00. Lost badge replacement - \$100.00. Non-Returned badges fee \$100.00. The vendor shall be responsible for these fees. In addition, all badges must be returned to the Department of Airports, Security Office upon termination of services or removal of any employees due to security violations. The Transportation Security Administration will take legal enforcement against persons (employees/employer) making any fraudulent or intentional false statements or entry on any security program, record application, report, access, or identification media, or any other document that is kept, made or used to show compliance. This applies to all *person* meaning an individual, firm partnership, corporation, company, association, joint-stock association, or governmental entity.

SECURITY AND IDENTIFICATION:

The vendor shall take all measures necessary to comply and ensure that vendor's employee(s) and subcontractors comply with the security rules and regulations of the County and Transportation Security Administration (TSA) and all federal, state and local rules, laws and regulations.

Employee(s) serving hereunder, shall not use controlled substances not prescribed for them, nor possess illegal substances on or off the Airport and shall not use alcohol on the County's premises nor preceding their work shift, when to do so would in any way effect the performance of the services.

Each employee of the vendor engaged in furnishing services hereunder shall be subject to a criminal history records check and/or Security Threat Assessment as required by TSA. The vendor shall pay the then current fee established by Airports for

each employee, for fingerprinting and processing. Each employee of the vendor performing services on-site shall also attend the required Security Identification Display Area (SIDA) training and comply with all applicable security rules and regulations.

The Contract Manager who will sign the PBIA Unescorted Media Application form for his organization shall attend the yearly Signatory Authority Training Class.

The County shall have the right to request any additional investigative background information including, but not limited to, the employment record of any personnel assigned to perform the services. The vendor shall furnish in writing such information to the extent allowed by law within thirty (30) calendar days after receipt of written request from the County. The County reserves the right to conduct its own investigation of any employee of the vendor. The vendor shall remove from service on the airport any employee of the vendor who, in the opinion of the County is not performing the services in a proper manner, or who is incompetent, disorderly, abusive, dangerous, or disruptive or does not comply with rules and regulations of the County. Such removal shall in no way be interpreted to require dismissal or other disciplinary action of the employee by the vendor.

Permanent and temporary personnel shall comply strictly with Airports access and security requirements, as well as any other rules and regulations governing conduct on the Airport including but not limited to the Airports Rules and Regulations.

Resolution No. R-98-220, Airport Rules and Regulations shall be complied with in its entirety.
(http://library8.municode.com/defaulttest/home.htm?infobase=10323&doc_action=whatsnew).

At the beginning of the initial contract term, the County shall provide at no cost to the vendor one (1) Airport Security Badge for each employee of the vendor performing services under this contract. The vendor shall pay the County the then current fee established by Airports for lost or replacement badges, or for badges not returned to the County upon termination or transfer of an employee. Upon termination or transfer of any employee of the vendor, the vendor shall immediately notify the County in writing of such termination or transfer, and shall immediately obtain and return to the County all identification badges or access devices for said employee that allow access to any airport area.

The vendor shall prevent any of its employees from opening, tampering with, using or moving any item of equipment, telephones, storage containers, desks, etc. or entering into any area unless required in the performance of these services.

Vendor shall establish, implement and maintain procedures and controls to ensure each employee of the vendor complies with all applicable provisions of the contract and all site rules and practices of the County. Additionally, each employee of the vendor shall use a recording time clock and time card at the beginning and end of their respective work shifts to indicate hours worked.

Vendor shall insure that lost, or apparently lost articles, found by the vendor's employee(s) be turned in immediately to the County or its designated representative.

11. CRIMINAL HISTORY RECORDS CHECK – (LOT #2 AND LOT #3)

This contract includes sites and/or buildings which have been designated as "critical facilities" pursuant to Ordinance 2003-030 and Resolution R-2013-1470, as may be amended. Therefore, prior to the award of any contract, the recommended awardee(s) must comply with all the requirements of this solicitation, i.e. Criminal History Records Check Ordinance. County staff representing the user Department will contact the recommended awardee(s) and provide additional instructions for meeting the requirements of this Ordinance. A contract shall not be awarded unless the recommended awardee meets the requirements established by the Electronic Services and Security Division of the Facilities Development and Operations Department.

The County shall have the right to request any additional investigative background information including, but not limited to, the employment record of any personnel assigned to perform the services. The vendor shall furnish in writing such information to the extent allowed by law within thirty (30) calendar days after receipt of written request from the County. The County reserves the right to conduct its own investigation of any employee of the vendor. The vendor shall remove from service any employee of the vendor who, in the opinion of the County is not performing the services in a proper manner, or who is incompetent, disorderly, abusive, dangerous, or disruptive or does not comply with rules and regulations of the County. Such removal shall in no way be interpreted to require dismissal or other disciplinary action of the employee by the vendor.

12. AWARD (ALL OR NONE)

Palm Beach County shall enter into this contract with the responsive, responsible vendor on an all-or-none, total offer basis. Therefore, it is necessary for a vendor to except every item in order to have the contract considered. It is also required that the vendor carefully considers each item, and make sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications the entire contract will be considered non-responsive.

13. METHOD OF ORDERING (TERM CONTRACT)

A contract shall be issued for a term of twelve (12) months. Vendor agrees to honor Hourly Rates shown in the Price Proposal (Exhibit D) until October 27, 2016. Thereafter, on October 28, 2016, the County will increase the rates by 3%.

14. RESPONSE TIME

Within two (2) hours of a post being vacated due to absenteeism, or for a Uniformed Security Guard being relieved of his post or for any other reason, vendor is required to re-fill the post with a qualified individual.

15. INSURANCE REQUIREMENTS**A. SECURITY GUARD COMMERCIAL GENERAL LIABILITY/PROFESSIONAL (E&O) LIABILITY**

The vendor shall agree to maintain Security Guard Commercial General Liability and Security Guard Professional (E&O) Liability. The coverage's may be provided by the same policy or written separately. When the two coverage's are provided by the same policy the higher limit, including specified coverage's and conditions, shall apply. The following coverage's, limits and conditions shall agree to be maintained.

Security Guard Commercial General Liability shall have a minimum limit of **\$1,000,000** per occurrence combined single limit for bodily injury and property damage liability. Coverage shall include, but not limited to, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage.

Security Guard Professional E&O Liability shall have a minimum limit of **\$1,000,000** per occurrence combined single limit. The coverage shall include, but not be limited to, Personal Injury, Assault & Battery, False Arrest, & Firearms. A self-insured retention shall not be greater than **\$10,000**, unless approved by the County's Risk Management Department. When written on a "Claims-Made" basis, the vendor shall agree to purchase and pay for any Supplemental Extended Reporting Period offered for a time limit not less than three (3) years. A combination primary and excess layered program may satisfy the limit requirement.

B. BUSINESS AUTO LIABILITY

Vendor shall maintain Business Auto Liability with minimum limits of **\$500,000** per occurrence combined single limit for bodily injury and property damage liability. Coverage shall include all Owned Autos, Hired-Auto, and Non-Owned Auto Liability coverage under a separate policy or endorsed to the Security Guard Commercial General Liability.

C. WORKER'S COMPENSATION & EMPLOYERS LIABILITY

Vendor shall maintain Worker's Compensation & Employers Liability applying to ALL employees for Statutory Limits in compliance with Florida Statute 440.02 and applicable federal laws. Coverage must include Employers Liability with minimum limits of \$100,000 Each Accident, \$500,000 Disease-Policy Limit, and \$100,000 Disease-Each Employee. A Certificate of Exemption from the Worker's Compensation Law shall not satisfy this requirement unless submitted for review and approval by the County's Risk Management Department.

D. ADDITIONAL INSURED CLAUSE

Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly confirm that coverage required by the Contract has been endorsed to include Palm Beach County as an Additional Insured.

E. OTHER INSURANCE CONDITIONS

Required insurance may be subject to the review and acceptance by County as to types of coverage, forms, and acceptability of the insurers, who shall be authorized and licensed to do business under the insurance laws of the State of Florida.

The requirements contained herein as to types and limits, as well as County's approval of insurance coverage to be maintained by vendor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by vendor under the agreement.

Vendor shall agree the coverage's, including the Additional Insured endorsements, required by this agreement shall be primary as respects to County's insurance.

Vendor shall agree to deliver to County certificates of insurance, evidencing that such policies are in full force and

effect prior to the ratification of this agreement. Furthermore, said certificates of insurance shall provide thirty (30) days written notice to County prior to any adverse change, cancellation, or non-renewal of coverage there under.

Vendor shall agree to monitor and enforce the same insurance requirements referenced above with any subcontractors with whom the vendor has subcontracted work or services to.

16. PAYROLL RECORDS

Vendor shall make available upon request all payroll records which pertain to employees assigned to a County facility under this contract when required to reconcile billing.

17. RECORDS AND AUDITS

The vendor shall keep orderly and complete records of its accounts and operations and shall keep open these records to inspection by County personnel at reasonable hours during the entire term of this contract, plus three (3) years after the ending date of this contract. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond this period, the records shall be maintained until all litigation, claim or audit findings involving the records have been resolved. Any person duly authorized by the County shall have full access to and the right to examine any of the said records during said period, and the County shall bear the costs of all audits.

**Exhibit C
SPECIFICATIONS
EMERGENCY CONTRACT
#750749/MB**

1. PURPOSE AND INTENT

The sole purpose and intent of this emergency contract is to secure firm, fixed hourly rates and establish a term contract for Uniformed Security Guard Services at various locations throughout Palm Beach County to include Uniformed Security Guards A, B, and C, and Site/Field Supervisors.

Services shall be in accordance with all terms, conditions and specifications listed herein. Additionally, services shall be completed in a professional manner and at the highest and most effective level of security services.

2. WORK HOURS AND LOCATIONS

Uniformed Security Guard services shall be required at various locations throughout Palm Beach County. Upon award of contract, the County shall coordinate mandated hours for security services with the vendor based on work location. The estimated quantity of hours is shown in Attachment "1". Palm Beach County reserves the right to increase or decrease the total hours as necessary to meet actual requirements.

3. START DATE

The start date for the vendor is July 12, 2016. This Contract supercedes and effectively terminates any prior agreements between the parties for similar services. In the event of a conflict, the terms of this Emergency Contract will prevail.

4. GENERAL REQUIREMENTS

The following requirements apply to all personnel and services that the vendor provides under this contract:

- A. Uniformed Security Guards, with the exception of the airport-based Uniformed Security Guard B level, may be located anywhere within Palm Beach County.
- B. The vendor shall at all times provide and maintain adequate numbers of properly trained personnel and an adequate supply of all necessary supplies and equipment in order to be able to fully and timely perform its obligations under this contract.
- C. Within two (2) hours of a post being vacated due to absenteeism, or for a Uniform Security Guard being relieved of his post or for any other reason, vendor is required to re-fill the post with a qualified individual. The vendor cannot allow previous post person to leave post until a relief person arrives.
- D. No Uniformed Security Guard assigned under this contract shall work more than twelve (12) continuous hours on a shift, unless approved by the County or on an as-needed basis for hold-overs.
- E. Uniformed Security Guards shall report for duty at the designated starting time, and shall not leave their assigned post until properly relieved by the relief Uniformed Security Guard or at the designated end of the shift if no relief Uniformed Security Guard is assigned.
- F. The vendor shall be responsible for preparing all work schedules in accordance with County site requirements and assuring that each posted shift is manned as required. Work schedules are to be submitted to the Contract Administrator in Microsoft Excel format on the 1st of each month for the following month and all work schedules must be approved by the Contract Administrator prior to being initiated.
- G. The vendor's representative shall schedule and hold regular monthly meetings with the Contract Administrator or County Representative to ensure that all services are satisfactory and meet the User Agency's requirements.
- H. If the Contract Administrator or County Representative requests a special meeting with the vendor's management to discuss the service or problems which have occurred, the vendor shall be responsive and have a representative meet with the user agency within twenty-four (24) hours (or at another time set by the User Agency).

- I. At the Contract Administrator's request, the Uniformed Security Guard(s) may be required to punch a time card utilizing a time clock and cards provided by the County. In these situations, the billing is to be reconciled utilizing the Time card(s). Any missed punches must be initialed by the Contract Administrator. Vendor will only bill the County for actual hours worked performing security work authorized under this contract.
- J. Whenever the vendor receives a new request to supply personnel under this contract, a member of the vendor's management shall set up a meeting with the Contract Administrator or designee to define requirements for the post and exchange contact information.
- K. The vendor shall be responsible for all damage to the facilities, work areas and County equipment that is caused in any way by the vendor, its officers, employees, agents, subcontractors, vendors, suppliers or invitees. In the event of any such damage, the County may repair such damage and/or replace any such equipment and the vendor shall reimburse the County for all expenses incurred by the County in doing so. The vendor shall reimburse the County for such expenses within fifteen (15) days after receipt of an invoice from the County. The County will provide County equipment as outlined in the approved Post Orders. This may include, but not limited to:
 1. Communications, either by radio or telephone.
 2. Weatherized golf cart, which shall be provided and maintained by the County.
- L. Uniformed Security Guards are prohibited from using any County owned or leased equipment such as copy machines, computers, fax machines, coffee makers, etc., without the express, written approval of the authorized County representative.
- M. All Post Orders shall be developed by the County and shall be site specific. Within one (1) week from bid award, the Post Orders shall be provided to the vendor for review and discussion regarding implementation. The vendor shall perform in accordance with the site-specific Post Orders established by the Contract Administrator. The County, at any time during the term of this contract, may make changes to Post Orders as it deems necessary. The County shall notify the vendor of such changes.
 1. The vendor shall provide written documentation for each staff person assigned to a post which shows the staff person has been trained on the proper operation and care of all equipment the staff member is required to use or operate while working at the post. The documentation shall include the staff member's name, the equipment on which the staff member was trained and the date of the training.
 2. Uniformed Security Guards shall be familiar with the physical makeup of the assigned facility and shall perform the duties as described in the Post Orders.
 3. Any/all vendor's personnel shall follow instructions and/or lawful orders given by the County.
 4. Under exigent circumstances, it may be necessary for the Contract Administrator to supply the vendor with changes to the Uniformed Security Guards' Post Orders as necessitated by the circumstances; the changes shall be within the scope of the contract.
 5. Uniformed Security Guards shall be responsive to the special requirements of County sites or activities conducted at County sites as outlined by Palm Beach County personnel. The special requirements will be addressed in the Uniformed Security Guards' Post Orders by the vendor and be within the scope of contract.
- N. No Uniformed Security Guard is to be assigned to any post without site-specific training by a qualified representative of the vendor who is familiar with the required duties of the site. Within one (1) week of assignment of new personnel, the vendor's account manager or supervisor shall meet with the Uniformed Security Guard to certify that s/he is thoroughly familiar with the Post Orders and required duties. Documentation shall be provided to the Contract Administrator certifying completion of this requirement.
- O. The County shall perform fingerprint-based criminal history record checks for all Uniformed Security Guards employed under this contract, before he/she is allowed unescorted access to critical County facilities. This requirement is in addition to any requirements of the vendor and will be done at the cost of the County, except as specified herein for Lot #1.
 1. This records check shall be performed at County expense, with the exception of the airport-based Uniformed Security Guard B category, as specified herein for Lot #1.
 2. Once the records check is complete, the Uniformed Security Guard will be issued an ID card.
 3. The vendor should allow a minimum of one (1) week for this process before assigning any Uniformed Security Guard to work without an approved escort.

NOTE: The vendor shall follow the Airport/TSA procedures with candidates to be assigned as Uniformed Security Guard B at the Airport.

- P. If any Uniformed Security Guard assigned to any post under this contract is arrested for any reason during the term of this contract, the vendor shall, upon becoming aware of such arrest, remove said Uniformed Security Guard from the facility immediately, while awaiting case disposition.
- Q. Any Uniformed Security Guard or Site/Field Supervisor that the County considers to be unsatisfactory shall be replaced at the County's discretion. Any vendor's employee requested removed by the County shall not be returned to duty at any County facility without prior written consent from the County.
- R. If vendor provides vacation or holiday time to its employees:
1. Qualified substitute employees shall be provided to perform the services during all such vacation or holiday periods.
 2. Substitute personnel shall meet any/all training specifications, and the vendor shall furnish such documentation upon request.
 3. The County shall pay the normal contracted hourly rate.
- S. The vendor represents that it is fully experienced and properly qualified to perform the class of services required by this contract and that is properly licensed, organized and financed to perform such work.
- T. The vendor shall act as an independent contractor and not as the agent of the County in performing the contract duties and maintaining complete control over its employees and all of its subcontractors.
- U. The vendor shall use its best efforts to coordinate its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of any tenants or occupants of the premises, or be offensive to others at any facility.
- V. The County shall not be responsible for any travel expenses or parking fees of the vendor unless specifically provided in the contract. The vendor's Uniformed Security Guards shall park in the parking area provided for County employees at each user agency.
- W. Uniformed Security Guards shall remain alert at all times while on duty. **Sleeping while on duty is absolutely prohibited.** Any Uniformed Security Guard found sleeping on duty is to be removed and not assigned to another County facility.
- X. Uniformed Security Guards shall take action, as required, for each situation encountered and report immediately or next business day to the appropriate User Agency contact person.
- Y. Uniformed Security Guards shall be required to log all after-hours persons into/out of the assigned facility. Proof of identification shall be required for persons entering after-hours. Uniformed Security Guards shall be required to check badges to determine if vendors or contractors are permitted to have unescorted access to certain critical County facilities.
- Z. Uniformed Security Guards are not permitted to watch television while on duty at any County facility.
- AA. Uniformed Security Guards are not permitted to smoke cigarettes within fifty feet (50') of any entrance door or air intake into the building and within designated smoking areas.
- BB. Uniformed Security Guards shall not solicit or accept gratuities for any reason whatsoever from employees, tenants, citizens or other persons using the premises.
- CC. No Uniformed Security Guard assigned under this contract shall work with less than eight (8) hours rest period between shifts, inclusive of any shift(s) worked at any other location not covered by this contract.
- DD. Uniformed Security Guards shall perform crowd control measures as required.
- EE. Uniformed Security Guards are prohibited from engaging in any illegal activities on Palm Beach County property.

FF. Uniformed Security Guards shall not have unauthorized visitors.

GG. Uniformed Security Guards shall be responsible for ensuring that all articles found by them are turned into the County or its agent in charge of such articles.

HH. Uniformed Security Guards shall perform other appropriate duties as outlined in the scope of this contract.

5. COUNTY'S RESPONSIBILITIES

The County shall:

- A. Designate an employee of Facilities Development & Operations, Electronic Security and Services Division as Contract Administrator who shall act on behalf of the County with respect to monitoring vendor's performance under this contract for all lots specified herein.
- B. Notify the vendor, in writing, of the name and contact information of the Contract Administrator at the time of award. The Contract Administrator shall have complete authority to require the vendor to comply with all provisions of this contract.
- C. Provide the vendor with all utility services generally available in all County facilities and required by the vendor to perform its obligations and functions under this contract.
- D. Be responsible for the normal operating costs (electricity, phone, data and gasoline) associated with County equipment.
- E. Coordinate the operations and activities of all County facilities in order to minimize interference with performance by the vendor.
- F. Provide, at the County's sole cost and expense, a reasonable amount of space for the storage of vendor's supplies and equipment. The vendor shall bear all risk of loss, damage or theft of such supplies and equipment.
 1. County is not obligated to vendor's sub-contractor.
 2. County shall not interfere with the vendor's relationship with its sub-contractor.
- G. The County shall be physically and financially responsible for the routine repair, maintenance and renewal/replacement of County equipment when due to normal use.
- H. The County's User Agencies shall not interfere with the vendor's relationship with its employees, the Uniformed Security Guards.

6. SEARCHES

The vendor hereby consents to, and agrees to cooperate with searches and/or inspections of its employees, its employees' handbags at any time at a County facility, as well as of its employees' lockers for any reason by the Contract Administrator or County Representative. The vendor hereby represents to the County that it will require its employees to consent to the above searches as part of the employment contract with each and every employee assigned to a County facility and make such consent a part of the employee file.

7. UNIFORMS

Uniformed Security Guards assigned under this contract shall wear a uniform approved by the Contract Administrator at all times while on duty.

A. Uniforms shall:

1. Identify the employing security service by name.
2. Bear the word "security" in a visibly evident location(s).
3. Be readily distinguishable from the uniforms of public police/PBSO.
4. Uniforms and patches may be customized for County/Court, but the customization must be mutually agreed upon prior to use.
5. All costs associated with customized uniforms shall be borne by the vendor.

- B. Uniformed Security Guards who are found to be wearing unauthorized uniforms, unkempt uniforms, or who exhibit a poor appearance, as determined by the Contract Administrator, shall be replaced in one (1) day by the vendor.
- C. All Uniformed Security Guards shall have and wear photo identification badges with full name at all times.

8. COMPLIANCE WITH RULES AND REGULATIONS

- A. The vendor shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Florida, Palm Beach County, and the applicable regulations of the County and any applicable rules, regulations or directives of any agency thereof. The County shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the vendor's performance of its obligations and functions hereunder. The vendor shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the County should reasonably request in connection with such challenge or contest by the County.
- B. The vendor shall keep current, at no cost to the County, all licenses and permits, whether Municipal, County, State or Federal, required for the performance of its obligations and functions hereunder and shall pay promptly when due all such fees.
- C. The vendor shall not do or keep anything at any County facility which will in any way conflict with any law, ordinance, rule or regulation which may now or hereafter be enacted or promulgated by any governing public authority or create a safety hazard at any County facility, or create a nuisance, or in any way obstruct or interfere with the rights of other users of any County facility, except as reasonably required in the performance of its obligation and functions hereunder; or commit or suffer to be committed any waste upon any County facility or use or allow any County facility to be used for any improper, immoral, unlawful or objectionable purposes. Any violation of the provisions in this paragraph will be deemed by the County to be a violation under this contract and shall entitle the County to all remedies for violations/penalties created herein or provided by law.

SCOPE OF WORK – LOT #1, LOT #2 AND LOT #3

9. POST ASSIGNMENTS

There are a variety of County facilities within Lots #1, #2 and #3 where the vendor's Uniformed Security Guards and Site/Field Supervisor (Lot #4) will be posted. Locations and estimated hours are identified in Attachment "1" for each site and level of Uniformed Security Guards and Site/Field supervisor.

10. MINIMUM PRE-EMPLOYMENT REQUIREMENTS

The vendor shall be capable of conducting comprehensive pre-employment checks of each person to be employed under this contract. The pre-employment check shall include, but not be limited to, the following:

- A. Qualifications of position;
- B. A social security check;
- C. A driver's license check;
- D. Verifiable work history as for the applicable position;
- E. Employment background check as required by Section 40 for the applicable position;
- F. Fingerprint based criminal history records check of FCIC/NCIC data bases as reported as of the date of the request and reflecting no disqualifying offenses pursuant to Ordinance 2003-030 and Resolution R-2003-1274;
- G. A completed job application which includes questions concerning whether he or she has ever been convicted of a crime, including details concerning the type of crime, the date of conviction and the penalty imposed, and whether the prospective employee has ever been a defendant in a civil action for intentional tort, including the nature of the intentional tort and the disposition of the action; and
- H. Interviewing the prospective employee.

11. MINIMUM JOB REQUIREMENTS

The vendor shall provide appropriately equipped and trained personnel who meet or exceed the minimum requirements for each service type. The vendor shall have available qualified, experienced, tested and well-trained competent reliable staff to fulfill the duties set forth in this scope of services. The vendor is responsible to keep all documentation that demonstrates their ability to meet the minimum requirements in each employees personnel file.

A. General Requirements

The following minimum requirements shall apply to all Uniformed Security Guards. Additional specific qualifications for Uniformed Security Guards A, B, C and Site/Field Supervisor will be listed later in this document.

1. The vendor shall provide proof that all security personnel performing services under this contract hold the State of Florida Class "D" Security Officer License and, when applicable, hold the State of Florida Class "G" Firearm License.
2. Education: Uniformed Security Guards shall possess, at a minimum, a high school diploma or it's recognized equivalent certification.
3. Citizenship: Uniformed Security Guards shall be a citizen of the United States or possess the necessary authorization from the INS, pursuant to the Immigration Reform and Control Act of 1968 and regulations thereto.
4. Read, speak and write English: Uniformed Security Guards shall be fluent in reading English to complete post duties and read English-language identification badges, credentials and labels on bottles, cans, and packages. Uniformed Security Guards shall be fluent in English and be able to sufficiently understand English and to be able to sufficiently answer questions and give comprehensive directions in English.
5. Age Requirement: Uniformed Security Guards shall be twenty-one (21) years of age or older.
6. Uniformed Security Guards shall deal with the public in a professional and ethical manner.
7. Uniformed Security Guards shall communicate effectively, both verbally and in writing.
8. Uniformed Security Guards shall write reports, protect evidence and conduct themselves appropriately.
9. Uniformed Security Guards shall detect and prevent thefts and vandalism.
10. Uniformed Security Guards shall react and take appropriate measures in the event of fire, theft, vandalism or any other unusual situations, and contact the local law enforcement agency as required.
11. Uniformed Security Guards shall respond to threats (e.g., bomb threats or other weapons) through established procedures.

B. Physical Examination

Each Uniformed Security Guard shall be given a physical examination by a qualified physician, medical center, or hospital, to determine suitability for hire prior to assignment. The vendor shall pay for the cost of this physical examination. A physician's sign off that these conditions are met must be made available prior to assignment and a physical re-evaluation is required with each contract renewal. All personnel shall meet the following physical requirements:

1. Uniformed Security Guards shall be well proportioned as to height and weight to allow necessary movements to perform the job duties.
2. Uniformed Security Guards shall be in good health without physical defects or abnormalities that would interfere with the performance of duties.
3. Any other physical requirements as detailed in Minimum Job Requirements.
4. Vision: Uniformed Security Guards shall be able to distinguish color differences and have ability to distinguish color used in visual displays or badges, specifically red, green, blue and yellow; Uniformed Security Guards shall possess binocular vision correctable to 20/30 (Snellen).

5. Hearing: Uniformed Security Guards shall be capable of hearing ordinary conversation at fifteen (15) feet with either ear without benefit of a hearing aid; Uniformed Security Guards shall be able to hear and respond to spoken voice, audible alarms, and telephone calls in an operational setting.
6. Strength requirements: Uniformed Security Guards shall be able to lift repetitively up to forty (40) lbs. for long periods of time while standing.
7. Physical Condition: Uniformed Security Guards are to be in good physical condition as to be able to stand unassisted for a minimum of two (2) hours consecutively; Uniformed Security Guards shall be able to sit, stand, lift, and/or bend throughout a shift. Positions shall not be filled with "light duty" personnel.
8. Alertness: Uniformed Security Guards shall have the ability to remain alert throughout the duration of a shift.
9. Uniformed Security Guards shall have no communicable diseases.

12. REQUIRED BACKGROUND INVESTIGATION

- A. The vendor shall perform the following as a minimum background investigation for all Uniformed Security Guards:
 1. Require seven (7) years prior employment verification;
 2. Requires a "face to face" neighborhood check by an investigator licensed by the State of Florida whether employed or as a subcontractor to the vendor;
 3. Criminal records check (prior to assignment) FCIC, PALMS, NCIC;
 4. Drug test;
 5. Pre-employment personality assessment test;
 6. Credit check; and
 7. Five (5) character references plus two (2) developed by investigator.
- B. The vendor shall submit proof of completion of all background checks (including fingerprinting), as required by the County prior to assignment of post.
 1. The submittal for each employee shall be on the form "Palm Beach County Facility Pre-Assignment Checklist" which shall be provided to the vendor after award.
 2. The form shall be completed and signed by an authorized employee of the vendor with a copy retained in each employee file.

13. ADDITIONAL REQUIREMENTS FOR EACH UNIFORMED SECURITY GUARD LEVEL

A. UNIFORMED SECURITY GUARD A: (Lot #2 and Lot #3):

In addition to minimum job requirements specified herein for all Uniformed Security Guards employed under this contract, each Uniformed Security Guard A assigned to this contract shall meet one of the following criteria:

1. Either: A minimum of one (1) year satisfactory law enforcement or corrections experience; honorable discharge from the U.S. Military; a minimum of two (2) years of security work with above average performance ratings; or a minimum of one (1) year satisfactory security experience at a nuclear facility; and
2. Possess a current State of Florida Class D License (Unarmed Security Guard License).

A Uniformed Security Guard A is experienced and prepared to handle everyday situations. They will be responsible for assisting local law and emergency services personnel, answering calls, providing security by way of foot patrols, and assigned to fixed posts at crucial property locations. This Uniformed Security Guard is well versed in crowd control and must be able to handle the unexpected. They will provide detailed reporting as needed.

The minimum hourly-wage for a Uniformed Security Guard A is \$11.17 per hour.

B. UNIFORMED SECURITY GUARD B: (Lot #1 - PBIA)

In addition to minimum job requirements specified herein for all Uniformed Security Guards employed under this contract, each Security Guard B assigned to this contract must meet all of the criteria required for a Uniformed Security Guard A.

Furthermore, the Uniformed Security Guard B shall have the ability to secure and maintain clearance for an Airport Security Badge.

Uniformed Security Guards shall be able to climb/descend stairs.

Airport Uniformed Security Guard shall understand and comply with post orders.

The vendor is responsible for the Uniformed Security Guard B obtaining the required Airport Security Badge before starting work. The vendor shall fulfill all Airport/TSA requirements.

Once the criteria are satisfied, the Uniformed Security Guard Shall be required to pass the two (2) hour security training class at the Airport.

The minimum hourly-wage for a Uniformed Security Guard B is \$11.67 per hour.

C. UNIFORMED SECURITY GUARD C (ARMED) (Lot #2 and Lot #3)

In addition to minimum job requirements specified herein for all Uniformed Security Guards employed under this contract, each Uniformed Security Guard C assigned to this contract must meet all of the criteria required for a Security Guard A.

For Palm Tran Lot #3 only, a Uniformed Security Guard C is required to open the Palm Tran Central Facility at the start of their shift and close the facility at the end of business hours. This involves unlocking and locking the gates as well as site inspections to ensure the facility is free of public visitors prior to closing at the end of each business day.

Furthermore, the Uniformed Security Guard C must hold a current State of Florida G License (permit to carry a weapon), and must re-qualify as required by the State of Florida while assigned to this contract.

This Uniformed Security Guard can perform the same duties listed for the Uniformed Security Guard A, plus this Uniformed Security Guard carries a weapon.

The minimum hourly-wage for a Uniformed Security Guard C is \$12.18 per hour.

D. SITE / FIELD SUPERVISORS

A Site/Field Supervisor is required to be onsite and supervise the overall day to day operations and be the primary contact person responsible for all record keeping, training, integrity testing and all required correspondence and meeting participation with the Contract Administrator.

The vendor shall provide 2 full-time (40 hours per week) Site/Field Supervisors for all sites Uniformed Security Guard Services are contracted for.

Site/Field Supervisor shall meet the following criteria:

1. The Site/Field Supervisor shall meet the following requirements:
 - a. Meet all the job requirements set for a Uniformed Security Guard A, B and C.
 - b. Three (3) years continuous experience as a Security Supervisor with above average ratings.

2. Site/Field Supervisor responsibilities include, but is not limited to, the following:
 - a. Shall be authorized to represent the vendor and oversee its operations at all County facilities to ensure compliance with this contract and the proper performance of all duties.
 - b. Shall be available for periodic tours of the premises of any County facility with the Contract Administrator to address matters concerning the contract requirements.
 - c. Can be utilized to fill any open posts in a guard capacity for any hold-over.
3. The Site/Field Supervisor is subject to the continuous approval of the Contract Administrator. If at any time during the term of the contract, any individual in the capacity of Site/Field Supervisor is nominally performing in the sole opinion of the Contract Administrator, the vendor shall replace the unacceptable Site/Field Supervisor.

The minimum hourly-wage for a Site/Field Supervisor is \$13.70 per hour.

14. CONTRACT PERFORMANCE REQUIREMENTS

A. Communication:

1. Whenever possible, communication between vendor and County Contract Administrator is to be done via email.
2. Monthly meetings with County Contract Administrator and vendor are to be held.

B. Record Keeping:

The vendor is required to keep accurate, legible record keeping methods and shall submit as per the requirements listed below. All record keeping methods, reporting structure and spreadsheets are to be approved by the Contract Administrator. Type and frequency of reports could be altered, added or deleted at any time by the Contract Administrator during the term of the contract. Submission of all reports is to be done via email and in electronic format. The following minimum reports are required by the vendor:

1. Monthly incident logs - submitted monthly in Excel form approved by the Contract Administrator;
2. Incident reports - To be submitted to Contract Administrator by end of day on which incident occurred in electronic format;
3. Quarterly staffing report showing post staffing levels at all facilities to be submitted the beginning of each quarter in Excel format;
4. Payroll is to be submitted weekly and is to be broken out into Facility and listed by post positions. If at any time, a billing is submitted that is over or under the standard posts approved by the County, it shall be submitted uniquely marked;
5. Invoices for payroll shall be submitted on the 15th day and the last day of the month. Any invoice for over or under the standard posts approved by the County shall be uniquely marked;
6. Monthly work schedules - submitted monthly in Excel form approved by the Contract Administrator;
7. Disciplinary log - submitted as each occurrence happens in Excel form to the Contract Administrator.

15. TRAINING REQUIREMENTS

The vendor shall be responsible to provide pre-employment and annual employee training for all Uniformed Security Guard Levels in addition to providing any as-needed training.

While video training tapes may be used as a supplemental aid in the training course, the sole use of tapes is not acceptable. Written training materials and follow-up tests shall be used. All training materials, including manuals, video tapes, and tests shall be presented for approval by the Contract Administrator prior to the commencement of the services to be provided under this contract.

Copies of the completed course study, certifications and tests shall be attached to the Uniformed Security Guard's Certificate of Completion.

The vendor is required to have a single point of contact as the responsible party for all vendor based training and curriculum for vendor based training. The vendor shall be required to also train employees of any subcontract service(s) and maintain all records required by the contract.

A. PRE-EMPLOYMENT TRAINING

The vendor shall provide a minimum of forty (40) hours training for all Uniformed Security Guard Levels and Site/Field Supervisors. This training shall be completed prior to a post assignment. Any training required by the State of Florida to obtain a Class D and Class G license can be used to meet part of this requirement so long as the vendor can provide supporting documentation.

The County will **not** pay attendees for these training segments.

The training shall consist of the following:

1. Orientation
 - a. Role of Contract Security in a County facility
 - b. Role of Facility Management in the County facility
 - c. Role of Electronic Services and Security in the County facility
2. System Operations
 - a. Use of radios
 - b. Use of intercom
 - c. Use of CCTV
 - d. Use of access system
 - e. Operations of gates
3. Duties
 - a. Post Orders Review
 - b. Mail and delivery procedures (site specific, if applicable)
4. General Topics
 - a. First Aid (including CPR and automatic electronic defibrillation – AED operation)
 - b. Public relations – handling difficult persons
 - c. Crowd control
 - d. Sensitivity training

B. ANNUAL EMPLOYEE TRAINING

The vendor shall ensure that all Uniformed Security Guards A, B, and C have a minimum of six (6) hours annual training. Of the annual six (6) hour requirement of training hours, a minimum of two (2) hours of training are to be a refresher of the general pre-employment training curriculum, completed by the vendor, a minimum of two (2) hours of training is required for in site specific situational responses and a minimum of two (2) hours in-service training, which includes two (2) hours to be supplied by the vendor and two (2) hours to be supplied by the Contract Administrator.

The County shall pay vendor the Standard Hourly Labor Rate for the time in annual Employee Training up to six (6) hours annually. County will pay vendor straight time for these training segments after the vendor provides documentation on the invoice of training attended and evidence of attendance. No post can be reduced or vacated for any training requirement.

Any training required by the State of Florida to obtain a Class D and Class G license can be used to meet part of this requirement for in-service training, so long as the vendor can provide supporting documentation. This training shall be completed annually, at the vendor's cost, and shall be completed before the expiration of the previous training completion date.

The training shall consist of the following:

1. General Training Requirement includes, but is not limited to:
 - a. All Uniformed Security Guard Levels are to receive refresher training for the roles of Uniformed Security Guard in County facilities, system operations, security duties and all general topic items identified in the pre-employment training requirement; and
 - b. Review of the Post Orders for each facility and post they are assigned to.
2. Site Specific Training Requirement includes, but is not limited to:
 - a. Review of all equipment, responsibilities and requirements processes and procedures for the facility and post they are assigned to;
 - b. Fire Alarm and Emergency Evacuation;
 - c. Bomb threats and bomb threat evacuation; and
 - d. Panic and Door Alarm Procedures where required.
3. In-Service Training Requirement includes, but is not limited to:
 - a. Review of Post Orders;
 - b. Training for First Aid and CPR/AED in accordance with a nationally recognized training program, similar to the programs provided by the American Heart Association; and
 - c. Sensitivity training.

All training material, including manuals, video tapes, and tests shall be presented for approval by the Contract Administrator prior to the training be conducted. This training shall be completed annually and shall be completed before the expiration of the previous training completion date. Each Uniformed Security Guard is to sign an acknowledgment form indicating the understanding of this training and a Certificate of Completion is to be provided at the completion of the training. During the training sessions, post coverage cannot be reduced.

16. OBLIGATIONS OF PALM BEACH INTERNATIONAL AIRPORT ("AIRPORT") (Lot #1)

The Airport shall:

1. Provide, at no cost to the vendor, parking for all Uniformed Security Guards requested under this contract.
2. Pay for the cost of providing up to twelve (12) Airport Security Badges (exclusive of wages) for Uniformed Security Guards requested under this contract. This does not pertain to Airport Security Badges required for replacement Uniformed Security Guards assigned to the Airport due to turnover. These costs shall be borne by the vendor.

Costs to the vendor after the twelve (12) Airport Security Badges that are provided are:

- a. The cost for the criminal check and fingerprinting is forty dollars (\$40.00).
- b. There is an annual cost of fifteen dollars (\$15.00) for the ID usually collected in October (in excess of the twelve (12) allotted).
- c. There is a one hundred dollars (\$100.00) replacement fee for any lost Badge.

17. FAILURE TO PERFORM

The County's primary concern is the provision of reliable, professional, quality service for the County facilities as identified herein. Full compliance with all contract terms and conditions are expected and required, if the County is to avoid the harm which could result from a lapse in security. The vendor shall perform all its obligations and functions under this contract in accordance with the requirements and standards contained herein and in a professional and a businesslike manner so that all County facilities are kept and maintained in a secure condition.

The County and the vendor agree that performance of the work contained in this solicitation is essential to the safety and welfare of the public and the government's system and facilities, and agree that the damages, which the County will suffer in the event that the vendor is not compliant with the terms of this solicitation, are impossible to ascertain precisely and therefore, represents the parties reasonable estimate of such damages. Therefore, the County and vendor agree that the rates set forth below for specific non-compliant actions by the vendor are a reasonable estimate of the amount of damages which the County will suffer as a result of the non compliance. County and vendor agree that these liquidated damages are intended to be assessed as damages and not as a penalty or forfeiture provision.

18. VIOLATIONS/DAMAGES

Each occurrence of violation shall result in a five hundred dollar (\$500.00) assessment. Any assessment will be deducted off the vendor's next invoice.

1. Any administrative violation will result in an assessment being charged for each occurrence.
 - a. Failure to meet minimum personnel specifications.
 - b. Failure to provide minimum staffing levels as determined by the County.
2. Any non-compliance with the specific training requirements for the specific post (i.e., failure to provide the forty (40) hour pre-assignment or six (6) hour annual training).
3. Any performance based violation(s) which may compromise the security of a County facility or likewise jeopardize the safety of its occupants or visitors such as:
 - a. Failure to perform assigned post security responsibilities;
 - b. Sleeping on duty, or assignment of a Uniformed Security Guard without the specified rest period;
 - c. Assignment of a Uniformed Security Guard previously requested be removed by the County;
 - d. Late for duty;
 - e. Abandoning post;
 - f. Inappropriate behavior;
 - g. Improper or dirty uniform;
 - h. Failure to write a required report;
 - i. Improper State License (expired);
 - j. Improper reading material on post (e.g., newspapers, magazines, novels, etc.);
 - k. Unauthorized visitors on post;
 - l. Posted opened or closed late;
 - m. Cell phone use while on duty;
 - n. Inadequate writing skills;
 - o. Inadequate training;
 - p. Lack of supervision;
 - q. Violations of Local, State, or Federal laws, Regulations or Ordinances;
 - r. Criminal records check not complete/or hired;
 - s. Vendor personnel with criminal record in violation of requirement;
 - t. Difficulty in speaking or understanding English, and/or being understood by others;
 - u. Failure to have current Post Orders on post;
 - v. Invoicing discrepancies or inaccuracies;
 - w. Contract section violation(s);
 - x. Failure to notify the County of an arrest of personnel within 16 working hours; and
 - y. False or misleading statement(s) by Contract personnel.

NOTE: The vendor shall NOT pass along to its personnel any assessment of damages for infractions on any contract issued as a result of this solicitation.

DEFINITIONS

Contract holidays:	New Year's Day, 4 th of July, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.
Contract holiday rate:	Compensation shall be paid at the rate of 1.5 times the awarded standard hourly rate for actual time worked for any service performed on a COUNTY HOLIDAY.
Contract Administrator or County representative:	The person designated by the County to ensure all requirements of the Contract are met by the vendor. The County Contract Administrator is to be first point of contact between the vendor and the County. The County Contract Administrator's authority shall include, but not be limited to, the right to request copies of any contract required documentation, perform site inspections to ensure proper performance of services, and address any issues or concerns regarding the performance of the service or the performance of the vendor's staff.
County Equipment:	Equipment provided by the County for the use of the vendor in the performance of the required contractual services. The equipment may include but not limited to: handheld metal detectors, close circuit television systems, computer operated access control systems, computers, radios, paging systems, intercoms, golf carts and any other equipment as may be required or provided. The vendor is required to ensure staff is fully trained in the operation of any equipment provided by the County.
Emergency:	Emergency is defined as an unexpected situation or sudden occurrence involving the security services range of work and being of a serious nature that demands immediate action and response by the vendor.
Emergency rate:	Compensation for Emergency Work shall be paid at the rate of 1.5 times the awarded standard hourly rate for actual time worked.
Emergency response time:	Non-Routine Work ordered with less than FORTY EIGHT (48) hours notice before the time the work is required.
Non-routine work response time:	Shall start with no less than within <u>FORTY EIGHT (48)</u> hours from the time work is requested and be compensated at the "Standard Hourly Labor Rate".
Standard hourly labor rate:	Standard Hourly Labor Rate is defined as the rate provided on the bid response page. Standard Hourly rate shall commence upon arrival at site and terminate upon departure (actual time worked.) There shall be no additional compensation paid for mobilization, demobilization, travel or any other incidental expense. Standard Hourly Labor Rate is for work requested and completed Monday thru Friday and weekends, excluding the above noted County Holidays.

County User Agencies may contract for Uniformed Security Guards for locations throughout Palm Beach County. Therefore, the following list is only a guide of possible locations and possible hours for the purposes of this bid. Actual locations and number of hours may be different and may vary from time-to-time.

UNIFORMED SECURITY GUARD LEVEL	LOCATION	ESTIMATED HOURS PER WEEK
LOT #1 - PALM BEACH INTERNATIONAL AIRPORT		
B	PBIA – East Gate	304
Sub-Total for Uniformed Security Guard B		304
LOT #2 - PALM BEACH COUNTY GENERAL GOVERNMENT		
A	Community Services – MLK Blvd	40
A	Community Service – Philip Lewis Center	336
A	Highridge Family Center	26
A	PBC Library – Summit	50
A	PBC Library – Lantana	12
A	PBC Library – Boynton	44
A	PBC Library – South Bay	42
A	PBC Library – Pahokee	30
A	PBC Library – Okeechobee	20
A	PBC Library – Acreage	20
A	PBC Library – Belle Glade	41
A	John Prince Park	63
A	Project Related Facilities	20
Sub-Total for Uniformed Security Guard A		744
C	Water Utilities (Armed)	132.5
Sub-Total for Uniformed Security Guard C		132.5
LOT #3 - PALM TRAN		
C	Palm Tran North (Armed)	312
C	Palm Tran South (Armed)	84
C	Palm Tran West (Armed)	188
C	Palm Tran Intermodal (Armed)	113.5
Sub-Total for Uniformed Security Guard C		705.5
Site/Field Supervisors	Palm Tran Supervisor	40
Sub-Total for Site/Field Supervisor		40
LOT #4 - (FOR ALL LOCATIONS AS SPECIFIED HEREIN)		
Site/Field Supervisors	For All Locations As Specified Herein	80
Sub-Total for Site/Field Supervisor		80
Total Hours Per Week For All Levels		1986

**Exhibit D
PRICING PROPOSAL
EMERGENCY CONTRACT
#750749/MB**

LOT #1 - PALM BEACH INTERNATIONAL AIRPORT

ITEM NO.	LEVEL OF UNIFORMED SECURITY GUARD	ESTIMATED HOURS PER WEEK	STANDARD HOURLY LABOR RATE	TOTAL PER WEEK
1.	UNIFORMED SECURITY GUARD B(AIRPORTS/TSA)	304 hrs.	\$ 16.20	\$ 4924.80
SUB-TOTAL OFFER LOT #1:				\$ 4924.80

LOT #2 - PALM BEACH COUNTY GENERAL GOVERNMENT

ITEM NO.	LEVEL OF UNIFORMED SECURITY GUARD	ESTIMATED HOURS PER WEEK	STANDARD HOURLY LABOR RATE	TOTAL PER WEEK
1.	UNIFORMED SECURITY GUARD A	744 hrs.	\$ 15.44	\$ 11487.36
2.	UNIFORMED SECURITY GUARD C (ARMED)	132.5 hrs.	\$ 16.90	\$ 2239.25
SUB-TOTAL OFFER LOT #2:				\$ 13726.61

LOT #3 - PALM TRAN

ITEM NO.	LEVEL OF UNIFORMED SECURITY GUARD	ESTIMATED HOURS PER WEEK	STANDARD HOURLY LABOR RATE	TOTAL PER WEEK
1.	UNIFORMED SECURITY GUARD C (ARMED)	705.5 hrs.	\$ 16.90	\$ 11922.95
2.	SITE SUPERVISOR	40 hrs.	\$ 17.58	\$ 703.2
SUB-TOTAL OFFER LOT #3:				\$ 12626.15

FIRM NAME: Norman & Associates Inc.

**EXHIBIT D
PRICING
EMERGENCY CONTRACT
#750749/MB**

**UNIFORMED SECURITY GUARD SERVICES, GENERAL LOCATIONS,
TERM CONTRACT**

LOT #4- (FOR ALL LOCATIONS AS SPECIFIED HEREIN)

ITEM NO.	LEVEL OF UNIFORMED SECURITY GUARD	ESTIMATED HOURS PER WEEK	STANDARD HOURLY LABOR RATE	TOTAL PER WEEK
1.	SITE/FIELD SUPERVISOR	80 hrs.	\$ 17.58	\$ 1406.40
SUB-TOTAL OFFER LOT #4				\$ 1406.40
TOTAL OFFER LOTS #1 THROUGH #4				\$ 32683.96

Is Qualification of Bidders information included, per Term and Condition #9?

YES jm <INITIAL

Does Bidder clearly understand the Airports/Criminal History Records Check Fee requirement, per Term and Condition #10 & 11?

YES jm <INITIAL

Does Bidder clearly understand the Insurance requirement(s), per Term and Condition #15?

YES jm <INITIAL

*** PLEASE AFFIX SIGNATURE WHERE INDICATED**

(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

FIRM NAME: (Enter the entire legal name of the bidding entity)

DATE:

Norred & Associates Inc.

6/17/2016

*** SIGNATURE:**

PRINT NAME: JOE R. BOHLING

PRINT TITLE: Pres. Mgr.

ADDRESS: 1003 Virginia Ave, Suite 200

CITY / STATE: ATLANTA, GA 30354

ZIP CODE: 30354

TELEPHONE # (404) 787-6408

E-MAIL: JBOHLING@NORRED.COM

TOLL FREE # (800) 962-6363

FAX #: (404) 762-4272

APPLICABLE LICENSE(S)

NUMBER # 132900/30

TYPE: Security License, "B"

FEDERAL ID # 58-1446148

EXHIBIT E
NON-DISCRIMINATION POLICY
EMERGENCY CONTRACT
#750749/MB

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All vendors doing business with Palm Beach County are required to submit a copy of its non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, **prior** to entering into any contract with Palm Beach County. In the event a vendor does not have a written non-discrimination policy or one that conforms to Palm Beach County's policy, such vendor shall be required to check the applicable statement and sign below affirming it will conform to Palm Beach County's policy.

Check one:

☒ Vendor hereby acknowledges that it **does not** have a written non-discrimination policy or one that conforms to Palm Beach County's policy and Vendor hereby **acknowledges and affirms by signing below** that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

OR

☐ Vendor hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

OR

☐ Vendor hereby attaches its non-discrimination policy which does not conform to the policy of Palm Beach County; however, Vendor hereby **acknowledges and affirms by signing below** that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

NOTE:

Vendor's failure to either: (i) have a written or non-written non-discrimination policy in conformance with Palm Beach County's policy set forth above; or (ii) provide Palm Beach County with the information set forth above, will render vendor non-responsive.

Vendor shall notify Palm Beach County in the event it no longer maintains a written or non-written non-discrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.

BIDDER:

Nonnen & Associates Inc.
 Company Name
[Signature]
 Signature
JEFF BOHLIN
 Name (type or print)
President
 Title

EXHIBIT F
 DRUG-FREE WORKPLACE CERTIFICATION
 EMERGENCY CONTRACT
#750749/MB

IDENTICAL TIE BIDS/PROPOSALS - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087. provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids are received from vendors who have not submitted with their bids/proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/proposal, and received on or before time of bid opening to be considered. The failure to execute and/or return this certification shall not cause any bid/proposal to be deemed non-responsive.

Whenever two (2) or more bids/proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by Jeff Bolling the
 (Individual's Name)

President

(Title/Position with Company/Vendor)

of

Nimmer & Associates Inc.

(Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

[Signature]
 Signature

4/12/2012
 Date

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

PROJECT NAME OR BID NAME: Uniform Security Guard ServicesPROJECT NO. OR BID NO.: 750709 / MRNAME OF PRIME BIDDER: Norred & Associates, Inc.ADDRESS: 1003 Virginia Ave Atlanta, GA 30304CONTACT PERSON: Jeff BohlingPHONE NO.: 404-761-5058 FAX NO.: 404-762-4282BID OPENING DATE: 9-29-2015USER DEPARTMENT: purchasing

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

Name, Address and Phone Number	(Check one or both Categories)		Black	DOLLAR AMOUNT OR PERCENTAGE OF WORK			
	M/WBE	SBE		Hispanic	Women	Caucasian	Other (Please Specify)
General Security Services 5171 10th Ave. N 1. Greenacres, FL 33463	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	5%	5%	6%	4%	
2.	<input type="checkbox"/>	<input type="checkbox"/>					
3.	<input type="checkbox"/>	<input type="checkbox"/>					
4.	<input type="checkbox"/>	<input type="checkbox"/>					
5.	<input type="checkbox"/>	<input type="checkbox"/>					
(Please use additional sheets if necessary)			Total	5%	5%	6%	4%
Total Bid Price \$ <u>1,699,565.92</u>			Total SBE-M/WBE Participation Dollar Amount or Percentage of Work <u>20%</u>				

I hereby certify that the above information accurate to the best of my knowledge:

Signature Jeff Bohling Title President

Note:

1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
2. Firms may be certified by Palm Beach County as an SBE and/or M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount or percentage under the appropriate category.
3. M/WBE information is being collected for tracking purposes only.

OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor are SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: 750749/MB PROJECT NAME: Uniform Security Guard Service
TO: Norred & Associates, Inc.
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise ☒

Minority Business Enterprise ☒

Black ☐ Hispanic ☒ Women ☐ Caucasian ☐ Other (Please Specify) ☐

Date of Palm Beach County Certification: 2004

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No. Item Description	Qty/Units	Unit Price	Total Price/ Percentage
<u>Security Officers</u>			<u>20%</u>

at the following price or percentage.

(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.

Price or Percentage 20% General Security Services
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Julie M. Torres
(Print name of SBE-M/WBE Subcontractor)

By: [Signature]
(Signature)

(Print name/title of person executing on behalf
of SBE-M/WBE Subcontractor)

Date: 06-17-16

SBE-MWBE ACTIVITY FOR MONTH ENDING

PROJECT#:

750749 / MB

PROJECT NAME Uniform Security Fund Services

PRIME CONTRACTOR NAME Worred & Associates, Inc.

PROJECT SUPERVISOR Scott Turner

Schedule 3 is used to show the monthly payment activity for work performed by each SBE-M/WBE Subcontractor on the project and in conformity with the SBE-M/WBE's submitted on schedule 2. It also shows approved change orders as they impact the SBE-M/WBE Subcontractors. Schedule 3 is to be submitted by the Prime with each payment request to Palm Beach County. In the SBE-M/WBE Subcontracting Information section, list the name(s) of each SBE-M/WBE Subcontractor on the project and the total contracted amount for each SBE-M/WBE Subcontractor on the project. As the project proceeds, please complete each column under the SBE-M/WBE Subcontracting Information section accordingly. In the SBE-M/WBE Category, please check the appropriate category that represents each SBE-M/WBE Subcontractor.

[illegible]

I hereby certify that the above information is true to the best of my knowledge

Return to: Palm Beach County

(Signature and Title)

Additional Sheets May Be Used As Necessary

NOTE: Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.

Revised 9/7/2011

OSBA SCHEDULE 4 - SBE-M/WBE PAYMENT CERTIFICATION

The Prime Contractor is to submit Schedule 4 with its Monthly Payment Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor. The Prime Contractor is not to request signature from an SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign this form unless it has received a payment from the Prime Contractor for services actually performed by the SBE-M/WBE Subcontractor. A separate Schedule 4 is required for each SBE-M/WBE Subcontractor payment.

This is to certify that General Security Services received
(SBE or M/WBE Subcontractor Name)

(Monthly) or (Final) payment of \$

						.
--	--	--	--	--	--	---

On

--	--

 -

--	--

 -

--	--	--	--

 from _____
MM DD YYYY (Prime Contractor Name)

For labor and/or materials used on _____ / _____
(Project Name) (Work Order)

DEPT.: PROJECT NO.:

PRIME CONTRACTOR VENDOR CODE:

SBE OR M/WBE SUBCONTRACTOR VENDOR CODE:

If the SBE Subcontractor intends to disburse any funds associated with this payment to any Subcontractor for labor and/or material provided on this project, please provide the following information:

*Subcontractor Name: _____ Amount to be paid: _____

*Note: If the subcontractor listed in this section is an SBE or M/WBE a separate schedule 4 is required to verify payment.

By: _____
 (Signature of Subcontractor) (Print Name & Title of Person executing on behalf of Subcontractor)

STATE OF FLORIDA
COUNTY OF

Sworn to and subscribed before me this _____ day of _____, 20____

By: _____

Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of Notary

Personally Known _____ OR Produced Identification _____ Type of Identification _____

**EMERGENCY CONTRACT #750749
FOR UNIFORM SECURITY GUARD SERVICES, GENERAL LOCATIONS**

This Emergency Contract #750749 ("Emergency Contract") is made and entered into _____, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("County") and Norred & Associates, Inc., 1003 Virginia Ave., Suite 200, Atlanta, Georgia, 30354, a corporation authorized to do business in the State of Florida ("Norred").

WITNESSETH

WHEREAS, the County has an emergency need for uniform security guard services previously provided by USI Security Services, Inc. per Invitation for Bid (IFB) #13-064/MB; and

WHEREAS, Norred was the next lowest responsive, responsible bidder on IFB #13-064/MB and had agreed to comply with terms of IFB #13-064/MB and honor its 2013 bid response throughout the term of Emergency Contract #750721 while a new IFB was prepared and solicited; and

WHEREAS, IFB #16-019/MB Uniformed Security Guard Services -Various Locations resulted in three (3) non-responsive bids and IFB #16-019/MB was subsequently cancelled; and

WHEREAS, the Purchasing Director provided notice of the County's intent to re-solicit the services, and

WHEREAS, the County continues to have a need for uninterrupted security services at various locations, and

WHEREAS, Norred has the ability to perform the services needed by the County compliant with the terms of the 2013 IFB #13-064 while the services are re-solicited; and

WHEREAS, it has been determined to be in the County's best interest to execute this Emergency Contract which sets forth the terms and conditions pursuant to which Norred will provide uniform security guard services to the County; and

WHEREAS, the Palm Beach County Purchasing Code Section 2-54(f)(4), authorizes the County to enter into Emergency Contracts.

NOW THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the County and Norred agree as follows:

1. The Emergency Contract #750749 includes Exhibits A-C, E-F; and the security services proposal submitted by Norred, dated ... is attached hereto as Exhibit D, all of which shall be deemed to be incorporated herein.
2. Notwithstanding anything stated to the contrary, the order of precedence of the documents which make up this agreement between the parties shall be (i) Emergency Contract #750749; (ii) Exhibit B, (iii) Exhibit C; (iv) Exhibit A and then (v) Exhibit D, the security services proposal submitted by Norred dated _____.

3. Norred agrees to honor its prices listed in Exhibit D until October 27, 2016. Thereafter, on October 28, 2016, the County will increase each hourly rate by 3% consistent with the terms of IFB #13-064/MB.
4. This Contract adds a second Supervisor for Palm Tran sites.
5. The term of this Emergency Contract is July 12, 2016 through July 11, 2017. The estimated dollar amount of this Emergency Contract is *One Million Nine Hundred and Seventy Six Thousand, One Hundred and Eighty-Two Dollars (\$1,976,182.15)*.
6. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
7. County Departments will issue individual hard copy orders against this Emergency Contract, which will serve as Norred's authorization to deliver uniform security guard services. All invoices must reference a unique document number (e.g. CPO/DO 680 XY07121600000000001111 or CPO/DO 680 XY071216*1111). Failure to provide a document number on each invoice will result in delay in processing payment.

THE REMAINDER OF THIS PAGE IS LEFT BLANK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Emergency Contract on behalf of the County and Norred has hereunto set its hand as of the day and year first above written.

ATTEST:

SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mary Lou Berger, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: _____
Audrey Wolf, Director
Facilities Development & Operations

WITNESS:

By: Adam Tooney
Witness Signature

By: Jeff Bubling
Norred & Associates, Inc.

Adam Tooney
Witness Name Typed or Printed

Jeff Bubling, Pres. Mt
Print Name and Title

11-R-0785

(Do Not Write Above This Line)

**RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE PURCHASING AGREEMENT PURSUANT TO SECTION 2-2601 ET SEQ. OF THE CITY OF ATLANTA CODE OF ORDINANCES FOR FC-3274 COOPERATIVE PURCHASING AGREEMENT FOR CITYWIDE ARMED AND UNARMED SECURITY GUARD SERVICES UTILIZING CONTRACT NUMBER 11078754178 BETWEEN HULTON COUNTY AND MORRIS & ASSOCIATES AT VARIOUS DESIGNATED CITY PROPERTIES ON BEHALF OF EXECUTIVE OFFICES OFFICE OF ENTERPRISE ASSETS MANAGEMENT IN AN AMOUNT NOT TO EXCEED THREE MILLION TWO HUNDRED SIXTY-TWO THOUSAND NINE HUNDRED AND NINETY DOLLARS (\$3,262,990.00). ALL CONTRACT WORK SHALL BE CHARGED TO AND PAID FROM THE BELOW-REFERENCED ACCOUNTS LISTED HEREIN FOR THE REMAINDER OF FISCAL YEAR 2011 AND IN FISCAL YEAR 2012 SUBJECT TO THE APPROPRIATION OF FUNDS THEREFOR AND FOR OTHER PURPOSES.

ADOPTED BY

MAY 16 2011

COUNCIL

☐ CONSENT REFER

☐ REGULAR REPORT REFER

☐ ADVERTISE & REFER

☐ 1ST ADOPT 2ND READ & REFER

☐ PERSONAL PAPER REFER

Date Referred:

Referred To:

Date Referred:

Referred To:

Date Referred:

Referred To:

First Reading

Committee _____
Date _____
Chair _____
Referred To _____

FINAL COUNCIL ACTION

☐ 2nd ☐ 1st & 2nd ☐ 3rd

Readings

☐ Consent ☒ 1st Vote ☐ 2nd Vote

CERTIFIED

MAY 16 2011

ATLANTA CITY COUNCIL PRESIDENT

[Signature]

CERTIFIED

MAY 16 2011

[Signature]
MUNICIPAL CLERK

MAYOR'S ACTION

Committee _____
Date _____

Chair _____

Action _____

Fav. Adv. Hold (see rev. side)

Other _____

Members _____

Refer To _____

Committee _____
Date _____

Chair _____

Action _____

Fav. Adv. Hold (see rev. side)

Other _____

Members _____

Refer To _____

APPROVED

MAY 25 2011

WITHOUT SIGNATURE
BY OPERATION OF LAW



**CITY COUNCIL
ATLANTA, GEORGIA**

11-R-0785

A RESOLUTION

BY FINANCE/EXECUTIVE COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE PURCHASING AGREEMENT PURSUANT TO SECTION 2-1601 ET SEQ. OF THE CITY OF ATLANTA CODE OF ORDINANCES, FOR FC-5274, COOPERATIVE PURCHASING AGREEMENT FOR CITYWIDE ARMED AND UNARMED SECURITY GUARD SERVICES, UTILIZING CONTRACT NUMBER 11ITB75041YB-BR BETWEEN FULTON COUNTY AND NORRED & ASSOCIATES AT VARIOUS DESIGNATED CITY PROPERTIES ON BEHALF OF EXECUTIVE OFFICES-OFFICE OF ENTERPRISE ASSETS MANAGEMENT IN AN AMOUNT NOT TO EXCEED THREE MILLION, TWO HUNDRED SIXTY-TWO THOUSAND, NINE HUNDRED AND NINETY DOLLARS (\$3,262,990.00). ALL CONTRACT WORK SHALL BE CHARGED TO AND PAID FROM THE BELOW-REFERENCED ACCOUNTS LISTED HEREIN, FOR THE REMAINDER OF FISCAL YEAR 2011 AND IN FISCAL YEAR 2012, SUBJECT TO THE APPROPRIATION OF FUNDS THEREFOR; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") Executive Offices-Office of Enterprise Assets Management (OEAM) is responsible for the operation, maintenance and security of City-owned and City-occupied facilities; and

WHEREAS, OEAM needs to obtain armed and unarmed security services for the aforementioned facilities; and

WHEREAS, pursuant to §2-1602 of the City of Atlanta Code of Ordinances, the Chief Procurement Officer may procure supplies, services or construction items through contracts established by the purchasing division of the state where such contracts and contractors substantially meet the requirements of this Article; and

WHEREAS, the Director of the Facilities Management division of OEAM has identified Contract Number 11ITB75041YB-BR between Fulton County And Norred & Associates for armed and unarmed security services as an appropriate contract from which to cooperatively purchase security services; and

WHEREAS, the City agencies and facilities that intend to participate in this agreement include Public Works, Oakland Cemetery, Corrections, the Atlanta Civic Center and the Office of Enterprise Asset Management.

WHEREAS, the Director of the Facilities Management division of OEAM and the Chief Procurement Officer recommend utilizing the Fulton County, Georgia contract number 11ITB75041YB-BR with Norred & Associates for armed and unarmed security services at designated City facilities; and



WHEREAS, this cooperative agreement was competitively procured in a manner consistent with Division 4 of the City's Procurement Code, and, the cost of the goods and/or services are comparable; and

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES that the Mayor is authorized to enter into a cooperative purchasing agreement with Norred & Associates utilizing Fulton County contract number 11ITB75041YB-BR for armed and unarmed security services at designated City facilities in an amount not to exceed Three Million, Two Hundred Sixty-Two Thousand, Nine Hundred and Ninety dollars (\$3,262,990.00) for a period of two (2) year(s) with two (2) one (1) year renewal options, subject to the appropriation of funds for each fiscal year after Fiscal Year 2011.

BE IT FURTHER RESOLVED, that all contracted work shall be charged to and paid from 1001 (General Fund), Department 040402 (Exe. Facility Maintenance- City Hall), Account 5212001 (Consulting/ Professional), Function Activity 1565000 (General Government Buildings and Plants)-\$578,268.00; 1001 (General Fund), Department 040404 (Exe. Facility Maintenance- AWDA), Account 5212001 (Consulting/Professional), (General Fund), Department 040405 (Exe. Facility Maintenance- City Hall East), Account 5212001 (Consulting/Professional), Function Activity 1565000 (General Government Buildings & Plants) \$60,000; 1001 (General Fund), Department 040406 (Exe. Facility Maintenance- Municipal Court), Account 5212001 (Consulting/Professional), Function Activity 1565000 (General Government Buildings & Plants)- \$150,000.00; 1001 (General Fund) Department 040408 (Exe. Facility Maintenance- Dunbar), Account 5212001 (Consulting/Professional), Function Activity 1565000 (General Government Buildings & Plants)-\$87,228.00; 1001 (General Fund), Department 040409 (Exe. Facility Maintenance- Georgia Hill), Account 5212001 (Consulting/Professional), Function Activity 1565000 (General Government Buildings & Plants)-\$56,000.00; 1001 (General Fund), Department 040411 (Exe. Facility Maintenance- John C. Birdine), Account 5212001 (Consulting/Professional), Function Activity 1565000 (General Government Buildings & Plants)-\$35,410.00; 1001 (General Fund), Department 040415 (Exe. Facility Maintenance- Public Safety Annex), Account 5212001 (Consulting/Professional), Function Activity 1565000 (General Government Buildings & Plants)-\$186,000.00; 1001 (General Fund), Department 040419 (Exe. Facility Maintenance- Public Safety Headquarters), Account 5212001(Consulting/Professional), Function Activity 1565000 (General Government Buildings & Plants)-\$93,000.00; 1001 (General Fund), Department 040421 (Exe. Facility Maintenance-72 Marietta), Account 5212001(Consulting/Professional), Function Activity 1565000- \$424,372; 5051 (Water And Wastewater Revenue Fund) 170101 (DWM Commissioner of Watershed Management) 5222003 (Repair & Maintenance- Other) 1565001 (Gen Gov - Bldgs & Plant - 72 Marietta Street)-\$81,057, 1001 (General Fund) 040402 (040402 - Exe Facility Maintenance - City Hall) 5222001 (Repair & Maintenance-Equipment) 1565000 (General Buildings & Plants)-\$15,655; 1001 (General Fund), Department 140209 (PRC Oakland Cemetery), Account 5212001 (Consulting/Professional), Function Activity 4950000 (Proceeds of Sale of Cap)-\$32,000.00; 5581 (Civic Center Revenue Fund), Department 140408 (PRC Civic Center), Account 5222001 (Repair/Maintenance) Function Activity 6190000 (Special Facilities)-



\$45,000.00; 5401 (Solid Waste Services Revenue Fund), Department 130511 (DPW Solid Waste Collection), Account 5212001 (Consulting/Professional Services), Function Activity 4520000 (Solid Waste Collection)-\$90,000.00; 5401 (Solid Waste Services Revenue Fund), Department 130514 (DPW Bulk Rubbish Collection), Account 5212001 (Consulting/Professional Services), Function Activity 4520000 (Solid Waste Collection)-\$90,000.00; 5401 (Solid Waste Services Revenue Fund), Department 103541 (DPW Landfill Closure & Post Closure), Account 5212001 (Consulting/Professional Services), Function Activity 4560000 (Closure & Post Closure Care)-\$90,000.00; 5401 (Solid Waste Services Revenue Fund), Department 130532 (DPW Yard Trimming Processing), Account 5212001 (Consulting/Professional Services), Function Activity 4585000 (Yard Trimming Collection)-\$90,000.00; 6001 (Internal Service), Department 130402 (DPW-Fleet Services), Account 5212001 (Consultant/Professional), Function Activity 1590000 (Customer Service)-\$50,000.00; 1001 (General Fund), Department 0910304 (Cor. Grady Detention), Account 5212001 (Consultant/Professional), Function Activity 3420000 (Adult Correctional Institute)-\$720,000.00; 1001 (General Fund-Claire Drive), Department 130303 (DPW- Traffic Signs & Markings), Account 5212001 (Consulting/Professional), Function Activity 4270000 (Traffic Engineering)-\$99,000.00; 1001 (North Avenue-General Fund), Department 130306 (DPW Roadways & Walkways), Account 5212001 (Consulting/Professional), Function Activity 4220000 (Roadways & Walkways)-\$110,000.00; 1001 (General Fund-Transportation Operations Hill Street), Department 130305 (DPW Roadways & Walkways), Account 5212001 (Consulting/Professional), Function Activity 4220000 (Roadways & Walkways)-\$80,000.00.

BE IT FURTHER RESOLVED, that the Chief Procurement Officer is directed to assist the City Attorney in the preparation of an appropriate Agreement for execution by the Mayor.

BE IT FURTHER RESOLVED, that the funding of the agreement shall be subject to and expressly contingent upon the City's adoption and approval of the FY 2012 budget and the appropriation of sufficient funds to the associated funding sources.

BE IT FINALLY RESOLVED, that the Agreement will not become binding on the City, and the City will incur no obligation or liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved as to form by the City Attorney and delivered to Norred & Associates.

RCS# 1063
5/16/11
4:40 PM

Atlanta City Council

REGULAR SESSION

11-R-0785 AUTH. MAYOR TO ENTER PURCHASE AGREE. B/W
FULTON CO. AND NORRED & ASSOCIATES
ADOPT

YEAS: 13
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 1
EXCUSED: 0
ABSENT 2

Y Smith	Y Archibong	Y Moore	Y Bond
B Hall	Y Wan	Y Martin	NV Watson
Y Young	Y Shook	Y Bottoms	Y Willis
Y Winslow	Y Adrean	Y Sheperd	B Mitchell

11-R-0785

CONDITION FOR APPROVAL FORM
(TO ACCOMPANY LEGISLATION)

COMMITTEE: Finance / Economic

DATE: 5/11/11

ORDINANCE # _____ RESOLUTION # 11-R-0785

REQUESTED BY: Committee (won)

DIRECTED TO: Administration

NATURE OF CONDITION FOR APPROVAL:

Provide additional analysis

WHEN IS THIS INFORMATION DUE, AND TO WHOM?

Prior to 5/16/11 Council meeting

WILL THIS RESULT IN AN AMENDMENT TO THE LEGISLATION?

YES () NO ()

WILL THIS RESULT IN A SUBSTITUTE TO THE LEGISLATION?

YES () NO ()

HAS THIS INFORMATION BEEN RECEIVED? YES () NO ()

DATE OF RECEIPT: _____



Agenda Item Summary: Item #11- 0019

BOC Meeting Date

January 5, 2011

Commission Districts Affected
All

Requesting Agency

Police Department

Requested Action (Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)

Request approval of the lowest responsible bidder – **Police Department**, Bid # 11ITB75041YB-BR, Armed and Unarmed Security Services in the amount of \$ 2,800,000 with Norred & Associates (Atlanta, GA) to provide armed and unarmed security services for various County departments effective March 1, 2011 through December 31, 2011 with two renewal options.

Requirement for Board Action (Cite specific Board policy, statute or code requirement)

In accordance with Fulton County Purchasing Code Section 2-314, all competitive sealed bids of more than \$50,000.00 shall be forwarded to the Board of Commissioners for approval.

Is this Item Goal Related? (If yes, describe how this action meets the specific Board Focus Area or Goal)



Yes



No

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

The Police Department requests approval of the lowest responsible bidder to provide armed and unarmed security services for various County departments.

The contractor is required to provide and maintain, at all times, an adequate number of properly trained personnel and an adequate quantity of necessary supplies and equipment to ensure the full and timely performance of the obligations and function of this contract. Security coverage is currently being provided at 38 County facilities. The contractor's duties include: operate x-ray screening machines, handheld and walk-through magnetometers or some combination thereof; screen persons and their possessions for weapons and other unauthorized items; operate a computerized windows based security software system, closed circuit television monitors, intrusion alarm, elevator control and computerized fire/life safety systems; conduct interior and exterior perimeter security foot patrols of facilities and vehicle patrol of county patrol; control access to county facilities and property; and perform other security duties as required.

Contract Value: \$2,800,000.00
Prime Vendor: **Norred & Associates, Inc.**
Prime Status: **Non-Minority**
Location: Atlanta, Georgia
County: Fulton County
Prime Value: \$1,428,000.00 or 51.00%
Subcontractor: **Priority One Security, Inc.**
Subcontractor Status: **African American Male Business Enterprise**
Non-Certified
Location: Atlanta, Georgia
County: Fulton County
Contract Value: \$1,372,000.00 or 49%

Agency Director Approval

Typed Name and Title

Cecil S. Moore, Director

Phone

404-612-5800

Signature

Date

12-21-10

County Manager's
Approval



FULTON COUNTY BOARD OF COMMISSIONERS

Agenda Approval & Routing Form

Contract Attached: No	Previous Contracts: No	Procurement Type: Invitation to Bid (ITB)	Proposed Action: New Item
Solicitation Number: 11ITB75041YB-BR	Submitting Agency: Police Department	Staff Contact: Gary Stiles	Contact Phone: 404-613-5712
Description: Armed and Unarmed Security Services			

CONTRACTOR INFORMATION

Other Contract Party(s): Brian Casal, 404-613-5714	Solicitation Information No. Bid Notices Sent:	NON-MFBE	MBE	FBE	TOTAL
	No. Bids Received:				
Prime Contractor Information: Contractor Type: Non M/FBE Name: Norred & Associates, Inc. Address: 600 S. Central Avenue, Suite 201 City: Atlanta State: GA Zip: 30354 Contact Name: Jeff Bohling Phone: 404-787-6408 Start Date: 03/01/2011 End Date: 12/31/2011 Upon Approval: <input type="checkbox"/> Amount: \$1,428,000		Subcontractor Information: Contractor Type: M/FBE Name: Priority One Security, Inc. Address: 2787 Main Street City: Atlanta State: GA Zip: 30344 Contact Name: Angelo Sykes Phone: 770-527-9202 Start Date: 03/01/2011 End Date: 12/31/2011 Upon Approval: <input type="checkbox"/> Amount: \$1,372,000			

FINANCIAL SUMMARY

Total Contract Value: Original Approved Amount: Previous Adjustments: This Request: \$2,800,000 TOTAL: \$2,800,000	MBE/FBE Participation: Amount: %: Amount: %: Amount: %:	Grant Information Summary: Amount Requested: <input type="checkbox"/> Cash Match Required: <input type="checkbox"/> In-Kind Start Date: <input type="checkbox"/> Approval to Award End Date: <input type="checkbox"/> Apply & Accept Match Account #:	
Funding Line 1: 100-320-5207-1174 \$680,516	Funding Line 2: Various County Department Budgets	Funding Line 3:	Funding Line 4:

KEY CONTRACT TERMS

Start Date: 03/01/2011	End Date: 12/31/2011	Contract Type: New Item	Payment Terms:
Cost Adjustment:	Renewal/Extension Terms: two (2) renewal options	Termination Provisions: Per Contract	

ROUTING & APPROVALS

<input type="checkbox"/> Originating Department: <i>Casal</i>	<i>Placing BOC approval on FY 2011 Budget.</i>	Date: 12/21/10
<input type="checkbox"/> County Attorney:		Date:
<input type="checkbox"/> Information Technology:		Date:
<input type="checkbox"/> General Services:		Date:
<input type="checkbox"/> Risk Management:		Date:
<input type="checkbox"/> Grants Management:		Date:
<input type="checkbox"/> Purchasing/Contract Compliance:		Date:
<input type="checkbox"/> Finance/Budget:	<i>Minnie Jones</i>	Date: 12-21-10

Total Contract Value: \$2,800,000.00 or 100%
Total M/FBE Value: \$1,372,000.00 or 49%

1. Total number of notifications: 120
2. Total number of notifications to Fulton County based businesses: 14
3. Total number of notifications to M/FBEs: 12
4. Total number of bids received: 9
5. Total number of bids received from Fulton County based businesses: 5

Fiscal Impact / Funding Source

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

100-320-5207-1174: General, Police, Security Service - \$3,200,000.00

Exhibits Attached

(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)

Exhibit 1: Bid Tabulation Sheet

Exhibit 2: Contractor Performance Report

Exhibit 3: Scope of Work and Technical Specifications

Source of Additional Information

(Type Name, Title, Agency and Phone)

Gary Stiles, Assistant Chief of Police, Police Department, (404) 613-5712

PAYROLL POLICIES

Employees are paid every week on Friday. Employee pay checks cover the one week period which ended at 2400 hours (midnight) on the previous Saturday. We do not hold a week's pay. The regular work week begins 0001 hours Sunday and runs for seven (7) consecutive days until 2400 hours (midnight) on the following Saturday. Employees are required to submit timesheets which are entered into an electronic scheduling system.

All payroll records are maintained for seven (7) years. All payroll discrepancies are rectified within in 24 hours.

PAY DISCREPANCIES

Example 1: Employee A. Bell did not submit his hours for payroll processing causing him to not be paid on March 3, 2017. He later submitted his hours on March 2, 2017 and to assure that he was paid, payroll cut a check and sent it to the employee for overnight delivery via Fed Ex so that he'd receive his check by the actual pay date of March 3, 2017.

Example 2: Employee S. Jackson did not receive her first paycheck in the mail. After checking the status and finding that the check was never cashed, we were able to immediately transfer the funds to Ms. Jackson's company issued ADP card.

Example 3: Employee S. Davis was overpaid 8 hours. After notifying the employee, the money was deducted from the following paycheck.

Example 4: Employee T. Gibbons failed to sign in for a shift- the 4.5 hours were added to his check the following week per his request.

Example 5: Employee T. Pantoja did not receive her paycheck. This employee also has an ADP card issued by the company; the funds were transferred to the Paycard and made available to employee immediately.

Example 1

Overnight

PAYROLL DISCREPANCY FORM

NAME: Armondo Bell

DATE: 3/3/2017

PHONE: 281-381-6194

SOCIAL: XXX-XX-

DAY	DATE	POST/LOCATION	START	END	TOTAL	PAID
SUNDAY						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
SATURDAY						

DAY	DATE	POST/LOCATION	START	END	TOTAL	WORKED
SUNDAY						
MONDAY	2/20	PM / HPL Jesse H. Jones	10a	6p	8	
TUESDAY	2/21	PM / HPL Jesse H. Jones	2p	6p	4	
WEDNESDAY	2/22	PM / HPL Jesse H. Jones	11a	7p	8	
THURSDAY	2/23	PM / HPL Jesse H. Jones	11a	7p	8	
FRIDAY	2/24	PM / HPL Jesse H. Jones	11a	7p	8	
SATURDAY	2/25	PM / HPL Jesse H. Jones	2p	6p	4	

EMPLOYEE SIGNATURE: Armondo Bell

APPROVING SUPERVISOR: [Signature]

EXPLAIN NATURE FOR DISCREPANCY: Armondo Bell was not paid for 40hrs worked as Library PM for the week ending 2/25/2017.

Please include check stub, time sheet for the week in question and submit documents to your Project Manager **ONLY**.

[Signature]

Example 2

PAY DISCREPANCIES

DATE OF CHECK: 2/24/2017
OFFICER'S NAME: Sharon Jackson
OFFICER'S POST: Atlas

DETAILS: WHAT ADJUSTMENTS NEED TO BE MADE

(NOTE: THE CUT OFF PERIOD IS SATURDAY AT MIDNIGHT)

S/O Jackson never received her pay
check for 2/24. She has a new address -
please check status + stop pay

IF HOURS ARE MISSING, LIST YOUR SCHEDULE

SUN	MON	TUE	WED	THU	FRI	SAT	TOTAL HOURS
TOTAL HOURS	TOTAL HOURS	TOTAL HOURS	TOTAL HOURS	TOTAL HOURS	TOTAL HOURS	TOTAL HOURS	

A COPY OF YOUR STUB MUST ACCOMPANY THIS FORM

OFFICER'S SIGNATURE: _____
MANAGER'S SIGNATURE: Rupoli
DATE RECEIVED: 3/3/2017

Norred and Associates, Inc.
Check History Register (Detail)
Sorted by Employee ID

404-861-0190

Report Filter: Include Checks
Check Date Between (1/1/2017, 3/3/2017) And Employee ID = 24993
Include Employer Tax and Cost Information No

Employee ID	Name	SSN	Code	Dept ID	Earnings		Withholdings / Employer Taxes		Deductions / Employer Costs	
					Hours	Sal / Wages	Auth / Code	Description	Amount	Amount
24993	JACKSON, SHAVON	XXX-XX-2859	T	GUA	1.000	7.25	FED / FWH	Federal WH	0.00	REA FINGERPR ZONE 2 16.33
			T	GUA	7.000	50.75	FED / MED	Employee Medicare	1.68	UNA UNIFORM ZONE 2 25.00
	Gross Wages	116.00	T	GUA	1.000	7.25	FED / OAS	Employee OASDI	7.19	
	Net Pay	66.55	T	GUA	7.000	50.75	GA / SWH	GA State Withholding	0.25	
	Date	2/24/2017								
	Check No	5552906								
5032-051 3/2/17 50088008										
24993	JACKSON, SHAVON	XXX-XX-2859	T	GUA	0.983	4.23	FED / FWH	Federal WH	3.09	REA FINGERPR ZONE 2 16.33
			T	GUA	7.084	51.36	FED / MED	Employee Medicare	3.35	UNA UNIFORM ZONE 2 25.00
	Gross Wages	230.91	T	GUA	1.000	7.25	FED / OAS	Employee OASDI	14.32	
	Net Pay	164.39	T	GUA	7.133	51.71	GA / SWH	GA State Withholding	4.43	
	Date	3/3/2017	T	GUA	1.000	7.25				
	No Check Printed		T	GUA	7.050	51.11				
	Voucher No 842906	164.39	T	GUA	1.000	7.25				
			T	GUA	7.000	50.75				

6301



Visa Prepaid Administration Tool

Align

 SEARCH

Home Help Sign Out

Manage...

Card Sales

Reports

Load Funds Confirmation

Review the information below and click Submit to finalize the load.

Home > Search For Cardholder > Load Funds > Load Funds Confirmation

<ul style="list-style-type: none"> Overview Account Information Fee Schedule Scheduled Funding Tasks Change Card Status Load Funds Confirmation Replace Lost/Stolen Card Order Replacement Card 	<p>Cardholder Information</p> <p>Card Number: 4020 18XX XXXX 6685 Cardholder Name: SHAVON JACKSON</p> <p>Location: Norred & Associates- 2FS</p> <p>Load Funds - Confirmation</p> <table> <tr> <td>Type:</td> <td>Immediate</td> </tr> <tr> <td>Schedule (MM/DD/YYYY):</td> <td>Immediate</td> </tr> <tr> <td>Amount:</td> <td>\$65.55</td> </tr> <tr> <td>From Account:</td> <td>Visa ending in 3867</td> </tr> </table> <p style="text-align: right;"> <input type="button" value="BACK"/> <input type="button" value="SUBMIT"/> </p>	Type:	Immediate	Schedule (MM/DD/YYYY):	Immediate	Amount:	\$65.55	From Account:	Visa ending in 3867
Type:	Immediate								
Schedule (MM/DD/YYYY):	Immediate								
Amount:	\$65.55								
From Account:	Visa ending in 3867								

Program Information
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 Powered by Visa Debit Processing Service

Example 3

PAYROLL DISCREPANCY FORM

NAME: Shimira Davis

DATE: 1/24/17

PHONE: _____

SOCIAL: XXX-XX-

DAY	DATE	POST/LOCATION	START	END	TOTAL	PAID
SUNDAY						
MONDAY	12/26	1400 Lubbock	230p	1030p	8	
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
SATURDAY						

DAY	DATE	POST/LOCATION	START	END	TOTAL	WORKED
SUNDAY						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
SATURDAY						

EMPLOYEE SIGNATURE: _____

APPROVING SUPERVISOR: John W. W.

EXPLAIN NATURE FOR DISCREPANCY: Shimira Davis was paid for working on 12/26 instead of Nelson Allison.

Please include check stub, time sheet for the week in question and submit documents to your Project Manager **ONLY**.

Example 4

PAY DISCREPANCIES

DATE OF CHECK: 1/20/17
OFFICER'S NAME: Terrance Gibbons
OFFICER'S POST: Enterprise

DETAILS: WHAT ADJUSTMENTS NEED TO BE MADE
(NOTE: THE CUT OFF PERIOD IS SATURDAY AT MIDNIGHT)

Please pay 4.5 hours Reg:
A Forget to sign in
A Pay + bill

IF HOURS ARE MISSING, LIST YOUR SCHEDULE

SUN	MON	TUE	WED	THU	FRI	SAT	TOTAL HOURS
TOTAL HRS =	TOTAL HRS =	TOTAL HRS =	TOTAL HRS =	TOTAL HRS =	TOTAL HRS =	TOTAL HRS =	

A COPY OF YOUR STUB MUST ACCOMPANY THIS FORM

OFFICER'S SIGNATURE: _____
MANGER'S SIGNATURE: [Signature]
DATE RECEIVED: _____

[Signature]

Example 5

Erika Barlow

From: Kenyesha McInnis
Sent: Wednesday, January 11, 2017 2:15 PM
To: Erika Barlow
Cc: Karen Sullivan
Subject: RE: TERESA P

Stop payment has been submitted as follows:

PANTOJA TERESA
\$213.41 Issued on 01/06/2017
Check #: 59216487
Stop payment date 1/11/17
Conf# 04633690

Thank you,
KJ McInnis
Staff Accountant

Norred & Associates, Inc.
1003 Virginia Ave. Suite 200 | Atlanta, GA 30354
Office: 404-761-5058 ext. 104 | Fax: 404-762-4282 | KMcInnis@norred.com

From: Erika Barlow
Sent: Wednesday, January 11, 2017 1:37 PM
To: Kenyesha McInnis
Subject: FW: TERESA P

Hey KJ,

Could you please check the status of Teresa Pantoja's 1/6/17 paycheck and stop payment please?

**Norred and Associates, Inc.
Check History Register (Detail)**

Check Date >= '1/6/2017' And Employee ID Like '24768%'

Report Filter

Include Checks

Printed.

Include Employer Tax and Cost Information No

ON

[illegible]



Visa Prepaid Administration Tool

Align

SEARCH

Home Help Sign Out

Manage...	Card Sales	Reports
-----------	------------	---------

Load Funds Confirmation

Review the information below and click Submit to finalize the load.

Home > Search For Cardholder > Load Funds > Load Funds Confirmation

<ul style="list-style-type: none"> Overview Account Information Fee Schedule Scheduled Funding Tasks Change Card Status Load Funds Confirmation Replace Lost/Stolen Card Order Replacement Card 	<p>Cardholder Information</p> <p>Card Number: 4020 18XX XXXX 0036 Cardholder Name: TERESA PANTOJA</p> <p>Location: Norred & Associates- ZFS</p> <p>Load Funds - Confirmation</p> <p>Type: Immediate</p> <p>Schedule (MM/DD/YYYY): Immediate</p> <p>Amount: \$213.41</p> <p>From Account: Visa ending in 3867</p> <p style="text-align: right;"> <input type="button" value="BACK"/> <input type="button" value="SUBMIT"/> </p>
---	---

Program Information

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BILLING DISCREPANCIES

Example 1: Kroger store 410 was over billed 56 hours for three consecutive weeks. Kroger was immediately issued a credit memo for 168 hours.

Example 2: An invoice submitted for Americold Modesto had an incorrect PO number, our billing department noticed the error and resubmitted the invoice with the correct PO number.

Example 3: South Fulton Workforce was under billed 4.5 hours, per the client. An additional invoice for the missing hours were submitted to the client.

Example 4: Improper documentation led to an invoice being an hour over. After being notified by the client our billing department made the proper correction and submitted the revised invoice.

Example 5: Incorrect entry into electronic scheduling software, showed discrepancy in hours on the spreadsheet compared to the invoice. Norred Employee Harris was entered for 9 hours on the invoice while Employee Benjamin was entered for 40. The scheduling sheet stated that Employee Harris was listed at 0 hours and Employee Benjamin was listed at 49. The invoice was corrected to show Employee Benjamin at 49 hours and Employee Harris was removed from the invoice.

Erika Barlow

From: Karen Sullivan
Sent: Friday, March 03, 2017 5:45 PM
To: Erika Barlow
Subject: FW: Store 410 -

Erika,
Can you talk to Sandra and find out how she wants us to handle this?
Thanks

Karen Sullivan
Controller
Norred & Associates, Inc
404-761-5058 ext. 122

From: Danielle Getman
Sent: Friday, March 03, 2017 5:43 PM
To: Karen Sullivan
Subject: Fwd: Store 410 -

Sent from my iPhone

Begin forwarded message:

From: "Donavon, Steven J" <steven.donavon@kroger.com>
Date: March 3, 2017 at 9:48:21 AM EST
To: "Danielle Getman (DGetman@norred.com)" <DGetman@norred.com>
Cc: "Fechte, Bob" <bob.fechte@kroger.com>, "Gallemore, John L" <john.gallemore@kroger.com>
Subject: Store 410 -

Danielle

Store 410 we are getting billed for 56 more hours than agreed to. We moved 56 to the parking lot not adding an additional 56. This needs to be corrected asap. We are kicking back the billings in excess of 56 hours. Total hours were supposed to be 112. 56 inside and 56 outside.

Steven Donavon
Loss Prevention
Kroger - Atlanta Division
770-496-7492

This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain information that is confidential and protected by law from unauthorized disclosure. Any

<< CREDIT MEMO >>



Norred & Associates Inc.
Corporate Security & Investigations

Norred and Associates, Inc.
P. O. Box 82352
Atlanta, GA 30354
(404)-762-4270

PAGE 1
ORIGINAL INVOICE
INVOICE DATE 2/24/2017
INVOICE NO 20170235

TOTAL DUE 0.00

S 205482
O THE KROGER COMPANY HQ
L 2175 PARKLAKE DRIVE
D ATLANTA, GA 30345

T
O

TERMS CUSTOMER PO NO

NET TEN DAYS

DESCRIPTION	Hrs/Qty	Rate/Price	Amount
Service From: 1/29-2/18/2017	1.000	0.0000	0.00
OVER BILLED 410	168.000	12.4700	2,094.96



WE APPRECIATE YOUR BUSINESS

TAXABLE	NONTAXABLE	FREIGHT	SALES TAX	MISC	TOTAL
0.00	2,094.96	0.00	0.00	0.00	2,094.96
TOTAL DUE					0.00

InvoiceWorks

An InvoiceWorks Community

Invoice Display

Invoice	Attachments	Approval Stops	Issues	History	
Customer The Kroger Co  2175 Parklake Dr Atlanta, GA 30345 Bill To: 011 - Kroger Atlanta KMA Invoice Number 20170235A Invoice Date 2/24/2017		Header Payments Addresses Supplier Notes (1) Status Status Submitted MFG Plant N Source online entry Additional Doc Invoice Type Non-PO PO N Corp Vendor Nbr K0019360 CA N Vendor Alternate ID D02100			
#	Quantity	Unit of Measure	SKU/Part#	Description	Unit Price
 1	-168	Hour		CREDIT FOR OVER BILL	12.47
Store 011-410					
Line T					
Currency United States of America Dollars (USD)					

Invoice



Norred & Associates Inc.
Corporate Security & Investigations

Norred and Associates, Inc.
P. O. Box 82352
Atlanta, GA 30354
(404)-762-4270

Page 1

Invoice Date 1/20/2017

Invoice No 17001215

**S
O
L
D
T
O**
201002
AMERICOLD LOGISTICS LLC
10 GLENLAKE PKWY
STE 600
ATLANTA, GA 30328

Total Due 2,527.28

Customer PO No 5500012063

Terms NET 30 DAYS

*incorrect
PO #*

Description		Hrs / Qty	Rate / Price	Amount
Project: 002MODESTO AMERICOLD -MODESTO CA				2,527.28
Service From: 01/08/2017 To: 01/14/2017				
Time Charges				
01/14/2017	ACCOUNT MANAGER HOURS	40	17.23	689.20
01/14/2017	GUARD SERVICES	128	14.36	1,838.08

WE APPRECIATE YOUR BUSINESS

Taxable	Nontaxable	Sales Tax	Total
0.00	2,527.28	0.00	2,527.28
Total Due			2,527.28

Erika Barlow

From: Ebony Alexander
Sent: Wednesday, March 08, 2017 12:04 PM
To: Erika Barlow
Subject: FW: INVOICE

From: Ebony Alexander
Sent: Wednesday, January 25, 2017 1:21 PM
To: 'Cyndi Reeves' <Cyndi.Reeves@americold.com>
Subject: RE: INVOICE

Cyndi,
I just noticed that I have an error in your PO on the invoice I submitted would you like me to resend it with the correction

From: Cyndi Reeves [<mailto:Cyndi.Reeves@americold.com>]
Sent: Wednesday, January 25, 2017 12:29 PM
To: Ebony Alexander <EAlexander@norred.com>
Subject: RE: INVOICE

Thank you Ebony!
Have a great day ☺
Cyn

Cyndi Reeves
Office Manager
Americold- Modesto.
Mobile : 417-313-2002
cyndi.reeves@americold.com
www.americold.com

CONFIDENTIALITY. This email and any attachments are confidential, except where the email states it can be disclosed; it may also be privileged. If received in error, please do not disclose the contents to anyone but notify the sender by return email and delete this email (and any attachments) from your system.

From: Ebony Alexander [<mailto:EAlexander@norred.com>]
Sent: Wednesday, January 25, 2017 9:26 AM
To: AccountsPayable <accountspayable@americold.com>
Cc: Cyndi Reeves <Cyndi.Reeves@americold.com>
Subject: INVOICE

Good Afternoon,

Attached is the Invoice for WE 1-14

Thank you,

Ebony Alexander

Norred & Associates, INC

Payroll/Billing

Office: 404-761-5058

Ext: 113

Erika Barlow

From: Ebony Alexander
Sent: Wednesday, March 08, 2017 12:04 PM
To: Erika Barlow
Subject: FW: PO CORRECTION
Attachments: AMERICOLD MODESTO WE 1-14.Pdf

Importance: High

From: Ebony Alexander
Sent: Wednesday, January 25, 2017 2:04 PM
To: 'accountspayable@americold.com' <accountspayable@americold.com>
Cc: 'Cyndi Reeves' <Cyndi.Reeves@americold.com>
Subject: PO CORRECTION
Importance: High

Good Afternoon,

Attached is the Invoice for WE 1-14 with a PO correction the original sent earlier today was a number off, which is an active PO number assigned to a different location.

Please process this one instead and let me know if any further action is required.

Thank you,

Ebony Alexander
Norred & Associates, INC
Payroll/Billing
Office: 404-761-5058
Ext: 113

Invoice



Norred & Associates Inc.
Corporate Security & Investigations

Norred and Associates, Inc.
P. O. Box 82352
Atlanta, GA 30354
(404)-762-4270

Page 1

Invoice Date 1/20/2017

Invoice No 17001215

S
O
L
D
T
O
201002
AMERICOLD LOGISTICS LLC
10 GLENLAKE PKWY
STE 600
ATLANTA, GA 30328

Total Due 2,527.28

Customer PO No 5500012463

Terms NET 30 DAYS

Description		Hrs / Qty	Rate / Price	Amount
Project: 002MODESTO AMERICOLD -MODESTO CA				2,527.28
Service From: 01/08/2017 To: 01/14/2017				
Time Charges				
01/14/2017	ACCOUNT MANAGER HOURS	40	17.23	689.20
01/14/2017	GUARD SERVICES	128	14.36	1,838.08

WE APPRECIATE YOUR BUSINESS

Taxable	Nontaxable	Sales Tax	Total
0.00	2,527.28	0.00	2,527.28
Total Due			2,527.28

Invoice



Norred & Associates Inc.
Corporate Security & Investigations

Norred and Associates, Inc.
P. O. Box 82352
Atlanta, GA 30354
(404)-762-4270

Page 1

Invoice Date 1/13/2017

Invoice No 17000842

S 110012
O ATTN: VALERIE BURNS
L LT SCOTT MCBRIDE CHIEF - FCPD
D 141 PRYOR STREET
T SUITE 4072
O ATLANTA, GA 30338

Total Due 442.20

Customer PO No DO-320-011216-23

Terms NET TEN DAYS

Description		Hrs / Qty	Rate / Price	Amount
Subject: 011DFACS	SOUTH FULTON WORKFORCE			442.20
Service From: 01/01/2017	To: 01/07/2017			
Time Charges				
01/07/2017	GUARD SERVICES	27.5	16.08	442.20

WE APPRECIATE YOUR BUSINESS

Taxable	Nontaxable	Sales Tax	Total
0.00	442.20	0.00	442.20
Total Due			442.20

Erika Barlow

From: Angall, Mariska <Mariska.Angall@fultoncountyga.gov>
Sent: Monday, March 06, 2017 8:40 AM
To: Erika Barlow; Harris, Tawanda
Subject: RE: Correction Request South Fulton County Workforce - Norred invoice# 17000842 and time Sheet Correction

Ericka,

Thank you.

From: Erika Barlow [mailto:EBarlow@norred.com]
Sent: Thursday, March 02, 2017 2:06 PM
To: Harris, Tawanda
Cc: Angall, Mariska
Subject: RE: Correction Request South Fulton County Workforce - Norred invoice# 17000842 and time Sheet Correction

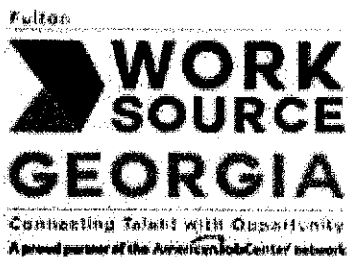
From: Harris, Tawanda [mailto:Tawanda.Harris@fultoncountyga.gov]
Sent: Thursday, March 02, 2017 1:53 PM
To: Erika Barlow <EBarlow@norred.com>
Cc: Angall, Mariska <Mariska.Angall@fultoncountyga.gov>
Subject: FW: Correction Request South Fulton County Workforce - Norred invoice# 17000842 and time Sheet Correction

Good Afternoon Ms. Barlow,

I am following up on the request for the corrected invoice needed for payment sent on 02/08/17. We originally received the invoice attached with 27.5 hours, but should reflect 32 hours per the signed time sheet attached.

Could you please provide the updated invoice so that we may submit to our Finance Dept. for processing.

Thanks in advance,



Tawanda Harris
Site Supervisor
South Fulton Career Center
5710 Stonewall Tell Road, Suite 160
College Park, GA 30349
Main Line: 770-306-5202
Direct Line: 770-306-2118
Efax: 404-612-1145



Coming together is a beginning. Keeping together is progress. Working together is success.
Henry Ford

[illegible]



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Atlanta, GA 30354
(404)-762-4270

PAGE 1

INVOICE DATE 1/13/2017
INVOICE NO 20170234

TOTAL DUE 72.36

S 110012
O ATTN: VALERIE BURNS
L LT SCOTT MCBRIDE CHIEF - FCPD
D 141 PRYOR STREET
D SUITE 4072
T ATLANTA, GA 30336
O

TERMS CUSTOMER PO NO

NET TEN DAYS

DESCRIPTION

Hrs/Qty

Rate/Price

Amount

Service From:

01/01-01/07/2017

1.000

0.0000

0.00

S. FULTON WORKFORCE MISSED BILLING

4.500

16.0800

72.36

WE APPRECIATE YOUR BUSINESS

TAXABLE

NONTAXABLE

FREIGHT

SALES TAX

MISC

TOTAL

0.00

72.36

0.00

0.00

0.00

72.36

TOTAL DUE

72.36

Invoice



Norred & Associates Inc.
Corporate Security & Investigations

Norred and Associates, Inc.
P. O. Box 82352
Atlanta, GA 30354
(404)-782-4270

Page 1

Invoice Date 2/17/2017
Invoice No 17002511

S 203487
O EMORY WOODRUFF LIBRARY
L TERRENCE JEFFERSON
D 540 ASBURY CIRCLE
T ATLANTA, GA 30322
O

Total Due 700.00
Customer PO No
Terms NET TEN DAYS

		Description	Hrs / Qty	Rate / Price	Amount
Object:	002EMLIB	EMORY WOODRUFF LIBRARY			700.00
Service From:	02/05/2017	To: 02/11/2017			
Time Charges					
02/11/2017		GUARD SERVICES	40	17.50	700.00

WE APPRECIATE YOUR BUSINESS

Taxable	Nontaxable	Sales Tax	Total
0.00	700.00	0.00	700.00
Total Due			700.00

			BILL				NO BILL	
NAME:EMORY Woodruff LibrReference:		Train: 0	Hrs	Rate	Flat	Type	Amt	Hrs
Feb 07	DAVIS, ALEXIS	04:30p-12:00a *New Shift Name	7.5	17.50	-	N	131.25	0
Feb 08	DAVIS, ALEXIS	12:00a-12:30a *New Shift Name	0.5	17.50	0.00	N	8.75	0
			8					
Feb 05	WADE, KELVIN	12:00a-12:30a *New Shift Name	0.5	17.50	0.00	N	8.75	0
Feb 08	WADE, KELVIN	04:30p-12:00a *New Shift Name	7.5	17.50	-	N	131.25	0
Feb 09	WADE, KELVIN	12:00a-12:30a *New Shift Name	0.5	17.50	0.00	N	8.75	0
Feb 09	WADE, KELVIN	04:30p-12:00a *New Shift Name	7.5	17.50	-	N	131.25	0
Feb 10	WADE, KELVIN	12:00a-12:30a *New Shift Name	0.5	17.50	0.00	N	8.75	0
Feb 10	WADE, KELVIN	04:30p-12:00a *New Shift Name	7.5	17.50	-	N	131.25	0
Feb 11	WADE, KELVIN	12:00a-12:30a *New Shift Name	0.5	17.50	0.00	N	8.75	0
Feb 11	WADE, KELVIN	04:30p-12:00a *New Shift Name	7.5	17.50	-	N	131.25	0
			32					
TOTAL:			40		0.00		\$700.00	0
Total Amount for Normal (N):			40				\$700.00	
Overtime 1 (1):			0				\$0.00	
Overtime 2 (2):			0				\$0.00	
Overtime 3 (3):			0				\$0.00	
Special Day (S):			0				\$0.00	

NORRED & ASSOCIATES, INC. Corporate Security & Investigations



Emory Woodruff

WEEK ENDING _____

TOTAL HOURS COLUMN IS FOR THE SHIFT TOTAL ONLY. NOT TO BE USED FOR WEEKLY TOTALS

[illegible]

Erika Barlow

From: Tashara Scott
Sent: Wednesday, March 08, 2017 12:10 PM
To: Erika Barlow
Subject: FW: INVOICE
Attachments: WOODRUFF LIBRARY 2-11 NEW.pdf

From: Tashara Scott
Sent: Wednesday, February 22, 2017 2:49 PM
To: 'Jefferson, Terence' <terence.jefferson@emory.edu>
Subject: RE: INVOICE

Hello,

Here is the new invoice for 2/11/2017

Thank you so much.

From: Jefferson, Terence [<mailto:terence.jefferson@emory.edu>]
Sent: Tuesday, February 21, 2017 6:54 AM
To: Tashara Scott <TScott@norred.com>
Subject: RE: INVOICE

Hi Tashara,

On Feb 11, the Officer reported to work at 5:30pm. On Feb 11, the hours should be 5:30pm-12:00am, 6.5 hours. Please adjust the time and re-submit for payment.

Thanks,

Terence Jefferson
Security Manager, University Libraries
EMORY UNIVERSITY
Robert W. Woodruff Library
Atlanta, Georgia 30322
librtj@emory.edu
Work: 404.727.0107
Cell: 404.272.5833
Fax: 404.727.5544

From: Tashara Scott [<mailto:TScott@norred.com>]
Sent: Friday, February 17, 2017 10:46 AM
To: Jefferson, Terence
Subject: INVOICE

Good Morning,

Attached is the Invoice for WE 2/11.

Thank you,

TASHARA SCOTT
NORRED & ASSOCIATES INC.
PAYROLL AND BILLING

This e-mail message (including any attachments) is for the sole use of the intended recipient(s) and may contain confidential and privileged information. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this message (including any attachments) is strictly prohibited.

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Invoice



Norred & Associates Inc.
Corporate Security & Investigations

Norred and Associates, Inc.
P. O. Box 82352
Atlanta, GA 30354
(404)-762-4270

Page 1
Invoice Date 2/17/2017
Invoice No 17002511

S 203487
O EMORY WOODRUFF LIBRARY
L TERRENCE JEFFERSON
D 540 ASBURY CIRCLE
T ATLANTA, GA 30322
O

Total Due 682.50
Customer PO No
Terms NET TEN DAYS

		Description	Hrs / Qty	Rate / Price	Amount
Project:	002EMLIB	EMORY WOODRUFF LIBRARY			682.50
Service From:	02/05/2017	To: 02/11/2017			
Time Charges					
02/11/2017		GUARD SERVICES	39	17.50	682.50

WE APPRECIATE YOUR BUSINESS

Taxable	Nontaxable	Sales Tax	Total
0.00	682.50	0.00	682.50
Total Due			682.50

			BILL					NO BILL
NAME: EMORY Woodruff Libr	Reference:	Train: 0	Hrs	Rate	Flat	Type	Amt	Hrs
Feb 07	DAVIS, ALEXIS	04:30p-12:00a *New Shift Name	7.5	17.50	-	N	131.25	0
Feb 08	DAVIS, ALEXIS	12:00a-12:30a *New Shift Name	0.5	17.50	0.00	N	8.75	0
			8					
Feb 05	WADE, KELVIN	12:00a-12:30a *New Shift Name	0.5	17.50	0.00	N	8.75	0
Feb 08	WADE, KELVIN	04:30p-12:00a *New Shift Name	7.5	17.50	-	N	131.25	0
Feb 09	WADE, KELVIN	12:00a-12:30a *New Shift Name	0.5	17.50	0.00	N	8.75	0
Feb 09	WADE, KELVIN	04:30p-12:00a *New Shift Name	7.5	17.50	-	N	131.25	0
Feb 10	WADE, KELVIN	12:00a-12:30a *New Shift Name	0.5	17.50	0.00	N	8.75	0
Feb 10	WADE, KELVIN	04:30p-12:00a *New Shift Name	7.5	17.50	-	N	131.25	0
Feb 11	WADE, KELVIN	12:00a-12:30a *New Shift Name	0.5	17.50	0.00	N	8.75	0
Feb 11	WADE, KELVIN	05:30p-12:00a *New Shift Name	6.5	17.50	-	N	113.75	0
			31					
		TOTAL:	39		0.00		\$682.50	0
		Total Amount for Normal (N):	39				\$682.50	
		Overtime 1 (1):	0				\$0.00	
		Overtime 2 (2):	0				\$0.00	
		Overtime 3 (3):	0				\$0.00	
		Special Day (S):	0				\$0.00	

Erika Barlow

From: Harris, Dawn Marie <HarrisDM@pbso.org>
Sent: Friday, November 18, 2016 10:45 AM
To: Erika Barlow
Subject: Correction/Credit Invoice
Attachments: DOC111816-11182016114113.pdf

Importance: High

Good morning,

I have an issue with the following invoice. I have attached the invoice and the excel sheets from Marilyn which I compare to. Please review and correct the invoice or send credits.

MCCH Issue

Ronneshia Harris – Invoice states 9 hours
Excel sheets states 0 hours
Raymond Benjamin - Invoice states 40 hours
Excel sheets states 49 hours

Thank you and have a great day,

DAWN M. HARRIS #8748
PALM BEACH SHERIFF'S OFFICE
COURT SERVICES SPECIALIST
OFFICE (561)355-2707
FAX (561)355-2143

Invoice



Norred & Associates Inc.
Corporate Security & Investigations

Norred and Associates, Inc.
P. O. Box 82352
Atlanta, GA 30354
(404)-762-4270

Page 1

Invoice Date 11/11/2016
Invoice No 16019307

S
O
L
D
T
O
101002
FACILITY MANAGEMENT
ADELA FAVRE
2633 VISTA PARKWAY
WEST PALM BEACH, FL 33411

Total Due 22,621.56

Customer PO No

Terms NET TEN DAYS

		Description	Hrs / Qty	Rate / Price	Amount
Project: 10MAINCRT		MAIN COURTHOUSE			22,621.56
Service From: 10/30/2016		To: 11/05/2016			
Time Charges					
11/05/2016		LEVEL II	1083	18.70	19,878.10
11/05/2016		LEVEL IV	86	21.31	1,832.66
11/05/2016		LEVEL V	40	22.77	910.80

1189

WE APPRECIATE YOUR BUSINESS

Taxable	Nontaxable	Sales Tax	Total
0.00	22,621.56	0.00	22,621.56
Total Due			22,621.56

NAME: MAIN COURT HOUSE				Reference:	Train: 0	BILL					NO BILL
						Hrs	Rate	Flat	Type	Amt	Hrs
Oct 31	BAUTISTA, MAIREN	06:00a-03:00p	SCREENER			8	18.70	0.00	N	149.60	0
Nov 01	BAUTISTA, MAIREN	06:00a-03:00p	SCREENER			8	18.70	0.00	N	149.60	0
Nov 02	BAUTISTA, MAIREN	06:00a-03:00p	SCREENER			8	18.70	0.00	N	149.60	0
Nov 03	BAUTISTA, MAIREN	06:00a-01:00p	SCREENER			6	18.70	0.00	N	112.20	0
Nov 04	BAUTISTA, MAIREN	06:00a-03:00p	SCREENER			8	18.70	0.00	N	149.60	0
						38					
Oct 31	BENJAMIN, RAYOM	08:00a-05:00p	SCREENER5			8	18.70	0.00	N	149.60	0
Nov 01	BENJAMIN, RAYOM	08:00a-05:00p	SCREENER5			8	18.70	0.00	N	149.60	0
Nov 02	BENJAMIN, RAYOM	08:00a-05:00p	SCREENER5			8	18.70	0.00	N	149.60	0
Nov 03	BENJAMIN, RAYOM	08:00a-05:00p	SCREENER5			8	18.70	0.00	N	149.60	0
Nov 04	BENJAMIN, RAYOM	08:00a-05:00p	SCREENER5			8	18.70	0.00	N	149.60	0
						40					
Oct 31	BLUNDELL, JASON	04:00p-12:00a	POST 7			8	18.70	0.00	N	149.60	0
Nov 01	BLUNDELL, JASON	04:00p-12:00a	POST 7			8	18.70	0.00	N	149.60	0
Nov 02	BLUNDELL, JASON	04:00p-12:00a	POST 7			8	18.70	0.00	N	149.60	0
Nov 03	BLUNDELL, JASON	04:00p-12:00a	POST 7			8	18.70	0.00	N	149.60	0
Nov 04	BLUNDELL, JASON	04:00p-12:00a	POST 7			8	18.70	0.00	N	149.60	0
						40					
Oct 31	CHAMPLIN, CLIFFO	08:30a-06:30p	LEAD 2			11	21.31	0.00	N	234.41	0
Nov 01	CHAMPLIN, CLIFFO	08:30a-03:30p	LEAD 2			8	21.31	0.00	N	170.48	0
Nov 02	CHAMPLIN, CLIFFO	08:30a-03:30p	LEAD 2			8	21.31	0.00	N	170.48	0
Nov 03	CHAMPLIN, CLIFFO	08:30a-03:30p	LEAD 2			8	21.31	0.00	N	170.48	0
Nov 04	CHAMPLIN, CLIFFO	08:30a-03:30p	LEAD 2			8	21.31	0.00	N	170.48	0
						43					
Nov 02	DAVY, RICHARD	07:00a-03:00p	SCREENER3			7	18.70	0.00	N	130.90	0
Nov 03	DAVY, RICHARD	07:00a-04:00p	SCREENER3			8	18.70	0.00	N	149.60	0
						15					
Oct 31	DEAL, JOSEPH	07:00a-04:00p	SCREENER3			8	18.70	0.00	N	149.60	0
Nov 01	DEAL, JOSEPH	07:00a-04:00p	SCREENER3			8	18.70	0.00	N	149.60	0
Nov 02	DEAL, JOSEPH	07:00a-04:00p	SCREENER3			8	18.70	0.00	N	149.60	0
Nov 03	DEAL, JOSEPH	07:00a-04:00p	SCREENER3			8	18.70	0.00	N	149.60	0
Nov 04	DEAL, JOSEPH	07:00a-04:00p	SCREENER3			8	18.70	0.00	N	149.60	0
Nov 05	DEAL, JOSEPH	06:30a-05:00p	Screeener Early			9.5	18.70	0.00	N	177.65	0
						49.5					
Oct 31	DURRANT, JERMAI	06:30a-03:30p	Screeener Early			8	18.70	0.00	N	149.60	0
Nov 01	DURRANT, JERMAI	06:30a-03:30p	Screeener Early			8	18.70	0.00	N	149.60	0
Nov 02	DURRANT, JERMAI	06:30a-03:30p	Screeener Early			8	18.70	0.00	N	149.60	0
Nov 03	DURRANT, JERMAI	06:30a-03:30p	Screeener Early			8	18.70	0.00	N	149.60	0
Nov 04	DURRANT, JERMAI	06:30a-03:30p	Screeener Early			8	18.70	0.00	N	149.60	0
						40					
Oct 31	Davis, Rhonetta	07:00a-04:00p	SCREENER3			8	18.70	0.00	N	149.60	0
Nov 01	Davis, Rhonetta	07:00a-04:00p	SCREENER3			8	18.70	0.00	N	149.60	0
Nov 02	Davis, Rhonetta	07:00a-04:00p	SCREENER3			8	18.70	0.00	N	149.60	0
Nov 03	Davis, Rhonetta	07:00a-04:00p	SCREENER3			8	18.70	0.00	N	149.60	0
Nov 04	Davis, Rhonetta	07:00a-04:00p	SCREENER3			8	18.70	0.00	N	149.60	0
						40					
Oct 31	FRANCOIS, NAPOLI	06:30a-03:30p	Screeener Early			8	18.70	0.00	N	149.60	0
Nov 01	FRANCOIS, NAPOLI	06:30a-03:30p	Screeener Early			8	18.70	0.00	N	149.60	0
Nov 02	FRANCOIS, NAPOLI	06:30a-03:30p	Screeener Early			8	18.70	0.00	N	149.60	0
Nov 03	FRANCOIS, NAPOLI	07:00a-04:00p	SCREENER3			8	18.70	0.00	N	149.60	0
Nov 04	FRANCOIS, NAPOLI	07:00a-04:00p	SCREENER3			8	18.70	0.00	N	149.60	0
						40					
Oct 31	GARCIA, DIANE	07:00a-04:00p	SCREENER3			8	18.70	0.00	N	149.60	0
Nov 01	GARCIA, DIANE	07:00a-04:00p	SCREENER3			8	18.70	0.00	N	149.60	0
Nov 02	GARCIA, DIANE	07:00a-04:00p	SCREENER3			8	18.70	0.00	N	149.60	0
Nov 03	GARCIA, DIANE	07:00a-04:00p	SCREENER3			8	18.70	0.00	N	149.60	0
Nov 04	GARCIA, DIANE	07:00a-04:00p	SCREENER3			8	18.70	0.00	N	149.60	0
						40					
Oct 31	GARRETT, CHRISTI	08:15a-05:15p	SWING SHIFT			8	18.70	0.00	N	149.60	0
Nov 01	GARRETT, CHRISTI	08:15a-05:15p	SWING SHIFT			8	18.70	0.00	N	149.60	0
Nov 02	GARRETT, CHRISTI	08:15a-05:15p	SWING SHIFT			8	18.70	0.00	N	149.60	0
Nov 03	GARRETT, CHRISTI	08:15a-05:15p	SWING SHIFT			8	18.70	0.00	N	149.60	0
Nov 04	GARRETT, CHRISTI	08:15a-05:15p	SWING SHIFT			8	18.70	0.00	N	149.60	0
						40					

9 HRS
SHORT

Oct 31	GREER, MORINE	07:30a-04:30p	SCREENER4	8	18.70	0.00	N	149.60	0
Nov 01	GREER, MORINE	07:30a-04:30p	SCREENER4	8	18.70	0.00	N	149.60	0
Nov 02	GREER, MORINE	08:00a-05:00p	SCREENER5	8	18.70	0.00	N	149.60	0
Nov 03	GREER, MORINE	08:00a-05:00p	SCREENER5	8	18.70	0.00	N	149.60	0
Nov 04	GREER, MORINE	08:00a-05:00p	SCREENER5	8	18.70	0.00	N	149.60	0
				40 ✓					
Oct 31	HALL, DAVID	08:00a-05:00p	ACCT MANAGER	8	22.77	0.00	N	182.16	0
Nov 01	HALL, DAVID	08:00a-05:00p	ACCT MANAGER	8	22.77	0.00	N	182.16	0
Nov 02	HALL, DAVID	08:00a-05:00p	ACCT MANAGER	8	22.77	0.00	N	182.16	0
Nov 03	HALL, DAVID	08:00a-05:00p	ACCT MANAGER	8	22.77	0.00	N	182.16	0
Nov 04	HALL, DAVID	08:00a-05:00p	ACCT MANAGER	8	22.77	0.00	N	182.16	0
				40 ✓					
Nov 05	HARRIS, RONNESH	07:00a-05:00p	STELLA POST 8	8	18.70	0.00	N	168.30	0
				9					
Oct 31	JACKSON, SONJA	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 01	JACKSON, SONJA	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 02	JACKSON, SONJA	07:00a-08:00p	SCREENER3	12	18.70	0.00	N	224.40	0
				28 ✓					
Oct 31	JOSEPH, LYS	08:00a-03:00p	SCREENER	8	18.70	0.00	N	149.60	0
Nov 01	JOSEPH, LYS	08:30a-03:30p	Screener Early	8	18.70	0.00	N	149.60	0
Nov 02	JOSEPH, LYS	08:30a-03:30p	Screener Early	8	18.70	0.00	N	149.60	0
Nov 03	JOSEPH, LYS	08:30a-03:30p	Screener Early	8	18.70	0.00	N	149.60	0
Nov 04	JOSEPH, LYS	08:30a-03:30p	Screener Early	8	18.70	0.00	N	149.60	0
				40 ✓					
Oct 31	LEON, MARGIE	08:00a-05:00p	SCREENER5	8	18.70	0.00	N	149.60	0
Nov 01	LEON, MARGIE	08:00a-05:00p	SCREENER5	8	18.70	0.00	N	149.60	0
Nov 02	LEON, MARGIE	08:00a-05:00p	SCREENER5	8	18.70	0.00	N	149.60	0
Nov 03	LEON, MARGIE	08:00a-05:00p	SCREENER5	8	18.70	0.00	N	149.60	0
Nov 04	LEON, MARGIE	08:00a-08:30p	SCREENER5	9.5	18.70	0.00	N	177.65	0
				41.5 ✓					
Nov 01	MAYNE, EAN	08:00a-05:00p	SCREENER6	8	18.70	0.00	N	149.60	0
Nov 02	MAYNE, EAN	07:30a-04:30p	SCREENER4	8	18.70	0.00	N	149.60	0
Nov 03	MAYNE, EAN	07:30a-04:30p	SCREENER4	8	18.70	0.00	N	149.60	0
Nov 04	MAYNE, EAN	07:30a-04:30p	SCREENER4	8	18.70	0.00	N	149.60	0
				32 ✓					
Oct 31	Mendez, Ignacio	08:00a-03:00p	SCREENER	8	18.70	0.00	N	149.60	0
Nov 01	Mendez, Ignacio	08:00a-03:00p	SCREENER	8	18.70	0.00	N	149.60	0
Nov 02	Mendez, Ignacio	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 03	Mendez, Ignacio	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 04	Mendez, Ignacio	08:00a-03:00p	SCREENER	8	18.70	0.00	N	149.60	0
				40 ✓					
Oct 31	OVIL, MICHAEL	07:30a-04:30p	SCREENER4	8	18.70	0.00	N	149.60	0
Nov 01	OVIL, MICHAEL	07:30a-04:30p	SCREENER4	8	18.70	0.00	N	149.60	0
Nov 02	OVIL, MICHAEL	07:30a-04:30p	SCREENER4	8	18.70	0.00	N	149.60	0
Nov 03	OVIL, MICHAEL	07:30a-04:30p	SCREENER4	8	18.70	0.00	N	149.60	0
Nov 04	OVIL, MICHAEL	07:30a-04:30p	SCREENER4	8	18.70	0.00	N	149.60	0
				40 ✓					
Oct 31	PAREDES, LUIS	08:00a-03:00p	SCREENER	8	18.70	0.00	N	149.60	0
Nov 01	PAREDES, LUIS	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 02	PAREDES, LUIS	08:00a-03:00p	SCREENER	8	18.70	0.00	N	149.60	0
Nov 03	PAREDES, LUIS	08:00a-03:00p	SCREENER	8	18.70	0.00	N	149.60	0
Nov 04	PAREDES, LUIS	08:00a-03:00p	SCREENER	8	18.70	0.00	N	149.60	0
				40 ✓					
Oct 31	PRICE, SHIRLEY	08:30a-03:30p	Screener Early	8	18.70	0.00	N	149.60	0
Nov 01	PRICE, SHIRLEY	07:30a-04:30p	SCREENER4	8	18.70	0.00	N	149.60	0
Nov 02	PRICE, SHIRLEY	07:30a-04:30p	SCREENER4	8	18.70	0.00	N	149.60	0
Nov 03	PRICE, SHIRLEY	08:30a-03:30p	Screener Early	8	18.70	0.00	N	149.60	0
Nov 04	PRICE, SHIRLEY	08:30a-03:30p	Screener Early	8	18.70	0.00	N	149.60	0
				40 ✓					
Oct 31	Pena, Carlos	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 03	Pena, Carlos	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 04	Pena, Carlos	08:00a-04:00p	SCREENER3	7	18.70	0.00	N	130.90	0
				23 ✓					
Nov 01	Pierre, Jonas	09:00a-04:00p	SCREENER3	6	18.70	0.00	N	112.20	0
Nov 02	Pierre, Jonas	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 03	Pierre, Jonas	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 04	Pierre, Jonas	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
				30 ✓					

Ø HPS

Oct 30	SOSA, ALAIN	07:30a-03:30p	SCREENER4	7	18.70	0.00	N	130.90	0
Oct 31	SOSA, ALAIN	04:00p-12:00a	POST 7	8	18.70	0.00	N	149.60	0
Nov 01	SOSA, ALAIN	04:00p-12:00a	POST 7	8	18.70	0.00	N	149.60	0
Nov 02	SOSA, ALAIN	04:00p-12:00a	POST 7	8	18.70	0.00	N	149.60	0
Nov 03	SOSA, ALAIN	04:00p-12:00a	POST 7	8	18.70	0.00	N	149.60	0
Nov 04	SOSA, ALAIN	04:00p-12:00a	POST 7	8	18.70	0.00	N	149.60	0
Nov 05	SOSA, ALAIN	07:30a-04:30p	SCREENER4	8	18.70	0.00	N	149.60	0
				55 ✓					
Oct 31	SWABY, CASSELL	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 01	SWABY, CASSELL	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 02	SWABY, CASSELL	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 03	SWABY, CASSELL	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 04	SWABY, CASSELL	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
				40 ✓					
Oct 30	TAMAYAC, BETSY	07:00a-03:00p	SCREENER3	7	18.70	0.00	N	130.90	0
Oct 31	TAMAYAC, BETSY	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 01	TAMAYAC, BETSY	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 02	TAMAYAC, BETSY	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 03	TAMAYAC, BETSY	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 04	TAMAYAC, BETSY	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 05	TAMAYAC, BETSY	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
				55 ✓					
Oct 31	TORRES, ANGEL	07:30a-02:30p	SCREENER4	6	18.70	0.00	N	112.20	0
				6 ✓					
Nov 01	TORRES, FRANCIS	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 02	TORRES, FRANCIS	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 03	TORRES, FRANCIS	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 04	TORRES, FRANCIS	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
				32 ✓					
Oct 31	TROY, MARILYN	07:00a-07:00p	LEAD 1	11	21.31	0.00	N	234.41	0
Nov 01	TROY, MARILYN	07:00a-04:00p	LEAD 1	8	21.31	0.00	N	170.48	0
Nov 02	TROY, MARILYN	07:00a-04:00p	LEAD 1	8	21.31	0.00	N	170.48	0
Nov 03	TROY, MARILYN	07:00a-04:00p	LEAD 1	8	21.31	0.00	N	170.48	0
Nov 04	TROY, MARILYN	07:00a-04:00p	LEAD 1	8	21.31	0.00	N	170.48	0
				43 ✓					
Oct 31	Vega, Marynett	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 01	Vega, Marynett	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 02	Vega, Marynett	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 03	Vega, Marynett	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 04	Vega, Marynett	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
				40 ✓					
Nov 05	WADE, KATIE	07:30a-05:30p	STELLA POST 8	9	18.70	0.00	N	168.30	0
				9 ✓					
Oct 31	WILLIAMS, ROBERT	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 01	WILLIAMS, ROBERT	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 02	WILLIAMS, ROBERT	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 03	WILLIAMS, ROBERT	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 04	WILLIAMS, ROBERT	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
				40 ✓					
TOTAL:				1189		0.00		\$22,621.56	0
Total Amount for Normal (N):				1189				\$22,621.56	
Overtime 1 (1):				0				\$0.00	
Overtime 2 (2):				0				\$0.00	
Overtime 3 (3):				0				\$0.00	
Special Day (S):				0				\$0.00	

Invoice



Norred & Associates Inc.
Corporate Security & Investigations

Norred and Associates, Inc.
P. O. Box 62362
Atlanta, GA 30364
(404)-762-4270

Page 1

Invoice Date 11/11/2016

Invoice No 16019307

S 101002
O FACILITY MANAGEMENT
L ADELA FAVRE
D 2633 VISTA PARKWAY
T WEST PALM BEACH, FL 33411
O

Total Due 22,621.56

Customer PO No

Terms NET TEN DAYS

		Description	Hrs / Qty	Rate / Price	Amount
Project: 10MAINCRT		MAIN COURTHOUSE			22,621.56
Service From: 10/30/2016		To: 11/05/2016			
Time Charges					
11/05/2016		LEVEL II	1063	18.70	19,878.10
11/05/2016		LEVEL IV	86	21.31	1,832.66
11/05/2016		LEVEL V	40	22.77	910.80

WE APPRECIATE YOUR BUSINESS

Taxable	Non-taxable	Sales Tax	Total
0.00	22,621.56	0.00	22,621.56
Total Due			22,621.56

NAME:MAIN COURT HOUSEReference:			Train: 0		BILL				NO BILL
			Hrs	Rate	Flat	Type	Amt	Hrs	
Oct 31	BAUTISTA, MAIREN	06:00a-03:00p	SCREENER	8	18.70	0.00	N	149.60	0
Nov 01	BAUTISTA, MAIREN	06:00a-03:00p	SCREENER	8	18.70	0.00	N	149.60	0
Nov 02	BAUTISTA, MAIREN	06:00a-03:00p	SCREENER	8	18.70	0.00	N	149.60	0
Nov 03	BAUTISTA, MAIREN	06:00a-01:00p	SCREENER	6	18.70	0.00	N	112.20	0
Nov 04	BAUTISTA, MAIREN	06:00a-03:00p	SCREENER	8	18.70	0.00	N	149.60	0
				38					
Oct 31	BENJAMIN,RAYOMK	08:00a-05:00p	SCREENER5	8	18.70	0.00	N	149.60	0
Nov 01	BENJAMIN,RAYOMK	08:00a-05:00p	SCREENER5	8	18.70	0.00	N	149.60	0
Nov 02	BENJAMIN,RAYOMK	08:00a-05:00p	SCREENER5	8	18.70	0.00	N	149.60	0
Nov 03	BENJAMIN,RAYOMK	08:00a-05:00p	SCREENER5	8	18.70	0.00	N	149.60	0
Nov 04	BENJAMIN,RAYOMK	08:00a-05:00p	SCREENER5	8	18.70	0.00	N	149.60	0
Nov 05	BENJAMIN,RAYOMK	07:00a-05:00p	STELLA POST 8	9	18.70	0.00	N	168.30	0
				49					
Oct 31	BLUNDELL, JASON	04:00p-12:00a	POST 7	8	18.70	0.00	N	149.60	0
Nov 01	BLUNDELL, JASON	04:00p-12:00a	POST 7	8	18.70	0.00	N	149.60	0
Nov 02	BLUNDELL, JASON	04:00p-12:00a	POST 7	8	18.70	0.00	N	149.60	0
Nov 03	BLUNDELL, JASON	04:00p-12:00a	POST 7	8	18.70	0.00	N	149.60	0
Nov 04	BLUNDELL, JASON	04:00p-12:00a	POST 7	8	18.70	0.00	N	149.60	0
				40					
Oct 31	CHAMPLIN, CLIFFO	06:30a-06:30p	LEAD 2	11	21.31	0.00	N	234.41	0
Nov 01	CHAMPLIN, CLIFFO	06:30a-03:30p	LEAD 2	8	21.31	0.00	N	170.48	0
Nov 02	CHAMPLIN, CLIFFO	06:30a-03:30p	LEAD 2	8	21.31	0.00	N	170.48	0
Nov 03	CHAMPLIN, CLIFFO	06:30a-03:30p	LEAD 2	8	21.31	0.00	N	170.48	0
Nov 04	CHAMPLIN, CLIFFO	06:30a-03:30p	LEAD 2	8	21.31	0.00	N	170.48	0
				43					
Nov 02	DAVY, RICHARD	07:00a-03:00p	SCREENER3	7	18.70	0.00	N	130.90	0
Nov 03	DAVY, RICHARD	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
				15					
Oct 31	DEAL, JOSEPH	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 01	DEAL, JOSEPH	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 02	DEAL, JOSEPH	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 03	DEAL, JOSEPH	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 04	DEAL, JOSEPH	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 05	DEAL, JOSEPH	06:30a-05:00p	Screeners Early	9.5	18.70	0.00	N	177.65	0
				49.5					
Oct 31	DURRANT, JERMAI	06:30a-03:30p	Screeners Early	8	18.70	0.00	N	149.60	0
Nov 01	DURRANT, JERMAI	06:30a-03:30p	Screeners Early	8	18.70	0.00	N	149.60	0
Nov 02	DURRANT, JERMAI	06:30a-03:30p	Screeners Early	8	18.70	0.00	N	149.60	0
Nov 03	DURRANT, JERMAI	06:30a-03:30p	Screeners Early	8	18.70	0.00	N	149.60	0
Nov 04	DURRANT, JERMAI	06:30a-03:30p	Screeners Early	8	18.70	0.00	N	149.60	0
				40					
Oct 31	Davis, Rhonetta	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 01	Davis, Rhonetta	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 02	Davis, Rhonetta	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 03	Davis, Rhonetta	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 04	Davis, Rhonetta	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
				40					
Oct 31	FRANCOIS, NAPOLI	06:30a-03:30p	Screeners Early	8	18.70	0.00	N	149.60	0
Nov 01	FRANCOIS, NAPOLI	06:30a-03:30p	Screeners Early	8	18.70	0.00	N	149.60	0
Nov 02	FRANCOIS, NAPOLI	06:30a-03:30p	Screeners Early	8	18.70	0.00	N	149.60	0
Nov 03	FRANCOIS, NAPOLI	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 04	FRANCOIS, NAPOLI	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
				40					
Oct 31	GARCIA, DIANE	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 01	GARCIA, DIANE	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 02	GARCIA, DIANE	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 03	GARCIA, DIANE	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 04	GARCIA, DIANE	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
				40					
Oct 31	GARRETT, CHRISTI	08:15a-05:15p	SWING SHIFT	8	18.70	0.00	N	149.60	0
Nov 01	GARRETT, CHRISTI	08:15a-05:15p	SWING SHIFT	8	18.70	0.00	N	149.60	0
Nov 02	GARRETT, CHRISTI	08:15a-05:15p	SWING SHIFT	8	18.70	0.00	N	149.60	0
Nov 03	GARRETT, CHRISTI	08:15a-05:15p	SWING SHIFT	8	18.70	0.00	N	149.60	0
Nov 04	GARRETT, CHRISTI	08:15a-05:15p	SWING SHIFT	8	18.70	0.00	N	149.60	0

							40		
Oct 31	GREER, MORINE	07:30a-04:30p	SCREENER4	8	18.70	0.00	N	149.60	0
Nov 01	GREER, MORINE	07:30a-04:30p	SCREENER4	8	18.70	0.00	N	149.60	0
Nov 02	GREER, MORINE	08:00a-05:00p	SCREENER5	8	18.70	0.00	N	149.60	0
Nov 03	GREER, MORINE	08:00a-05:00p	SCREENER5	8	18.70	0.00	N	149.60	0
Nov 04	GREER, MORINE	08:00a-05:00p	SCREENER5	8	18.70	0.00	N	149.60	0
							40		
Oct 31	HALL, DAVID	08:00a-05:00p	ACCT MANAGER	8	22.77	0.00	N	182.16	0
Nov 01	HALL, DAVID	08:00a-05:00p	ACCT MANAGER	8	22.77	0.00	N	182.16	0
Nov 02	HALL, DAVID	08:00a-05:00p	ACCT MANAGER	8	22.77	0.00	N	182.16	0
Nov 03	HALL, DAVID	08:00a-05:00p	ACCT MANAGER	8	22.77	0.00	N	182.16	0
Nov 04	HALL, DAVID	08:00a-05:00p	ACCT MANAGER	8	22.77	0.00	N	182.16	0
							40		
Oct 31	JACKSON, SONJA	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 01	JACKSON, SONJA	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 02	JACKSON, SONJA	07:00a-08:00p	SCREENER3	12	18.70	0.00	N	224.40	0
							28		
Oct 31	JOSEPH, LYS	06:00a-03:00p	SCREENER	8	18.70	0.00	N	149.60	0
Nov 01	JOSEPH, LYS	06:30a-03:30p	Screeener Early	8	18.70	0.00	N	149.60	0
Nov 02	JOSEPH, LYS	06:30a-03:30p	Screeener Early	8	18.70	0.00	N	149.60	0
Nov 03	JOSEPH, LYS	06:30a-03:30p	Screeener Early	8	18.70	0.00	N	149.60	0
Nov 04	JOSEPH, LYS	06:30a-03:30p	Screeener Early	8	18.70	0.00	N	149.60	0
							40		
Oct 31	LEON, MARGIE	08:00a-05:00p	SCREENER5	8	18.70	0.00	N	149.60	0
Nov 01	LEON, MARGIE	08:00a-05:00p	SCREENER5	8	18.70	0.00	N	149.60	0
Nov 02	LEON, MARGIE	08:00a-05:00p	SCREENER5	8	18.70	0.00	N	149.60	0
Nov 03	LEON, MARGIE	08:00a-05:00p	SCREENER5	8	18.70	0.00	N	149.60	0
Nov 04	LEON, MARGIE	08:00a-06:30p	SCREENER5	9.5	18.70	0.00	N	177.65	0
							41.5		
Nov 01	MAYNE, EAN	08:00a-05:00p	SCREENER5	8	18.70	0.00	N	149.60	0
Nov 02	MAYNE, EAN	07:30a-04:30p	SCREENER4	8	18.70	0.00	N	149.60	0
Nov 03	MAYNE, EAN	07:30a-04:30p	SCREENER4	8	18.70	0.00	N	149.60	0
Nov 04	MAYNE, EAN	07:30a-04:30p	SCREENER4	8	18.70	0.00	N	149.60	0
							32		
Oct 31	Mendez, Ignacio	06:00a-03:00p	SCREENER	8	18.70	0.00	N	149.60	0
Nov 01	Mendez, Ignacio	06:00a-03:00p	SCREENER	8	18.70	0.00	N	149.60	0
Nov 02	Mendez, Ignacio	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 03	Mendez, Ignacio	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 04	Mendez, Ignacio	06:00a-03:00p	SCREENER	8	18.70	0.00	N	149.60	0
							40		
Oct 31	OVIL, MICHAEL	07:30a-04:30p	SCREENER4	8	18.70	0.00	N	149.60	0
Nov 01	OVIL, MICHAEL	07:30a-04:30p	SCREENER4	8	18.70	0.00	N	149.60	0
Nov 02	OVIL, MICHAEL	07:30a-04:30p	SCREENER4	8	18.70	0.00	N	149.60	0
Nov 03	OVIL, MICHAEL	07:30a-04:30p	SCREENER4	8	18.70	0.00	N	149.60	0
Nov 04	OVIL, MICHAEL	07:30a-04:30p	SCREENER4	8	18.70	0.00	N	149.60	0
							40		
Oct 31	PAREDES, LUIS	06:00a-03:00p	SCREENER	8	18.70	0.00	N	149.60	0
Nov 01	PAREDES, LUIS	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 02	PAREDES, LUIS	06:00a-03:00p	SCREENER	8	18.70	0.00	N	149.60	0
Nov 03	PAREDES, LUIS	06:00a-03:00p	SCREENER	8	18.70	0.00	N	149.60	0
Nov 04	PAREDES, LUIS	06:00a-03:00p	SCREENER	8	18.70	0.00	N	149.60	0
							40		
Oct 31	PRICE, SHIRLEY	06:30a-03:30p	Screeener Early	8	18.70	0.00	N	149.60	0
Nov 01	PRICE, SHIRLEY	07:30a-04:30p	SCREENER4	8	18.70	0.00	N	149.60	0
Nov 02	PRICE, SHIRLEY	07:30a-04:30p	SCREENER4	8	18.70	0.00	N	149.60	0
Nov 03	PRICE, SHIRLEY	06:30a-03:30p	Screeener Early	8	18.70	0.00	N	149.60	0
Nov 04	PRICE, SHIRLEY	06:30a-03:30p	Screeener Early	8	18.70	0.00	N	149.60	0
							40		
Oct 31	Pena, Carlos	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 03	Pena, Carlos	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 04	Pena, Carlos	08:00a-04:00p	SCREENER3	7	18.70	0.00	N	130.90	0
							23		
Nov 01	Pierre, Jonas	09:00a-04:00p	SCREENER3	6	18.70	0.00	N	112.20	0
Nov 02	Pierre, Jonas	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 03	Pierre, Jonas	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 04	Pierre, Jonas	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
							30		
Oct 30	SOSA, ALAIN	07:30a-03:30p	SCREENER4	7	18.70	0.00	N	130.90	0

Oct 31	SOSA, ALAIN	04:00p-12:00a	POST 7	8	18.70	0.00	N	149.60	0
Nov 01	SOSA, ALAIN	04:00p-12:00a	POST 7	8	18.70	0.00	N	149.60	0
Nov 02	SOSA, ALAIN	04:00p-12:00a	POST 7	8	18.70	0.00	N	149.60	0
Nov 03	SOSA, ALAIN	04:00p-12:00a	POST 7	8	18.70	0.00	N	149.60	0
Nov 04	SOSA, ALAIN	04:00p-12:00a	POST 7	8	18.70	0.00	N	149.60	0
Nov 05	SOSA, ALAIN	07:30a-04:30p	SCREENER4	8	18.70	0.00	N	149.60	0
				55					
Oct 31	SWABY, CASSELL	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 01	SWABY, CASSELL	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 02	SWABY, CASSELL	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 03	SWABY, CASSELL	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 04	SWABY, CASSELL	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
				40					
Oct 30	TAMAYAC, BETSY	07:00a-03:00p	SCREENER3	7	18.70	0.00	N	130.90	0
Oct 31	TAMAYAC, BETSY	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 01	TAMAYAC, BETSY	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 02	TAMAYAC, BETSY	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 03	TAMAYAC, BETSY	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 04	TAMAYAC, BETSY	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 05	TAMAYAC, BETSY	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
				55					
Oct 31	TORRES, ANGEL	07:30a-02:30p	SCREENER4	6	18.70	0.00	N	112.20	0
				6					
Nov 01	TORRES, FRANCIS	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 02	TORRES, FRANCIS	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 03	TORRES, FRANCIS	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 04	TORRES, FRANCIS	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
				32					
Oct 31	TROY, MARILYN	07:00a-07:00p	LEAD 1	11	21.31	0.00	N	234.41	0
Nov 01	TROY, MARILYN	07:00a-04:00p	LEAD 1	8	21.31	0.00	N	170.48	0
Nov 02	TROY, MARILYN	07:00a-04:00p	LEAD 1	8	21.31	0.00	N	170.48	0
Nov 03	TROY, MARILYN	07:00a-04:00p	LEAD 1	8	21.31	0.00	N	170.48	0
Nov 04	TROY, MARILYN	07:00a-04:00p	LEAD 1	8	21.31	0.00	N	170.48	0
				43					
Oct 31	Vega, Marynett	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 01	Vega, Marynett	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 02	Vega, Marynett	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 03	Vega, Marynett	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 04	Vega, Marynett	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
				40					
Nov 05	WADE, KATIE	07:30a-05:30p	STELLA POST 8	9	18.70	0.00	N	168.30	0
				9					
Oct 31	WILLIAMS, ROBERT	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 01	WILLIAMS, ROBERT	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 02	WILLIAMS, ROBERT	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 03	WILLIAMS, ROBERT	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
Nov 04	WILLIAMS, ROBERT	07:00a-04:00p	SCREENER3	8	18.70	0.00	N	149.60	0
				40					
	TOTAL:			1189		0.00		\$22,621.56	0
	Total Amount for Normal (N):			1189				\$22,621.56	
	Overtime 1 (1):			0				\$0.00	
	Overtime 2 (2):			0				\$0.00	
	Overtime 3 (3):			0				\$0.00	
	Special Day (S):			0				\$0.00	

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

ADAM H. PUTNAM
COMMISSIONER

DIVISION OF LICENSING

10/23/15
DATE ISSUED

10/13/18
DATE OF EXPIRATION

B 2900130
LICENSE NUMBER

NORRED & ASSOCIATES, INC.

2300 PALM BEACH LAKES BLVD. 04
SUITE 204
WEST PALM BEACH, FL 33409

BOHLING, JEFF R., PRESIDENT
GETMAN, DANIELLE N., SECRETARY

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



ADAM H. PUTNAM
COMMISSIONER

CITY OF WEST PALM BEACH

DEPARTMENT OF DEVELOPMENT SERVICES



WEST PALM BEACH

Development Services

Attached is your 2016 - 2017 Business Receipt evidencing payment of fees for your Local Business Tax; Certificate of Use (if applicable); Sidewalk Café Permit (if applicable); and/or Extended Hours Alcohol Permit (if applicable).

Business Tax Receipt: This document, based on the business category codes listed below, is your Business Tax Receipt. THIS BUSINESS TAX RECEIPT MUST BE DISPLAYED ON THE PREMISES IN A PLACE WHERE IT MAY BE SEEN AT ALL TIMES (Sec. 82-160 City Code).

Certificate of Use: A certificate of use may be suspended or revoked in accordance with Sec. 22-39 of the City Code.

Sidewalk Café Permit: A sidewalk café permit requires compliance with the conditions in Secs. 78-345 and 78-347 of the City Code. A sidewalk café permit may be suspended or revoked pursuant to Sec. 78-348 of the City Code.

Extended Hours Alcohol Permit: An extended hours alcohol permit requires compliance with the conditions in Sec. 6-8 of the City Code and may be suspended or revoked as provided in said section.

FOR INFORMATION CALL (561) 805-6700 OR FAX (561) 805-6676 / HOURS 8:00 AM - 5:00 PM — MONDAY - FRIDAY

INSTRUCTIONS: PLEASE POST IN A CONSPICUOUS PLACE AT YOUR PLACE OF BUSINESS.



WEST PALM BEACH

Development Services

CITY OF WEST PALM BEACH

2016 to 2017 BUSINESS RECEIPT

NOT TRANSFERABLECITY OF WEST PALM BEACH
P.O. BOX 3147, WEST PALM BEACH, FL. 33402

0000034256
NORRED & ASSOCIATES INC
2300 PALM BEACH LAKES BLVD # 204

ADMIN OFFICE
FOR CONDUCTING INTERVIEWS

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
66502	561110	OFFICE ADMINISTRATIVE SERVICES	86.81
TOTAL			86.81

THIS DOCUMENT NOT VALID
UNTIL FUNDS ARE COLLECTED

EXPIRES
SEPTEMBER 30,
2017

**PAID 86.81 **BAL 0.00

State of Florida

Department of State

I certify from the records of this office that NORRED & ASSOCIATES, INC. is a Georgia corporation authorized to transact business in the State of Florida, qualified on April 18, 2008.

The document number of this corporation is F08000001741.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on January 6, 2017, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Sixth day of January, 2017*



Ken Datzner
Secretary of State

Tracking Number: CC6549095258

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Palm Beach County
Office of Small Business Assistance
Certifies That
GENERAL SECURITY SERVICES, LLC

Vendor # VC0000005708

is a Small/Minority Business Enterprise as prescribed by section 2-80.21 – 2-80.35 of the Palm Beach County Code for a three year period from January 27, 2017 to January 26, 2020

The following Services and/or Products are covered under this certification:

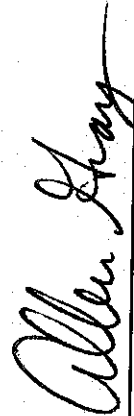
**GUARD AND SECURITY SERVICES;
SECURITY CONSULTING SERVICES;
SECURITY GUARDS AND PATROL SERVICES;
TRAINING, ON-SITE, INSTRUCTOR LED.**

Palm Beach County Board of County Commissioners



Paulette Burdick, Mayor
Melissa McKinlay, Vice Mayor
Hal Valeche
Dave Kerner
Steven L. Abrams
Mary Lou Berger
Mack Bernard

County Administrator
Verdenia C. Baker


Allen F. Gray, Manager

1/26/2017

State of Florida

Minority Business Certification

General Security Services, LLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

01/18/2017 to 01/18/2019



Chad Poppell, Secretary
Florida Department of Management Services



ATTACHMENT "A"
SPECIAL CONTRACT PROVISIONS

for the purposes of the Acts, include "actual construction, alteration and/or repair, including painting and decorating." The requirements of both Acts are incorporated into a single clause (see 29 CFR 3.11) and are enumerated at 29 CFR 5.5a. In accepting this order or contract, the contractor further agrees to include a similar requirement in all subcontracts financed in whole or in part with federal assistance provided by FTA.

22. Contract Work Hours and Safety Standards Act Requirements. If the solicitation involves a construction project in excess of \$2,000 or a non-construction project to which the Act applies over \$2,500, and is financed at least partly by loans or grants from the Federal Government, the contractor agrees to comply with the Contract Work Hours and Safety Standards Act, codified at 40 USC 3701, et seq. The contractor also agrees to include a similar requirement in all subcontracts financed in whole or in part with federal assistance provided by FTA.

23. Transit Employee Protective Agreements. If this solicitation involves transit operations performed by employees of a contractor recognized by FTA to be a transit operator, the contractor agrees to comply with the applicable transit employee protective requirements, as follows, and further agrees to include the applicable requirement(s) in each subcontract involving transit operations financed in whole or in part with federal assistance provided by FTA:

- a. General Transit Employee Protective Requirements -- To the extent that FTA determines that transit operations are involved, the contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under the contract and to meet the employee protective requirements of 49 USC A5333(b) and U.S. Department of Labor guidelines at 29 CFR part 215, and any amendments thereto.
- b. Transit Employee Protective Requirements for Projects for Elderly Individuals and Individuals with Disabilities -- If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 USC §5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 USC §5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed, the contractor agrees to comply with terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 USC §5333(b), 29 CFR Part 215, and any amendments thereto.
- c. Nonurbanized Areas -- If the contract involves transit operations financed in whole or in part with federal assistance authorized by 49 USC §5311, the contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Labor and Transportation, dated May 31, 1979, and the procedures implemented by the U.S. Department of Labor or any revision thereto.

24. Fly America. The contractor agrees to comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administration regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The contractor shall submit, if a foreign air carrier is used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certification of compliance with the Fly America requirements. The contractor agrees to include this requirement in all subcontracts that may involve international air transportation.

25. Cargo Preference. The contractor agrees to use privately-owned U.S. Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent that such vessels are available at fair and reasonable rates for U.S. Flag commercial vessels. The contractor also agrees to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described above to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590, and to Palm Beach County (through the contractor in the case of subcontractor's bill-of-lading). The contractor further agrees to include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

26. Drug and Alcohol Testing. If this solicitation involves the operation of a transit service or provides transit vehicle maintenance and/or repair services for or on behalf of Palm Beach County, the contractor agrees to participate in Palm Beach County Office of Transportation's drug and alcohol testing program or agrees to establish and implement its own drug and alcohol testing program that complies with 49 CFR Part 655. In the event the contractor subcontracts all or part of the transit

ATTACHMENT "A"
SPECIAL CONTRACT PROVISIONS

service to a third party, a similar requirement including review and approval by the County's contract administrator must be included in any subsequent agreement. The contractor further agrees to certify, prior to the commencement of services under the contract and annually thereafter, compliance with current FTA regulations, including the submittal of the Management Information System (MIS) reports annually, to the Director, Office of Transportation. A certification format is appended as Exhibit 3.

27. Patent and Rights in Data. If this solicitation involves patent and rights in data requirements for federally-assisted research projects in which FTA finances in whole or in part the development of a product or information, the contractor agrees to be bound by the terms and conditions contained at 49 CFR Part 19, Appendix A, Section 5, and with any other implementing requirements FTA may issue. These patent and rights in data requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development and/or in writing the user's manual.

28. Privacy Act. If this solicitation involves the operation of a transit service or provides transit vehicle maintenance and/or repair services for or on behalf of Palm Beach County, and drug and alcohol enforcement activities files are organized so that information could be retrieved by personal identifier, the contractor agrees to comply with, and assures the compliance of its employees with, information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC 552a. Among other things, the contractor agrees to obtain the express consent of the Federal Government before the contractor or its employees operate a system of records on behalf of the Federal Government. The contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violating the Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. The contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with federal assistance provided by FTA.

29. Charter Bus. If this is an Operational Service contract, the contractor agrees to comply with 49 USC 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally-funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

30. School Bus Requirements. If this is an Operational Service contract, pursuant to 49 USC 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally-funded equipment, vehicles, or facilities.

31. Conformance with ITS National Architecture. With respect to all Contracts involving the provision of Intelligent Transportation Systems ("ITS"), Contractor agrees to conform to the ITS National Architecture, as promulgated by the United States Department of Transportation, Intelligent Transportation Systems, Joint Program Office.

32. Seismic Safety. If this solicitation pertains to the construction of new buildings or additions to existing buildings, the contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with standards outlined in U.S. Department of Transportation Seismic Safety regulations at 49 CFR Part 41 and will certify compliance to the extent required. The contractor also agrees to ensure that all work performed under the contract, including work performed by a subcontractor, and is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

33. ADA Access. In the fulfillment of this contract and as applicable, the contractor agrees to comply with:

- a) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities,
- b) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities,
- c) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 27 and 37. Notably, DOT incorporated by reference into Appendix A of its regulations at 49 CFR Part 37 the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), which include accessibility guidelines for buildings and facilities. DOT also added specific provisions to Appendix A of 49 CFR Part 37 modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and the DOT amendments, and will certify compliance to the extent required by the regulations.

ADA and ABA Accessibility Guidelines for Buildings and Facilities:
<http://www.access-board.gov/ada-aba/final.cfm>

ATTACHMENT "A"

SPECIAL CONTRACT PROVISIONS

- d) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35,
- e) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194.
- f) Rolling stock must comply with the accessibility requirements of DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37 and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38 subpart B. Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

34. Full and Open Competition. In accordance with 49 CFR Part 18 (the Common Grant Rules), the contractor shall maintain a contract administration system that ensures that it and all subcontractors comply with the terms conditions and specifications of their contracts or purchase orders and all applicable Federal, State and local laws, rules, regulations and requirements. In addition, FTA Circular 4220.1F imposes a prohibition against procurement actions and situations considered restrictive of full and open competition, examples of which include: (a) unreasonable requirements placed on firms in order for them to qualify to do business; (b) unnecessary experience and excessive bonding requirements; (c) noncompetitive pricing practices between firms or between affiliated companies; (d) noncompetitive awards to any person or firms on retainer contracts; (e) organizational conflicts of interest; (f) specification of brand name product requirements, without listing its salient characteristics or allowing "an equal" product to be provided; (g) any arbitrary action in the procurement process; (h) giving or assigning preference to companies providing domestic partnership or similar benefits; and (i) the use of statutorily or administratively imposed in-state or local geographical preferences in the evaluation of bids or proposals, except in those cases where federal statutes expressly mandate or encourage geographic preference (geographic location may be a selection criterion in procurements for architectural and engineering services provided its application leave an appropriate number of qualified firms, given the nature and size of the project, to complete the project).

35. Safe Operation of Motor Vehicles.

a. Seat Belt Use. Pursuant to Executive Order No. 13043, April 16, 1997, 23 U. S. C. § 402, the Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally-operated vehicles and include this provision in any third party subcontracts, leases or similar documents in connection with this project.

b. Distracted Driving, Including Texting While Driving. Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, FTA encourages each third party contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in any third party subcontract leases or similar documents in connection with this project.

c. Safety. The Contractor is encouraged to:

- (1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving Company-owned or rented vehicles; Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or any vehicle, on or off duty, and using an electronic device.
- (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

d. Definitions

- (1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
- (2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

BID #17-015R/MB

Palm Beach County Board of County Commissioners
TRANSPORTATION DEPARTMENT**ATTACHMENT "A"**
SPECIAL CONTRACT PROVISIONS

By signing below I confirm that I have read and understand PART A GENERAL CONDITIONS – APPLICABLE TO THIS SOLICITATION and, PART B ADDITIONAL REQUIREMENTS – CONDITIONAL. FAILURE TO DO SO SHALL RENDER YOUR RESPONSE NON-RESPONSIVE.

COMPANY NAME: Norred & Associates, Inc.ADDRESS: 1003 Virginia Ave., Suite 200CITY/ STATE/ ZIP CODE: Atlanta, GA 30354SIGNATURE: TYPE NAME: Jeff BohlingDATE: 2/24/2017

CONTRACTOR SHALL FULLY COMPLETE INFORMATION AS REQUIRED BY THIS SOLICITATION, INCLUDING THE EXHIBITS. IF APPLICABLE, THE FOLLOWING EXHIBITS AND ATTACHMENTS SHALL BE SIGNED AND RETURNED WITH OFFER. FAILURE TO DO SO SHALL RENDER YOUR RESPONSE NON-RESPONSIVE.

EXHIBIT 1

BUY AMERICA CERTIFICATION---ONLY APPLICABLE IF CONTRACT IS IN EXCESS OF \$100,000 AND USE STEEL, IRON & MANUFACTURED PRODUCTS

EXHIBIT 2

RESTRICTIONS ON LOBBYING CERTIFICATION---ONLY APPLICABLE IF CONTRACT IS IN EXCESS OF \$100,000

EXHIBIT 3

DRUG & ALCOHOL TESTING PROGRAM COMPLIANCE CERTIFICATION---APPLICABLE FOR ALL SERVICE CONTRACTS REGARDLESS OF VALUE

EXHIBIT 1
BUY AMERICA CERTIFICATION**FOR PROCUREMENTS OF STEEL, IRON, AND MANUFACTURED PRODUCTS (INCLUDING
ROLLING STOCK) OVER \$100,000**

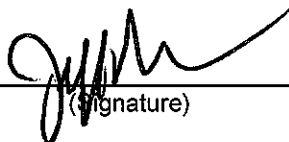
If this contract or purchase order is valued in excess of \$100,000 and involves the procurement of steel, iron, or manufactured products, the bidder or offeror hereby certifies that it:

- ☒ Will meet the requirements of 49 USC 5323(j)(1) and the applicable regulations in 49 CFR part 661.5.
- ☐ Cannot meet the requirements of 49 USC 5323(j)(1) and 49 CFR part 661.5, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

If this contract or purchase order is valued in excess of \$100,000 and involves the procurement of buses, other rolling stock, and associated equipment, the bidder or offeror certifies that it:

- ☒ Will comply with the requirements of 49 USC 5323(j)(2)(C) and the regulations at 49 CFR part 661.11.
- ☐ Cannot comply with the requirements of 49 USC 5323(j)(2)(C) and 49 CFR 661.11, but may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

3/8/2017
(Date)


(Signature)

Norred & Associates, Inc.
(Company)

President

(Title)

Note: This Buy America certification must be submitted to Palm Beach County, if applicable, with all bids or offers on FTA-funded contracts involving construction or the acquisition of goods or rolling stock, except those subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds.

EXHIBIT 2
RESTRICTIONS ON LOBBYING CERTIFICATION

**FOR ALL PROCUREMENTS OVER \$100,000 INVOLVING
CONSTRUCTION/ARCHITECTURAL AND ENGINEERING/ACQUISITION OF ROLLING
STOCK/PROFESSIONAL SERVICE CONTRACTS/OPERATIONAL SERVICE CONTRACTS/
TURNKEY CONTRACTS**


The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph 2 herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 USC 1601, et seq.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 USC A3801, et seq., apply to this certification and disclosure, if any.

3/8/2017
(Date)


(Signature)
Norred & Associates, Inc.
(Company)
President
(Title)


Note: This certification must accompany each bid or offer exceeding \$100,000. Pursuant to 31 USC §3801(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

EXHIBIT 3
DRUG & ALCOHOL TESTING PROGRAM COMPLIANCE CERTIFICATION

FOR TRANSIT OPERATIONAL SERVICE CONTRACTS

The undersigned certifies that the contractor, and its subcontractors as required, has established and implemented an anti-drug and alcohol prevention program in accordance with 49 CFR Part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations."

3/8/2017
(Date)


(Signature)

Norred & Associates, Inc.
(Company)

President
(Title)

CERTIFICATION OF BUSINESS LOCATION **BID # 17-015R/MB**

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference may be given to: (1) bidders having a permanent place of business in Palm Beach County ("County") or (2) bidders having a permanent place of business in the Glades that are able to provide the goods and/or services to be utilized within the Glades. To receive a local preference, bidders must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of the solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the bidder to provide the goods/services being solicited by the County, and will be used to verify that the bidder had a permanent place of business prior to the issuance of the solicitation. The bidder must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or quote submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder to not receive a local preference.

In instances where the bidder is exempt by law from the requirement of obtaining a Business Tax Receipt, the bidder must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the bidder had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said bidders for additional information related to this requirement after the bid/quote due date.

I. Bidder is a:

✓

Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

✓

Headquarters located in Palm Beach County
 Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

Headquarters located in the Glades
 Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of proposer's County Business Tax Receipt verifies bidder's permanent place of business.

THIS CERTIFICATION is submitted by Jeff Bohling, as
 (Name of Individual)

President
 (Title/Position)

of Norred & Associates
 (Firm Name of Bidder)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the bidder on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the bidder.

[Signature]
 (Signature)

3/8/2017
 (Date)

DRUG-FREE WORKPLACE CERTIFICATION
BID #17-015R/MB

IDENTICAL TIE BIDS/PROPOSALS - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids are received from vendors who have not submitted with their bids/proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/proposal, and received on or before the published bid submission time to be considered. The failure to execute and/or return this certification shall not cause any bid/proposal to be deemed non-responsive.

Whenever two (2) or more bids/proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by Jeffrey Bohling the
 (Individual's Name)

President

(Title/Position with Company/Vendor)

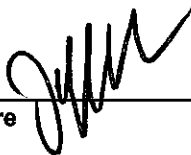
of

Norred & Associates, Inc.

(Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Signature



Date

3/8/2017

NON-DISCRIMINATION POLICY
BID #17-015R/MB

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All bidders doing business with Palm Beach County are required to submit a copy of its non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, **prior** to entering into any contract with Palm Beach County. In the event a bidder does not have a written non-discrimination policy, such bidder shall be required to check the applicable statement and sign below affirming that their non-discrimination policy is in conformance with Palm Beach County's policy.

Check one:

- ☐ Bidder hereby acknowledges that it **does not** have a written non-discrimination policy; however hereby **affirms by signing below** that its non-discrimination policy is in conformance with the above.

OR

- ☒ Bidder hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

NOTE:

Bidder's failure to comply with the above requirements will render bidder non-responsive.

Bidder shall notify Palm Beach County in the event it no longer maintains a non-discrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.

BIDDER:

Norred & Associates, Inc.

Company Name

Signature

Jeff Bohling

Name (type or print)

President

Title



EQUAL EMPLOYMENT OPPORTUNITY

Norred & Associates, Inc. is committed to providing equal opportunity in all of our employment practices, including but not limited to selection, hiring, promotion, transfer, and compensation to all qualified applicants and employees without regard to race, color, religion, sex, national origin, citizenship status, age, handicap or disability, family status or any other category protected by law.

At Norred & Associates, Inc. We pride ourselves on Fairness. We always strive to make good faith efforts through the entirety of our employment process. This philosophy starts at the very top of our Organization and executive levels and carries down through the entire company. Any employee who engages in discrimination will be subject to disciplinary actions including suspension or termination. Any supervisory or managerial employee who knows of such behavior and fails to take immediate and appropriate corrective action will also be subject to disciplinary action.

Norred & Associates, Inc. is proud to be an equal opportunity employer. We are committed to upholding and providing equal employment opportunities to all. Furthermore, we will not tolerate any form of discrimination or harassment of our employees by co-workers, supervisors, customers, or vendors.

SCHEDULE 1 **LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION**

PROJECT NAME OR BID NAME: Uniformed Security Guard Services

PROJECT NO. OR BID NO.: 17-015R/MB

NAME OF PRIME BIDDER: Norred & Associates, Inc.

ADDRESS: 1003 Virginia Ave., Suite 200, Atlanta, GA 30354

CONTACT PERSON: Jeff Bohling

PHONE NO.: 404-761-5058

FAX NO.: 404-762-4282

BID OPENING DATE: March 9, 2017

USER DEPARTMENT: Purchasing

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE-M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK			
	M/WBE	SBE	Black	Hispanic	Women	Caucasian
General Security Services (561)649-3110 5171 10th Ave. N. 1. Greenacres, FL 33463	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		20%		
2.	<input type="checkbox"/>	<input type="checkbox"/>				
3.	<input type="checkbox"/>	<input type="checkbox"/>				
4.	<input type="checkbox"/>	<input type="checkbox"/>				
5.	<input type="checkbox"/>	<input type="checkbox"/>				

(Please use additional sheets if necessary)

Total 20%

Total Bid Price \$ 4,289,305.80

Total SBE-M/WBE Participation Dollar Amount or Percentage of Work 20%

I hereby certify that the above information is accurate to the best of my knowledge:

Signature  Title President

Note:

1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount and/or percentage under the appropriate category.
3. M/WBE information is being collected for tracking purposes only.

Revised 9/7/2011

**OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR**

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor are SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: 17-015R/MB PROJECT NAME: Uniformed Security Guard Services

TO: Norred & Associates, Inc.
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise ☒ Minority Business Enterprise ☒

Black ☐ Hispanic ☒ Women ☐ Caucasian ☐ Other (Please Specify) _____

Date of Palm Beach County Certification: September, 2004

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
1	Security Guards and Patrol Services			23%
2	Security Guards and Patrol Services			23%
3	Security Guards and Patrol Services			23%

at the following price or percentage

(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.

Price or Percentage 20% / General Security Services
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

General Security Services

(Print name of SBE-M/WBE Subcontractor)

By: 

(Signature)

Luis M. Torres

(Print name/title of person executing on behalf
of SBE-M/WBE Subcontractor)

Date: 02/28/2017

**OSBA SCHEDULE 3
SBE-M/WBE ACTIVITY FORM**

SBE-M/WBE ACTIVITY FOR MONTH ENDING _____ PROJECT#: 17-015/MB

PROJECT NAME Uniformed Security Guard Services, Judicial and General Locations, Term Contract

PRIME CONTRACTOR NAME Norred & Associates, Inc.

PROJECT SUPERVISOR Jeff Bohling

Schedule 3 is used to show the monthly payment activity for work performed by each SBE-M/WBE Subcontractor on the project and in conformity with the SBE-M/WBE's submitted on schedule 2. It also shows approved change orders as they impact the SBE-M/WBE Subcontractors. Schedule 3 is to be submitted by the Prime with each payment request to Palm Beach County. In the SBE-M/WBE Subcontracting Information section, list the name(s) of each SBE-M/WBE Subcontractor on the project and the total contracted amount for each SBE-M/WBE Subcontractor on the project. As the project proceeds, please complete each column under the SBE-M/WBE Subcontracting Information section accordingly. In the SBE-M/WBE Category, please check the appropriate category that represents each SBE-M/WBE Subcontractor.

SBE-M/WBE SUBCONTRACTING INFORMATION									SBE-M/WBE Category (check all applicable)						
Name of SBE-M/WBE Subcontractor	SBE-M/WBE Total Contract Amount	Approved Change Orders	Revised SBE-M/WBE Contract Amount	Amount for M/WBE This Period	Amount drawn for SBE-Sub	Amount drawn for SBE-M/WBE Sub to Date	Amount Paid to Date for SBE-M/WBE Subcontractor	Actual Starting Date	Minority Business (✓)	Small Business (✓)	Black	Hispanic	Women	Caucasian	Other (Please Specify)

I hereby certify that the above information is true to the best of my knowledge

Return to: Palm Beach County

Jeff Bohling
(Signature and Title)

Additional Sheets May Be Used As Necessary

NOTE: Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.

Revised 9/7/2011

This is to certify that General Security Services received
(SBE or M/WBE Subcontractor Name)

On

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 -

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 from _____
MM DD YYYY (Prime Contractor Name)

SEE OR M/WBE SUBCONTRACTOR VENDOR CODE: []

*Note: If the subcontractor listed in this section is an SBE or M/WBE a separate schedule 4 is required to verify payment.

Last updated: 11/18/11

**BID RESPONSE
 BID #17-015R/MB**

**UNIFORMED SECURITY GUARD SERVICES, JUDICIAL AND
 GENERAL LOCATIONS, TERM CONTRACT (RE-BID)**

LOT #1 PALM BEACH COUNTY GENERAL LOCATIONS

ITEM NO.	LEVEL OF UNIFORMED SECURITY GUARD	ESTIMATED HOURS PER WEEK	STANDARD HOURLY RATE	TOTAL PER WEEK
1.	UNIFORMED SECURITY GUARD I (UNARMED)	884	\$ 15.77	\$ 13,940.68 ✓
SUB-TOTAL OFFER LOT #1:				\$ 13,940.68

LOT #2 PALM BEACH COUNTY JUDICIAL LOCATIONS

ITEM NO.	LEVEL OF UNIFORMED SECURITY GUARD	ESTIMATED HOURS PER WEEK	STANDARD HOURLY RATE	TOTAL PER WEEK
1.	UNIFORMED SECURITY GUARD II (UNARMED)	2183	\$ 17.13	\$ 37,394.79 ✓
2.	UNIFORMED SECURITY GUARD V (ARMED)	140	\$ 18.44	\$ 2,581.60 ✓
3.	UNIFORMED SECURITY GUARD VI (LEAD WORKER)	200	\$ 18.18	\$ 3,636.00 ✓
SUB-TOTAL OFFER LOT #2:				\$ 43,612.39 ✓

LOT #3 PALM BEACH COUNTY INTERNATIONAL AIRPORT (PBIA)

ITEM NO.	LEVEL OF UNIFORMED SECURITY GUARD	ESTIMATED HOURS PER WEEK	STANDARD HOURLY RATE	TOTAL PER WEEK
1.	UNIFORMED SECURITY GUARD III (PBIA)	304	\$ 17.27	\$ 5,250.08 ✓
SUB-TOTAL OFFER LOT #3:				\$ 5,250.08

LOT #4 PALM BEACH COUNTY PALM TRAN

ITEM NO.	LEVEL OF UNIFORMED SECURITY GUARD	ESTIMATED HOURS PER WEEK	STANDARD HOURLY RATE	TOTAL PER WEEK
1.	UNIFORMED SECURITY GUARD IV (ARMED)	730	\$ 18.03	\$ 13,161.90 ✓
SUB-TOTAL OFFER LOT #4:				\$ 13,161.90

LOT #5 PALM BEACH COUNTY SITE/FIELD SUPERVISOR

ITEM NO.	LEVEL OF UNIFORMED SECURITY GUARD	ESTIMATED HOURS PER WEEK	STANDARD HOURLY RATE	TOTAL PER WEEK
1.	SITE/FIELD SUPERVISOR	80	\$ 19.06	\$ 1,524.80 ✓
SUB-TOTAL OFFER LOT #5:				\$ 1,524.80

BID RESPONSE
BID #17-015R/MB

**UNIFORMED SECURITY GUARD SERVICES, JUDICIAL AND
GENERAL LOCATIONS, TERM CONTRACT (RE-BID)**

LOT #6 PALM BEACH COUNTY JUDICIAL SITE/FIELD SUPERVISOR

ITEM NO.	LEVEL OF UNIFORMED SECURITY GUARD	ESTIMATED HOURS PER WEEK	STANDARD HOURLY RATE	TOTAL PER WEEK
1.	SITE/FIELD SUPERVISOR	240	\$ 20.82	\$ 4,996.80 ✓
SUB-TOTAL OFFER LOT #6:				\$ 4,996.80
TOTAL PER WEEK OFFER (LOT #1 THROUGH LOT #6):				\$ 82,486.65 ✓
TOTAL ANNUAL OFFER:				\$ 4,289,305.80 ✓

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Acknowledge Non-Discrimination Policy Form is included as specified herein?

YES/INITIAL

Acknowledge Pre-Bid Conference was made, per Term and Condition #11?

YES/INITIAL

Acknowledge Qualification of Bidders information is included, per Term and Condition #13?

YES/INITIAL

Acknowledge Criminal History Records Check requirement, per Term & Condition #14&15?

YES/INITIAL

Acknowledge Attachment A, Special Contract Provisions is completed and submitted per Term & Condition #20?

YES/INITIAL

Acknowledge Performance and Payment Bond requirement, per Term and Condition #21?

YES/INITIAL

Acknowledge Insurance requirements, per Term and Condition #24?

YES/INITIAL

*** PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)**

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

Per General Term and Condition #7, if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

FIRM NAME: (Enter the entire legal name of the bidding entity)

DATE:

Norred & Associates Inc.

3/8/2012

*** SIGNATURE:**

PRINT NAME: Jeff Bohling

PRINT TITLE: President

ADDRESS: 1003 Virginia Ave., Suite 200

CITY / STATE: Atlanta, GA

ZIP CODE: 30354

TELEPHONE # (404) 761-5058

E-MAIL: jbohling@norred.com

TOLL FREE # (800) 962-6363

FAX #: (404) 762-4282

APPLICABLE LICENSE(S)

NUMBER # 2900130

TYPE: B - Security Agency

FEDERAL ID # 58-1446148

BENEFITS WITH SELECTING NORRED

Why Norred

- ❑ Security Company versus a Personnel Company
- ❑ Will manage your security department allowing you to focus on your core business.
- ❑ Full Service Security Firm
- ❑ Local Support with National Resources
- ❑ Experience
- ❑ Value Added Services
 - Training for your tenants at no charge
 - ◆ Personal Safety
 - ◆ Workplace Violence
 - ◆ Security Consulting
 - ◆ CPR & AED Certification
- ❑ Will manage your security department allowing you to focus on your core business.
- ❑ Simplified Billing
 - Do not charge a premium for overtime or holidays

TRAINING

Norred & Associates, Inc. Basic Training for Security Officers includes the following:

Introduction to Security

General Duties

Importance of Security Officers

Report Writing

Customer Service

Fire Prevention & Control

Human & Public Relations

Emergency Situations

Communications

Safety

Patrol Techniques

Legal Issues Modules I & II

The majority of our classroom instruction is interactive with a live instructor and supplemented with video modules from **PSTN**. Norred & Associates, Inc. maintains an extensive library of **PSTN** advanced security-training materials for in-service training and career development of our Officers.

Thank You

Thank You. If you have any questions please call Jeff Bohling at 404.787.6408 for additional information.

N&A
Norred & Associates, Inc.
Corporate Security & Investigations