





TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** June 25, 2020

RE: *Approval of Professional Services Agreement between Southern Nevada Health District and Universal Protection Service, LP doing business as Allied Universal Security Services*

PETITION #49-20

That the Southern Nevada District Board of Health Approve the Professional Services Agreement between Southern Nevada Health District and Universal Protection Service, LP doing business as Allied Universal Security Services

PETITIONERS:

Alfred McGugin, FQHC Operations Officer
Amy Hagan, SPHR, Director of Human Resources & Organizational Development 
Fermin Leguen, MD, MPH, Acting Chief Health Officer 

DISCUSSION:

The Southern Nevada Health District has an immediate need for professional security services for Health District's Emergency Prefabricated Temporary Non-Congregational Shelter ("NCS") buildings, to be placed at 280 S. Decatur Blvd, wherein shelter will be provided for ambulatory members of the target population affected by the current COVID-19 public health emergency. The installation of such buildings is underway effective May 22, 2020. The Contractor agrees to provide the District with professional security services to the NCS buildings and to meet the emergent security needs of the District's COVID-19 target population. This agreement shall be effective through June 30, 2021.

FUNDING:

This contract is funded through the FQHC Disaster Relief Fund.

Responsible Party: Both HD and **CONTRACT REQUEST FORM**

Requester: Edie Cleveland Department/Phone: 0877

Contractor's Information:

Contractor: Allied Universal Security Services
 Point of Contact: Steve McCoy Signatory Name: _____
 Phone No.: 702-544-8396 Signatory Title: _____
 E-mail Address: Steve.Mccoy@aus.com Signatory Other: _____
 Address: 4000 S Eastern Ave #210 Las Vegas NV 89119

Contract Information: MOU Professional Services Maintenance and Repair Services Affiliation Construction* SaaS

Contract Type(s):
 (Select all that apply) Interlocal* Equipment Lease Real Property Lease* Other: _____

Contract Start Date: Upon Signature New Agreement Amendment

Contract End Date: 6/30/2021 * Board Petition required. Some service and other contract types may also require a board petition. Contract Administrator will notify Project Manager if required.

Funding Information:

Insert correct funding code(s) below for each funding source. If additional lines are required, please provide on a new page.

Item	GL Key	Account	Project (Grant Fund)	Category	Funding
1	0059040660	7340			\$ 220,584.00
2					\$
3					\$
4					\$

Contract value over \$5,000? Yes No If yes, select one: Sole Source Competitive
 Note: If sole source, include an approved sole source justification with this form. If competitive, more than one source will be requested to provide a bid or proposal, depending on the estimated dollar value (provide sources if known).

Complete the following if the value of the contract is over \$0. The items will match the funding codes above. If additional lines are required, please attach a separate document with the required information.

Item	Description	Unit	Qty	Each	Total
1	FY 20 3 weeks 7 security guards per week	HR	840	\$ 30.30	\$ 25,452.00
2	FY 21 23 weeks 7 security guards per week	HR	6,440	\$ 30.30	\$ 195,132.00
3	total of 6 months				\$ 0.00
4					\$ 0.00
TOTAL					\$ 220,584.00

Attach the following document, as applicable: Scope of Work, budget details, proposal(s), approved Sole Source Justification form, signed Request for Proposal form, drafted Petition with number, and any other pertinent documents.

HIPAA:

Will the contract require the disclosure of personal health information? Yes No
 Will the contract require the disclosure of personally identifiable information? Yes No

By signing below, I hereby certify the availability of funding to cover this requirement in full/annually, and I authorize Contract Administration to develop a contract document accordingly.

Accountant**: Monica Galaviz Digitally signed by Monica Galaviz
DN: cn=Monica Galaviz, email=mgalaviz@SHHD.ORG
Date: 2020.05.27 09:58:44 -0700 Print Name: Monica Galaviz Date Signed: 5/27/2020
 Project Manager: Edie D. Cleveland Digitally signed by Edie D. Cleveland
DN: cn=Edie D. Cleveland, email=ecleveland@SHHD.ORG
Date: 2020.05.27 09:58:44 -0700 Print Name: Edie Cleveland Date Signed: 5/20/20
 Department Manager: Alfred McGugin Digitally signed by Alfred McGugin
Date: 2020.05.21 15:06:04 -0700 Print Name: Alfred McGugin Date Signed: 5/21/20
 Division Director: Amy Hagan Digitally signed by Amy Hagan
Date: 2020.05.27 09:58:44 -0700 Print Name: Amy Hagan Date Signed: 5/20/20

** Only if funding applies

Date of Exclusions Check: _____
 Exclusion, SAM.gov? Yes No
 Exclusion, OIG? Yes No
 Tax ID No. _____

Administrative Use Only

DUNS No. _____
 Contract No. _____
 Amendment No. _____ Vendor No. _____



**PROFESSIONAL SECURITY SERVICES AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
UNIVERSAL PROTECTION SERVICE, LP
DOING BUSINESS AS
ALLIED UNIVERSAL SECURITY SERVICES
C2000149**

This Professional Security Services Agreement (“Agreement”) is made and entered into by and between the Southern Nevada Health District (“Health District” or “Agency”) and Universal Protection Services, LP, doing business as Allied Universal Security Services (“Contractor”) (individually “Party” and collectively “Parties”).

RECITALS

WHEREAS, Health District is the public health entity organized pursuant to Nevada Revised Statutes (“NRS”), Chapter 439 with jurisdiction over all public health matters within Clark County, Nevada; and

WHEREAS, the Southern Nevada Community Health Center, a division within the Southern Nevada Health District, is a licensed safety net provider of comprehensive primary and preventive medical services, sexual health care services, dental health care services, and reproductive health services, and is committed to providing access to health care for medically underserved, uninsured, and underinsured individuals (the “Target Population”); and

WHEREAS, the immediate need for professional security services for Health District’s Emergency Prefabricated Temporary Non-Congregational Shelter (“NCS”) Buildings, to be placed at Health District’s 280 S. Decatur Blvd., Las Vegas, Nevada, 89107 location (the “Location”), wherein shelter will be provided for ambulatory members of the Target Population affected by the current COVID-19 public health emergency (the “COVID-19 Target Population”) has been identified by Health District, and the installation of such buildings (together, the “NCS Buildings”) is underway effective May 22, 2020; and

WHEREAS, Contractor represents in its Technical Proposal Response dated July 5, 2017 to the State of Nevada’s (“State”) Request for Proposal (“RFP”) 3455 that it is the largest provider of security professionals in the state of Nevada, with a deep presence in the city of Las Vegas; and

WHEREAS, pursuant to NRS 332.195, Health District intends to rely upon the State’s RFP 3455, and also Contractor’s Technical Proposal Response and Cost Proposal Response dated July 5, 2017 thereto as foundational documents supporting this Agreement; and

WHEREAS, as a procurement contractor, Contractor agrees to provide Health District with professional security services to secure the NCS Buildings, and to meet the emergent security needs of Health District's COVID-19 Target Population (the "Services").

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Parties agree as follows:

1) **TERM, TERMINATION AND AMENDMENT.** This Agreement shall be effective from the last signature affixed hereto through June 30, 2021, unless sooner terminated by either Party as set forth in this Agreement.

1.01 This Agreement may be terminated by either Party prior to the date set forth in paragraph 1, provided that a termination shall not be effective until thirty (30) days after a Party has served written notice upon the other Party.

1.02 This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party with or without cause.

1.03 This Agreement will immediately terminate (i) if Contractor becomes excluded, debarred, suspended, or otherwise ineligible to participate in federal programs, including federal health care programs and federal procurement or non-procurement programs; or (ii) if Contractor's insurance as required pursuant to this Agreement is canceled or non-renewed; or (iii) if, upon Health District request, Contractor fails to timely produce evidence of current insurance coverage in accordance with this Agreement; or (iv) it is found by Health District that Contractor has failed to disclose any material conflict of interest relative to the performance of this Agreement.

1.04 Upon termination, Contractor will be entitled to payment for services provided prior to date of termination and for which Contractor has submitted an invoice but has not been paid.

1.05 This Agreement is subject to the availability of funding and shall be terminated immediately if, for any reason, state and/or federal funding ability, or grant funding budgeted to satisfy this Agreement is withdrawn, limited or impaired.

1.06 This Agreement may only be amended, modified or supplemented by a writing signed by a duly authorized agent/officer of each Party and effective as of the date stipulated therein.

2) **INCORPORATED DOCUMENTS.**

2.01 The following attachments are specifically made a part of and are expressly incorporated by herein:

ATTACHMENT AA: State RFP 3455 and Amendment #1 to RFP 3455

ATTACHMENT BB: State Insurance Schedule

ATTACHMENT CC: Contractor's Technical Proposal Response to State's RFP 3455

ATTACHMENT DD: Contractors Cost Proposal Response to State's RFP 3455

ATTACHMENT EE: Business Associate Agreement
ATTACHMENT FF: Additional Requirements for Non-Federal Entities Receiving
Payment Made with Federal Funds

- 2.02 Unless an integrated Attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such Attachment and this Agreement shall be construed consistent with the terms of this Agreement.
- 3) **SERVICES/STANDARD OF PERFORMANCE AND COMPENSATION.** The Parties agree that Contractor will provide the Services to Health District as specified in Section 2, Incorporated Documents, and in a professional and timely manner consistent with that degree of skill, care, and diligence in accordance with the applicable professional standards currently recognized and observed by national firms performing the same or similar Services. Contractor will be reimbursed for compensation for Services actually provided in a total amount not-to-exceed \$220,584 for the term of this Agreement.
- 3.01 Contractor has, or will recruit and retain, such qualified employees as it may need to perform the Services required by this Agreement. Contractor shall perform the Services in compliance with all applicable federal, state, and local laws, statutes, regulations, and industry standards. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of any and all reports furnished under this Agreement.
- 3.02 At Contractor's sole expense, and upon written acceptance by Health District, Contractor shall appoint a Manager, who will manage the performance of Services hereunder. All Services specified by this Agreement shall be performed by the Manager, or by Contractor's employees under the personal supervision of the Manager. Should the Manager, or any employee of Contractor be unable to complete his or her responsibility for any reason, Contractor must obtain written approval by Health District prior to replacing him or her with another equally qualified person. If Contractor fails to make a required replacement within 30 days, Health District may terminate this Agreement for default.
- 3.03 If Contractor fails to meet applicable professional standards, Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its Services and reports regarding same.
- 4) **HEALTH DISTRICT RESPONSIBILITIES.**
- 4.01 In addition to training to be provided by Contractor pursuant to Attachment CC, Section 2.8.6, Health District will provide the following training to Contractor employees reporting for duty:
- a) Introduction to COVID-19: Prevention and Care
 - b) NCS Building Orientation
 - c) Patient and Personal Safety

- d) ICS Series: 100 and 700
- 4.02 Health District will issue the following Personal Protection Equipment (“PPE”) as needed to any Contractor employees who may be required to enter one or both of the NCS Buildings. Contractor employees shall comply with Health District policy, procedure, and guidelines concerning use of PPE:
- a) Shoe coverings
 - b) Gloves
 - c) Gowns
 - d) Masks (N95 respirator and surgical) to be fit tested by Health District as appropriate
 - e) Face Shield
- 4.03 Contractor will ensure its employees are screened for Tuberculosis (“TB”) prior to reporting for duty at Health District. Contractor may arrange for such TB screening to be performed by Health District.
- 5) **CONTRACTOR RESPONSIBILITIES.**
- 5.01 Prior to reporting for duty at Health District, Contractor will inform each employee of expectations for compliance with Health District policy, procedure, and guidance, to include appropriate use of PPE.
- 5.02 Contractor’s general scope of work shall be to supply appropriate security guard services at Health District’s NCS Buildings, with specific tour duties and post orders to be agreed upon by the Parties prior to Contractor’s provision of Services.
- a) For the purpose of this Agreement, Subsection 2.8.3.2 of Attachment AA, State RFP 3455 and Amendment 1 to RFP 3455, is hereby deleted in its entirety.
- 6) **BOOKS AND RECORDS.** Each Party shall keep and maintain under generally accepted accounting principles full, true and complete books, records, and documents as are necessary to fully disclose to the other Party, properly empowered government entities, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with the terms of this Agreement and any applicable statutes and regulations. All such books, records and documents shall be retained by each Party in accordance with its respective Records Retention Schedule, or for a minimum of five (5) years; whichever is longer, from the date of termination of this Agreement. This retention time shall be extended when an audit is scheduled or in progress for a period of time reasonably necessary to complete said audit and/or to complete any administrative and/or judicial processes which may ensue.
- 7) **FEDERAL AUDIT REQUIREMENTS – FOR-PROFIT ORGANIZATIONS.**

- 7.01 Contractor, a for-profit organization, may be required to have an audit if it, directly or indirectly, expends a total of \$750,000 or more in federal funds under one or more Federal awards. Consistent with 2 CFR Part 200 as amended, Contractor has two options regarding the type of audit that will satisfy audit requirements:
- a) An audit made in accordance with Generally Accepted Government Auditing Standards (aka the Yellow Book), as revised; or
 - b) An audit that meets the requirements contained in 2 CFR Part 200.501.
- 7.02 If Contractor expends total federal awards of less than \$750,000 during its fiscal year, it is exempt from federal audit requirements, but is still required to maintain auditable records of federal or state funds that supplement such awards. Records must be available for review by appropriate officials. Although an audit may not be necessary under the federal requirements, Health District audit requirements are applicable.
- 8) FISCAL MONITORING AND ADMINISTRATIVE REVIEW OF ADVERSE FINDINGS. Health District may, at its discretion, and during Contractor's regular business hours, conduct a fiscal monitoring of Contractor at any time during the term of the Agreement. Whenever practicable, Contractor will be notified in writing at least two (2) weeks prior to the visit, outlining documents that must be available prior to Health District's visit. In the event a regulatory body requests access to Contractor records for fiscal monitoring, Health District will provide as much advance written notice to Contractor as is reasonably possible. Health District shall notify Contractor in writing of any Adverse Findings and recommendations as result of the fiscal monitoring. Adverse Findings are defined as Lack of Adequate Records, Administrative Findings, Questioned Costs and Costs Recommended for Disallowance. Contractor will have the opportunity to respond to Adverse Findings in writing to address any area(s) of disagreement. Health District shall review disagreement issues, supporting documentation and files, and forward a decision to the Contractor in writing.
- 9) STATUS OF PARTIES; INDEPENDENT CONTRACTOR. Contractor will provide Services to Health District under this Agreement as an independent contractor. In the performance of such Services, Contractor and any person employed by or contracted with Contractor shall at all times act as and be an independent contractor, and not an employee or agent of Health District. Further, it is expressly understood and agreed that nothing in this Agreement or the relationship between Health District and Contractor will be construed to create a joint venture or partnership, or the relationship of principal and agent, or employer and employee, or to create a co-employment or joint employer relationship.
- 9.01 Contractor has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by Contractor in the performance of the Services hereunder. Contractor shall be solely responsible for all matters relating to the payment of its employees,

including compliance with social security, withholding, and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

- 10) **SUBCONTRACTING**. Except as expressly stated herein, without the Health District's prior written approval, Contractor shall not subcontract any portion of the Services required by this Agreement. Subcontracts, if any, shall contain a provision making them subject to all provisions in this Agreement.
- 11) **STATEMENT OF ELIGIBILITY**. Contractor acknowledges to the best of its knowledge, information, and belief, and to the extent required by law, neither Contractor nor any of its employees/contractors is/are: i) currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; and ii) has/have not been convicted of a federal or state offense that falls within the ambit of 42 USC 1320a-7(a).

12) **INSURANCE**.

12.01 For the purpose of this Agreement, Attachment BB, State Insurance, is hereby amended as follows:

- a) References to "State" or "State of Nevada" are hereby deleted and replaced with "Health District".
- b) The notice address contained within Section C, Notice of Cancellation, is hereby deleted and replaced with the following:

Southern Nevada Health District
Attention: Contract Administrator, Legal Department
280 S. Decatur Blvd.
Las Vegas, Nevada 89107

- c) The address contained within Section E, Verification of Coverage, is hereby deleted and replaced with the following:

Southern Nevada Health District
Attention: Contract Administrator, Legal Department
280 S. Decatur Blvd.
Las Vegas, Nevada 89107

12.02 Contractor, at its sole cost and expense, agrees to obtain and maintain in full force and effect during the term of this Agreement, insurance coverage consistent with Attachment BB, State Insurance, calculated to protect itself, and as an additional insured, Health District, from any and all claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from activities performed or facilitated by the Agreement, whether these activities are performed by Contractor or anyone directly or indirectly engaged or employed by Contractor. Contractor shall provide evidence of insurance coverage to Health District's Contract Administrator within five (5)

business days of full execution of this Agreement. As evidence of such insurance, Health District will accept certification of insurance issued by an authorized representative of the insurance carrier.

- 13) **KEY PERSONNEL**. The Health District's Facilities Services Manager shall be the overall manager of this Agreement, will assign all tasks and due dates for all work, and be the single point-of-contact for resolution of Agreement related issues.
- 14) **NOTICES**. All notices permitted or required under this Agreement shall be made via overnight courier, or U.S. certified mail with return receipt requested to the other Party at its address as set forth below:

Southern Nevada Health District
Contract Administrator, Legal Dept.
280 S. Decatur Blvd.
Las Vegas, NV 89107

Universal Protection Services, LP
dba Allied Universal Security Services
Attn: Steve McCoy
4000 S. Eastern Avenue #210
Las Vegas, NV 89119

15) **CONFIDENTIALITY**.

15.01 Contractor understands Services may be provided within an area intended to house individuals who are members of the COVID-19 Target Population. As such, Protected Health Information ("PHI") may be inadvertently exposed to Contractor's employees, agents and/or subcontractors (if any) during the normal course of business. The Parties shall comply with all federal and state laws, rules, and regulations regarding the confidentiality of patient information, including, but not limited to, compliance with the Health Insurance Portability and Accountability Act of 1996 as may be amended from time-to-time ("HIPAA"), and the Health Information Technology for Economic and Clinical Health Act, as amended ("HITECH Act"), including all applicable rules, regulations, and official guidance promulgated in connection with HIPAA and the HITECH Act by the U.S. Department of Health and Human Services or otherwise. To ensure such compliance, the Parties shall execute Attachment DD, Business Associate Agreement. Contractor shall ensure compliance of its employees, agents, and/or subcontractors as applicable.

16) **GENERAL PROVISIONS**.

16.01 **BREACH; REMEDIES**. Failure of either Party to perform any obligation of this Agreement and failure to cure within three (3) business days of receipt of written notice thereof shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing Party, the ability to seek reasonable attorneys' fees and costs.

16.02 **WAIVER OF BREACH**. Failure to declare a breach or the actual waiver of any

particular breach of the Agreement or its material or non-material terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.

- 16.03 **LIMITED LIABILITY.** Health District will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626. Agreement liability of both Parties shall not be subject to punitive, consequential, indirect, or special damages.
- 16.04 **NON-DISCRIMINATION.** Contractor employs employees without regard to race, sex, color, religion, age, ancestry, national origin, marital status, status as a disabled veteran, or veteran of the Vietnam era, disability, sexual orientation or gender identity or expression. Contractor agrees that it will comply with all state and federal employment discrimination statutes, including but not limited to Title VII and the American with Disabilities Act.
- 16.05 **FORCE MAJEURE.** Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, acts of terrorism, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
- 16.06 **COMPLIANCE WITH LAWS.** Contractor shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, appropriations restrictions, and orders that may affect in any manner the provision of goods and/or performance of services, or those engaged to perform services under this Agreement, including, but not limited to 45 CFR Part 75, and 2 CFR Part 200.
- 16.07 **SEVERABILITY.** If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
- 16.08 **USE OF NAME AND LOGO.** Contractor may not use the Health District's name or logo for any purpose without the Health District's prior written consent. Health District retains the right to impose restrictions on the use of its name and/or logo and terminate, with or without cause, Contractor's right to use the Health District's name and/or logo.
- 16.09 **PROPER AUTHORITY.** The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to

enter into this Agreement and that the Parties are authorized by law to perform the services set forth in the documents incorporated herein.

- 16.10 **INTEGRATION CLAUSE**. This Agreement, including all Attachments hereto, as it may be amended from time to time, contains the entire agreement among the Parties relative to the subject matter hereof.
- 16.11 **EXCLUSIVITY**. This Agreement is non-exclusive and both Parties remain free to enter into similar agreements with third parties. Contractor may perform services for any other clients, persons, or companies as Contractor sees fit, so long as the performance of such services does not interfere with Contractor's performance of obligations under this Agreement, and does not, in the opinion of Health District, create a conflict of interest.
- 16.12 **GOVERNING LAW**. This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed according to the laws of the State of Nevada, without regard to any conflicts of laws principles, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.
- 16.13 **INDEMNIFICATION**. Parties do not waive any right or defense to indemnification that may exist in law or equity. As permitted under applicable law, Health District shall protect, defend, hold harmless and indemnify Contractor, its respective successors and assigns, and its directors, professionals and employees from and against all losses asserted against Contractor arising out of incidents or occurrences taking place or arising at Health District's location provided that any such losses occur due to Contractor's compliance with Health District's directions and requests.
- 16.14 **PUBLIC RECORDS**. Pursuant to NRS Chapter 239, information or documents, including this Agreement and any other documents generated incidental thereto may be opened to public inspection and copying unless a particular record is made confidential by law or a common law balancing of interests.
- 16.15 **ASSIGNMENT**. The Parties shall not assign, transfer, or delegate any rights, obligations or duties under this Agreement without the other Party's prior written consent.
- 16.16 **NO THIRD-PARTY BENEFICIARIES**. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 16.17 **TIME**. Contractor agrees that time is of the essence to this Agreement.
- 16.18 **COUNTERPARTS**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one instrument.


A signed copy delivered by facsimile, email or other means of electronic transmissions shall have the same force and effect as an original signed copy.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

SOUTHERN NEVADA HEALTH DISTRICT

APPROVED AS TO FORM:

By: _____
Fermin Leguen, MD, MPH
Acting Chief Health Officer

By:  _____
Heather Anderson-Fintak, Esq.
Associate General Counsel
Southern Nevada Health District

Date: _____

**UNIVERSAL PROTECTION SERVICE, LP
DOING BUSINESS AS
ALLIED UNIVERSAL SECURITY SERVICES**

By: _____
Name:
Title:

Date: _____

State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701



Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

State of Nevada
Purchasing Division
Request for Proposal: 3455
For
UNIFORMED SECURITY GUARDS

Release Date: June 7, 2017

Deadline for Submission and Opening Date and Time: July 5, 2017 @ 2:00 PM

Refer to Section 7, RFP Timeline for the complete RFP schedule

For additional information, please contact:

Annette Morfin, Purchasing Officer

State of Nevada, Purchasing Division

515 E. Musser Street, Suite 300

Carson City, NV 89701

Phone: 775-684-0185

Email address: amorfin@admin.nv.gov

(TTY for Deaf and Hard of Hearing: 1-800-326-6868

Ask the relay agent to dial: 1-775-684-0185/V.)

Refer to Section 8 for instructions on submitting proposals

VENDOR INFORMATION SHEET FOR RFP 3455

Vendor Shall:

- A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 shall be used for development of the contract;
- B) Type or print responses; and
- C) Include this Vendor Information Sheet in Section III of the Technical Proposal.

V1	Company Name	
----	--------------	--

V2	Street Address	
----	----------------	--

V3	City, State, ZIP	
----	------------------	--

V4	Telephone Number	
	Area Code:	Number:

V5	Facsimile Number	
	Area Code:	Number:

V6	Toll Free Number	
	Area Code:	Number:

V7	<i>Contact Person for Questions / Contract Negotiations, including address if different than above</i>	
	Name:	
	Title:	
	Address:	
Email Address:		

V8	Telephone Number for Contact Person	
	Area Code:	Number:

V9	Facsimile Number for Contact Person	
	Area Code:	Number:

V10	<i>Name of Individual Authorized to Bind the Organization</i>	
	Name:	Title:

V11	<i>Signature (Individual shall be legally authorized to bind the vendor per NRS 333.337)</i>	
	Signature:	Date:

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Prospective vendors are advised to review Nevada's ethical standards requirements, including but not limited to NRS 281A, which can be found on the Purchasing Division's website at: <http://purchasing.nv.gov>.

All applicable Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) documentation can be found at: www.leg.state.nv.us/law1.cfm.

1. PROJECT OVERVIEW

- 1.1 The State of Nevada Purchasing Division is seeking proposals from qualified vendors to provide armed and unarmed security guard services, patrol and random marked vehicle stops services statewide on an as needed basis.
- 1.2 Security guards shall be responsible for the protection of employees, clients, property and equipment. In order to be considered, a qualified vendor's proposal must meet the requirements of Nevada Revised Statutes (NRS) Chapter 648 and any regulations adopted pursuant thereto, including, without limitation, NRS 648.013, 648.016 and 648.060 and Nevada Administrative Code section 648. All proposals from unqualified vendors shall be rejected.
- 1.3 This proposal is not subject to a wage determination either Federal or State. The officers are not covered by a Union and there is not a Collective Bargaining Agreement (CBA) in place.
- 1.4 There will not be an official tour of State facilities. There is no guarantee of what facilities or State agencies will be requiring these services.
- 1.5 The State may award one (1) or more contracts in conjunction with this RFP, as determined in the best interests of the State. It is the intention of the State to award contract(s) on a statewide basis; however, proposals may be considered regionally (Northern, Southern, Rural). Vendor's proposal shall identify the geographic region(s) in which services are being offered.
- 1.6 The services are required Statewide including Northern, Southern and Rural Nevada. Hours and days will vary for each using agency; some services may be on an "as needed" basis. Purchase of services offered through a resultant contract(s) will be at the sole discretion of the individual entities and cannot be guaranteed by the State.
 - 1.6.1 Northern Nevada – Carson City, Reno and Sparks
 - 1.6.2 Southern Nevada – Las Vegas area
 - 1.6.3 Rural Nevada – The rest of the State
- 1.7 This contract shall be mandatory for State agencies located in geographic regions serviced by the contract. The University and Community College System, the Court System, the Legislative Counsel Bureau, and Political Subdivisions (i.e., cities, counties, school districts, etc.) may use the contract(s) resulting from this RFP; however, they are not required to do so.

- 1.8** The State Purchasing Division shall administer contract(s) resulting from this RFP. The resulting contract(s) shall be for a contract term of four (4) years, anticipated to begin October 1, 2017, subject to Board of Examiners approval, through September 30, 2021.

2. SCOPE OF WORK

2.1 GENERAL

- 2.1.1 Security guards shall establish order and safeguard employees, property and clients while on agency premises;
- 2.1.2 Security guards shall be familiar with non-violent resolutions to conflict; and
- 2.1.3 Security guards shall assist in emergency situations, identify conflicts, intervene courteously, defuse potential employee/client problems and perform other security-related functions as required by the using agency.

2.2 LOCATIONS AND HOURS

- 2.2.1 The services are required Statewide including Northern, Southern and Rural Nevada;
- 2.2.2 Proposing vendors should indicate what services are available in the different areas;
- 2.2.3 The respective agency and the successful vendor(s) will agree upon the location, days and hours of duty for the security guards; and
- 2.2.4 The awarded vendor may only bill for Holiday pay if the awarded vendor observes the holiday. If the awarded vendor does not observe a State Observed Holiday, and awarded contractor services are utilized on that State Observed Holiday, the rate of pay will be the Regular Shift Bill Rate per Hour.
- 2.2.4.1 Proposing vendors shall list their company's observed holidays in their RFP proposal.

2.3 SCHEDULE AND DUTIES

2.3.1 General

Under normal circumstances, the agency liaison will provide the successful vendor(s) with a minimum of 48 hour-notice if any significant changes in service and/or scheduling are required.

2.3.1.1 Safety

- A. Perform all necessary services to assure the safety and protection of building occupants.
- B. Immediately report potentially hazardous conditions and items in need of repair to the agency liaison.

- C. The agency liaison will advise the awarded vendor(s) if communication devices (such as walkie talkies) are required when multiple guards are on duty. Awarded vendors will be responsible for supplying the communication devices (such as walkie talkies) unless the agency decides to supply the devices.

2.3.1.2 Emergency Assistance

- A. In the event of an emergency situation, notify the appropriate police jurisdiction immediately and then the agency liaison.
- B. Take prescribed action until assistance arrives.

2.3.1.3 Weapons

- A. An armed officer is defined as a uniformed security guard who is authorized, trained, show regular proficiency, and will carry a firearm in the course of duty. This is distinguished from an unarmed security guard who will not carry a firearm; however, may carry authorized weapons.
- B. The agency liaison will advise the contractor(s) if they require armed or unarmed services.
- C. Types of weapons issued to security guards are an agency decision contingent on more restrictive contractor policy and law. To carry any weapons the armed security guard would have to be certified with that particular type of weapon. All weapons must be within acceptable industry standards and the security officer must be authorized, trained, and show regular proficiency. Some examples of weapons may include baton, electronic control device, and oleoresin capsicum.
- D. A security guard may carry a locking blade knife for utility purposes only, in a manner approved by the agency. Generally, a locking blade knife will not be considered a weapon.
- E. Proposing vendors shall specify if they are providing armed, unarmed, or both armed/unarmed guards in their proposals and show appropriate pricing.
- F. If providing armed guards defined under NAC 648.345 – 648.355; vendors shall provide a list of firearms which the guards are authorized to carry and show proof that guards are certified to carry those weapons.

2.3.1.4 Arrest and Detention

Security guards may make citizen arrests or detain individuals who jeopardize the safety of employees, clients and/or property.

2.3.1.5 Reporting

Security guards will prepare daily logs and/or irregularity reports as required by the using agency.

2.4 COST

2.4.1 The State Cost Proposal, *Refer to Attachment G – Cost Schedule*, must outline the definitions and hourly wage for the following items:

2.4.1.1 Regular shift: Regular shifts are pre-scheduled hours as requested by the agency. Regular shifts will not be paid as overtime regardless of the number of hours during a day, week, or pay period. Regular shifts are scheduled at least fourteen (14) days in advance;

2.4.1.2 Overtime: Overtime is a non-scheduled shift, call back, or an extension of a regular shift in which the agency requires the security guard to stay on duty;

2.4.1.3 Holiday shift: Applies to the actual holiday if this holiday is observed by the awarded vendor(s);

2.4.1.4 Special events shift: These shifts are occasional or one-time events requiring additional resources or locations not otherwise associated or scheduled as a regular shift;

2.4.1.5 Emergency shift: The normal timeframe to establish any significant change in service and/or scheduling is 48 hours. Should an agency require security staffing within this 48 hour time-frame, this shall be deemed an "Emergency Shift." Any scheduled shifts within this 48 hour time-frame from the agency request to the start of the shift may be billed as an "Emergency Shift."

2.4.1.6 Vehicle patrol; and

2.4.1.7 Random awarded vendor(s) supplied marked-vehicle stops/patrols.

2.4.2 Awarded vendor(s) shall maintain a minimum of four (4) relief guards who are trained and available to work at any agency in the event of special services required, sickness, injury or vacation of a regularly posted guard.

2.4.3 Awarded vendor(s) and the agency will reconcile hours worked. In the event of any dispute regarding hours worked and subsequent charges, the figures of the agency shall prevail.

- 2.4.3.1 Special consideration will be given to cost proposals that do not exceed the Federal Government, General Services Agreement (GSA) levels. Refer to the GSA Advantage website at www.gsaelibrary.gsa.gov. The actual wages paid to the security guards must not exceed the GSA levels.
- 2.4.3.2 Cost shall not include travel to the primary location of service.
- 2.4.3.3 Services involving vehicle patrol shall not include a monthly vehicle rental cost. Vehicle patrols would be on a regular basis.

2.5 BILLING

- 2.5.1 Contractor(s) will submit monthly invoices for completed work directly to each using agency.
- 2.5.2 Invoices at a minimum shall include the following:
 - 2.5.2.1 Name of each individual;
 - 2.5.2.2 Number of hours worked during the period;
 - 2.5.2.3 Applicable payment rate;
 - 2.5.2.4 Total compensation requested for the individual;
 - 2.5.2.5 Explanation of overtime or holiday hours charged; and
 - 2.5.2.6 Total amount due the contractor(s) for the period invoiced.
- 2.5.3 There will be a four (4) hour minimum billing charge. If a temporary security guard is asked to cover an assignment for 8 hours and is actually only needed for one (1) hour, the using agency will be billed a minimum of four (4) hours for that temporary security guard.

2.6 REPORTING

- 2.6.1 Proposals must indicate an agreement on the part of the vendor to develop, monitor and compile data on a quarterly basis of the number of hours and dollar amount used by each agency on a monthly basis. Reports are to be submitted to Nevada State Purchasing, Attention: Annette Morfin, Purchasing Officer amorfin@admin.nv.gov or via fax (775) 684-0188.
- 2.6.2 Reports are due on the following dates of each contracted year:

QUARTER	REPORT DUE
July 1 through September 30	October 20
October 1 through December 31	January 20
January 1 through March 31	April 20
April 1 through June 30	July 20

- 2.6.3 Failure to provide these quarterly reports in a timely manner may result in contract cancellation. *Refer to Attachment J – Quarterly Reports for Security Guards*

2.7 VOLUME

2.7.1 The total guard hours for the first two (2) quarters of 2017:

- 2.7.1.1 Southern Nevada – 79,375
- 2.7.1.2 Northern Nevada – 27,496.50

2.7.2 Total patrol stops per week may vary for each agency. The main objective is to check doors and windows. State agencies will not provide vehicles for these patrol stops. The length of time required for each patrol stop to be executed properly would be determined by the awarded vendor and the using agency.

2.7.3 The total patrol stops for the first two (2) quarters of 2017:

- 2.7.3.1 Southern Nevada – 1,180
- 2.7.3.2 Northern Nevada – 549

2.8 PROJECT SPECIFICATIONS

2.8.1 Contract Administration

- 2.8.1.1 The using agency, at their discretion, reserves the right to require the immediate replacement of any security guard they find to be unprofessional in the performance of their assigned duties.
- 2.8.1.2 Awarded vendor(s) shall furnish at the agency facility uniformed security guards in such numbers and grades as specified by agency.
- 2.8.1.3 Awarded vendor(s) shall maintain offices in the Las Vegas area and the Reno area for the duration of the contract. The office should have a manager and/or coordinator to manage the workforce and be available to answer questions from the various agencies.
- 2.8.1.4 Awarded vendor(s) is/are directly responsible for the supervision of all security guards stationed at agency facilities. Supervisors must make on-site reviews at least once a week and interface weekly with the local agency liaison.
- 2.8.1.5 Awarded vendor(s) must not assign to this contract security guards who have previous employment with the State within the past two (2) years, unless otherwise approved by Purchasing (*refer to Attachment K, Authorization to Contract with a Current Employee and Attachment L, Authorization to Contract with a Former Employee*).
 - A. The appropriate form must be filled out in its entirety and emailed to amorfin@admin.nv.gov who will then process the paperwork.
 - B. Awarded vendor(s) will be instructed as to what BOE the paperwork will be going to.

C. Once the BOE approval has been given, State Purchasing will notify the contracted vendor(s) that it was given/or not given approval.

2.8.1.6 Awarded vendor(s) must have a procedure and supply a telephone number for immediate (24-hour) response for significant personnel issues, emergencies and/or urgent matters.

2.8.1.7 Awarded vendor(s) must promptly report any pending disciplinary proceedings brought forward by an administrative licensing agency to amorfin@admin.nv.gov at the Nevada State Purchasing Division.

2.8.1.8 Disciplinary problems with the contractor's security guards requiring remedial action shall be resolved as follows:

A. Any discrepancy observed shall be reported by the agency liaison to the contractor's representative; and

B. Contractor must institute corrective action and report to the agency liaison.

C. It is recommended that the agency liaison conduct on-the-job inspections to determine the overall quality of the security guard's performance, job knowledge, training effectiveness, conduct and appearance. The agency liaison will alert the awarded vendor(s) to any deficiencies found as a result of the inspections, and the awarded vendor(s) shall take immediate corrective action to remedy any deficiencies.

2.8.2 Personnel Standards

2.8.2.1 All security guards employed by the contractor(s) and stationed at agency facilities must meet the following criteria and be registered/licensed as defined in NRS and NAC Chapter 648.

A. All armed guards must adhere to the minimum training standards as prescribed in NRS and NAC 648.

B. Security guards must not be wanted, convicted, under investigation, or on release pending criminal charges for any felony, crime of moral turpitude, or other criminal act inconsistent with the using agency's mission.

C. Security guards must be authorized to maintain full-time employment in the United States according to current U.S. Immigration Department rules and regulations and must have the ability to read, write and speak the English language.

D. Security guards must be at least 21 years of age and possess either a high school diploma or a G.E.D.

- E. Security guards must be familiar with their respective post orders as most recently amended. Contractor(s) shall ensure that all of the duties outlined and other instructions issued by the agency liaison are carried out as specified.
- F. Security guards must possess a valid Nevada driver's license or have access to reliable vehicular transportation.
- G. Security guards must be able to perform the physical duties of the job. This will not require a physical examination. Security guards' duties require moderate to arduous physical exertion, including (but not limited to) such activities as:
1. Standing or walking for an entire shift;
 2. Climbing stairs and ladders;
 3. Lifting/carrying objects weighing up to 50 pounds; and
 4. Running for short distances.
- H. Security guards must be free from narcotics, marijuana and dangerous drugs as evidenced by an approved drug testing process. It is the awarded vendor(s)'s responsibility to ensure that all security guards to be stationed at agency facilities are drug-free and as defined in the State of Nevada Drug and Alcohol found on the Nevada Department of Administration website: <http://hr.nv.gov/Resources/Publications/Publications/>. The awarded vendor must establish a policy for drug testing in the event of a work place accident, injury, or a use of deadly force incident.
- I. All security guards must have and carry in their possession a work card issued by the County Sheriff where the work is to be performed as defined under NRS 684.060 and 648.203. If the duty station is in Carson City the guards must possess a work card issued from either Washoe County or another county that issues work cards. The work card will specify armed or unarmed security.
- J. All armed security guards must adhere to the minimum training standards as prescribed in NRS and NAC Chapter 648.
- K. All security guards must have a reliable wireless ("cellular") telephone in their possession for prompt and direct communication during working hours. The telephone number will be supplied to the agency liaison and no cost will be incurred by the State or using agency.
- L. At no time during the security guard's shift will any of the following behavior be tolerated.

1. Vacating his/her post without authority;
2. Eating while on duty other than lunch hour;
3. Leaning against walls, doors, etc.;
4. Idle talk with other security personnel, State employees or visitors;
5. Discourtesy or insolence;
6. Creating, participating, or failing to report a hostile work environment and/or sexual harassment as defined in the Governor's Policy on Sexual Harassment and Discrimination found at the Nevada Department of Administration website:
<http://hr.nv.gov/Resources/Forms/SexualHarassment/SexualHarassmentDiscrimination/>;
7. Sleeping on duty;
8. Unauthorized use of State telephones, computers or other equipment;
9. Improper use, display of or failure to secure any weapon. Possess any weapon not authorized by the awarded vendor(s) and using agency;
10. Failure to make a prompt and complete report of damage incurred to any State property or equipment;
11. Failure to report known violations of State rules or regulations; and
12. Reading, while on duty, of any materials which are not job-related.

2.8.3 Prior Experience of Security Guards

2.8.3.1 Armed security guards must have a minimum of six (6) months of paid experience prior to assignment under this contract. This experience may include law enforcement, military police, armed security or closely related field and;

- A. A minimum of 200 hours of training addressing the following areas:
 1. Civil liability;

2. Constitutional law;
3. Crimes against persons, property, and other offenses;
4. Principles of juvenile law and procedures;
5. Laws relating to arrest and probable cause;
6. Principles of drug law;
7. Principles of search and seizure;
8. Use of force;
9. Basic patrol/security operations and procedures;
10. Response to emergencies, alarms, bomb threats, and access control;
11. Fire prevention and use of fire extinguisher;
12. Radio use and procedures;
13. Crime prevention;
14. Traffic and crowd control;
15. Identification and reporting of the abuse of elderly persons, child abuse and sexual abuse/exploitation of a child;
16. Identification and reporting of domestic violence and stalking;
17. Principles of crime scenes and evidence preservation;
18. Interviewing, communication, and community relations;
19. Health, fitness and wellness;
20. Interpersonal communications;
21. Provision of emergency first aid and cardiopulmonary resuscitation;
22. Training concerning active assailants;
23. Training in the use of firearms;

24. Writing of reports;
25. Principles of counter-terrorism and weapons of mass destruction;
26. Courtroom demeanor, including, with limitation, the giving of testimony;
27. Crisis intervention;
28. Professional ethics;
29. Handling of persons with mental illness;
30. Systems of criminal justice; and
31. Demonstrate comprehension in applying security concepts and application to laws in the State of Nevada.

2.8.3.2 Unarmed security guards must have a minimum of six (6) months of paid experience prior to assignment under this contract. This experience may include employment as a civilian in a public safety agency, corrections, bailiff, military, or closely related field or otherwise qualify as an armed security guard as described in this section; and

- A. A minimum of 120 hours of training addressing the following areas:
 1. Civil liability;
 2. Constitutional law;
 3. Crimes against persons, property, and other offenses;
 4. Principles of juvenile law and procedures;
 5. Laws relating to arrest and probable cause;
 6. Principles of drug law;
 7. Principles of search and seizure;
 8. Use of force;
 9. Basic patrol/security operations and procedures;

10. Response to emergencies, alarms, bomb threats, and access control;
11. Fire prevention and use of fire extinguisher;
12. Radio use and procedures;
13. Crime prevention;
14. Traffic and crowd control;
15. Identification and reporting of the abuse of elderly persons, child abuse and sexual abuse/exploitation of a child;
16. Identification and reporting of domestic violence and stalking;
17. Principles of crime scenes and evidence preservation;
18. Interviewing, communication, and community relations;
19. Health, fitness and wellness;
20. Interpersonal communications;
21. Provision of emergency first aid and cardiopulmonary resuscitation;
22. Training concerning unarmed response to active assailants;
23. Writing of reports;
24. Principles of counter-terrorism and weapons of mass destruction;
25. Courtroom demeanor, including, with limitation, the giving of testimony;
26. Crisis intervention;
27. Professional ethics;
28. Handling of persons with mental illness;
29. Systems of criminal justice; and

30. Demonstrate comprehension in applying security concepts and application to laws in the State of Nevada.

2.8.4 Permanent Status

For stability and continuity of assignment, the State expects only the most experienced security guards to be stationed at State facilities.

2.8.5 Employee Documentation

2.8.5.1 Upon commencement of the contract(s), and upon request, the awarded vendor(s) shall submit a list of the security guards to be stationed at State agency facilities to the designated agency liaison and/or State Purchasing.

2.8.5.2 The list shall include the following information for all security guards.

- A. Proof of registration with the property regulatory agency(s) (Licensees are exempt as allowable by law);
- B. Work Card;
- C. Name;
- D. Mailing and Physical Address;
- E. Home Telephone Number;
- F. Date of Birth;
- G. Nevada Driver's License Number;
- H. Length of employment with awarded vendor(s);
- I. High school diploma or G.E.D.;
- J. Completion of mandatory training class required (*refer to Section 2.8.3.1 and 2.8.3.2*);
- K. Criminal background check; and
- L. Drug testing certification.

2.8.6 Recruitment, Testing and Training

2.8.6.1 All training will be furnished by the awarded vendor(s). All wages, payroll taxes, benefits and fees related to security guard recruitment, physical examinations, drug testing, aptitude/qualification testing,

indoctrination, training, mileage reimbursement and per diem shall be paid by the awarded vendor at no additional cost to the State.

2.8.6.2 All security guards must maintain training, certification, and pass a written exam given by the Private Investigator's Licensing Board.

2.8.6.3 The initial orientation, coordinated between the contracted vendor(s) and the using agency, for each newly assigned security officer shall include the following:

- A. Agency organizational structure;
- B. Facility familiarity;
- C. Tour duties and post orders;
- D. Security center operations;
- E. Security rules and regulations;
- F. Emergency procedures; and
- G. Appropriate visitor/client interaction techniques and methods.

2.8.7 Appearance, Uniforms, Identification and Equipment

2.8.7.1 Appearance: The awarded vendor(s) shall ensure that the appearance, bearing and general demeanor of all employed security guards is of a high standard.

2.8.7.2 Uniforms: The awarded vendor(s) shall ensure that all security guards are uniformed. Uniforms must be furnished by the awarded vendor(s) at no cost to the State. Per NAC 648.530 uniforms are subject to approval and shall be distinctive from local law enforcement agencies to avoid misrepresentation or confusion.

2.8.7.3 Identification: The awarded vendor(s) shall ensure that all security guards have in their possession a valid identification card with the following data:

- A. Name;
- B. Photograph;
- C. Employer's name;
- D. State License Number if applicable;
- E. Employer's authorizing signature; and
- F. Work Card.

- 2.8.7.4 Equipment: Duty belt worn by armed security personnel at a State facility shall include:
- A. If armed, extra magazines and carrier;
 - B. Handcuffs;
 - C. Holster;
 - D. Flashlight (if applicable); and
 - E. Any other defensive items as approved by the using agency and supplied by the awarded vendor(s), as defined (*refer to Section 2.3.1.3 C*).
- 2.8.7.5 All security guards assigned by the contractor(s) **must** have successfully completed, eleven (11) hours for armed guards or four (4) hours for unarmed guards, classroom instruction and training in the following areas:
- A. Duties and functions of a private security force;
 - B. Communication systems;
 - C. Legal procedures and limitations;
 - D. Note taking and report writing;
 - E. Public relations;
 - F. Access control;
 - G. Fire prevention and basic fire-fighting;
 - H. Telephone courtesy;
 - I. Emergency response and emergency medical assistance;
 - J. Bomb threat procedures;
 - K. Alarm response;
 - L. Personal appearance;
 - M. Visitor control, including non-violent intervention techniques of dispute resolution;
 - N. Radio operations procedures;
 - O. Patrol methods;

- P. Theft prevention;
- Q. Traffic control;
- R. Evacuation procedures; and
- S. Weapons qualifications if applicable.

2.8.7.6 All security guards must pass a written exam given by the Private Investigator's Licensing Board.

2.8.7.7 The initial orientation for each newly assigned security officer shall include the following:

- A. Agency organizational structure;
- B. Facility familiarity;
- C. Tour duties and post orders;
- D. Security center operations;
- E. Security rules and regulations;
- F. Emergency procedures; and
- G. Appropriate visitor/client interaction techniques and methods.

2.8.8 Appearance, Uniforms, Identification and Equipment

2.8.8.1 Appearance

The contractor(s) shall ensure that the appearance, bearing and general demeanor of all employed security guards is of a high standard.

2.8.8.2 Uniforms

Contractor(s) shall ensure that all security guards are uniformed. Uniforms must be furnished by the contractor at no cost to the State. Per NAC 648.530 uniforms are subject to approval and shall be distinctive from local law enforcement agencies to avoid misrepresentation or confusion.

2.8.8.3 Identification

Contractor(s) shall ensure that all security guards have in their possession a valid identification card with the following data:

- A. Name;
- B. Photograph;
- C. Employer's name;
- D. State License Number if applicable;
- E. Employer's authorizing signature; and
- F. Work Card

2.8.8.4 Equipment

Duty belt worn by armed security personnel at a State facility shall include:

- A. Extra magazines;
- B. Handcuffs;
- C. Holster;
- D. Flashlight; and
- E. Any other defensive items as approved by the using agency and supplied by the awarded vendor(s), as defined (*refer to Section 2.3.1.3 C*).

2.8.8.5 Policies

Proposing vendors must attach a copy of their security company's written firearm, use of force, sexual harassment and discrimination, and drug-free workplace policies.

2.8.8.6 Patrol and Random Marked Vehicle Stops

- A. The respective State agency will advise the contractor(s) on the locations and type of patrols and random marked vehicle stops required.
- B. Patrol Vehicle Stops would be on a regular basis.
- C. Random Marked Vehicle Stops would not be on a regular basis and would be at the using agency's discretion.

3. COMPANY BACKGROUND AND REFERENCES

3.1 VENDOR INFORMATION

3.1.1 Vendors shall provide a company profile in the table format below.

Question	Response
Company name:	
Ownership (sole proprietor, partnership, etc.):	
State of incorporation:	
Date of incorporation:	
# of years in business:	
List of top officers:	
Location of company headquarters:	
Location(s) of the office that shall provide the services described in this RFP:	

Question	Response
Number of employees locally with the expertise to support the requirements identified in this RFP:	
Number of employees nationally with the expertise to support the requirements in this RFP:	
Location(s) from which employees shall be assigned for this project:	

- 3.1.2 **Please be advised**, pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state shall register with the State of Nevada, Secretary of State’s Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.
- 3.1.3 The selected vendor, prior to doing business in the State of Nevada, shall be appropriately licensed by the State of Nevada, Secretary of State’s Office pursuant to NRS76. Information regarding the Nevada Business License can be located at <http://nvsos.gov>.

Question	Response
Nevada Business License Number:	
Legal Entity Name:	

Is “Legal Entity Name” the same name as vendor is doing business as?

Yes		No	
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If “No”, provide explanation.

- 3.1.4 Has the vendor ever been engaged under contract by any State of Nevada agency?

Yes		No	
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If “Yes”, complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

Question	Response
Name of State agency:	
State agency contact name:	
Dates when services were performed:	
Type of duties performed:	
Total dollar value of the contract:	

- 3.1.5 Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?

Yes		No	
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If “Yes”, please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person shall be performing or producing the services which you shall be contracted to provide under this contract, you shall disclose the identity of each such person in your response to this RFP, and specify the services that each person shall be expected to perform.

- 3.1.6 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity. Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor’s ability to perform or fulfill its obligations if a contract is awarded as a result of this RFP shall also be disclosed.

Does any of the above apply to your company?

Yes		No	
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If “Yes”, please provide the following information. Table can be duplicated for each issue being identified.

Question	Response	
Date of alleged contract failure or breach:		
Parties involved:		
Description of the contract failure, contract breach, or litigation, including the products or services involved:		
Amount in controversy:		
Resolution or current status of the dispute:		
If the matter has resulted in a court case:	Court	Case Number
Status of the litigation:		

- 3.1.7 Vendors shall review and provide if awarded a contract the insurance requirements as specified in *Attachment D, Insurance Schedule for RFP 3455*.
- 3.1.8 Company background/history and why vendor is qualified to provide the services described in this RFP. Limit response to no more than five (5) pages.
- 3.1.9 Provide a brief description of the length of time vendor has been providing services described in this RFP to the public and/or private sector.

3.1.10 Financial information and documentation to be included in accordance with **Section 8.5, Part III – Confidential Financial Information.**

3.1.10.1 Dun and Bradstreet Number

3.1.10.2 Federal Tax Identification Number

3.2 SUBCONTRACTOR INFORMATION

Subcontractors are defined as a third party, not directly employed by the contractor, who shall provide services identified in this RFP. This does not include third parties who provide support or incidental services to the contractor.

3.2.1 Does this proposal include the use of subcontractors?

Yes		No	
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If “Yes”, vendor shall:

3.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor shall perform services.

3.2.1.2 If any tasks are to be completed by subcontractor(s), vendors shall:

A. Describe how the work of any subcontractor(s) shall be supervised, channels of communication shall be maintained and compliance with contract terms assured; and

B. Describe your previous experience with subcontractor(s).

3.2.1.3 Provide the same information for any proposed subcontractors as requested in **Section 3.1, Vendor Information.**

3.2.1.4 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.

3.2.1.5 Vendor shall notify the using agency of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFP in **Section 3.2, Subcontractor Information.** The vendor shall receive agency approval prior to subcontractor commencing work.

3.3 BUSINESS REFERENCES

3.3.1 Vendors shall provide a maximum of three (3) business references from similar projects performed for private and/or public sector clients within the last five (5) years.

- 3.3.2 Vendors shall submit *Attachment E, Reference Questionnaire* to their business references.
- 3.3.3 It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the deadline as specified in *Section 7, RFP Timeline* for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.
- 3.3.4 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

3.4 VENDOR STAFF RESUMES

A resume shall be completed for each proposed key personnel responsible for performance under any contract resulting from this RFP per *Attachment F, Proposed Staff Resume*.

4. COST

Vendors must provide detailed fixed prices for all costs associated with the responsibilities and related services. Clearly specify the nature of all expenses anticipated (refer to *Attachment G, Cost Schedule*).

5. FINANCIAL

5.1 PAYMENT

- 5.1.1 Upon review and acceptance by the State, payments for invoices are normally made within 30-45 days of receipt, providing all required information, documents and/or attachments have been received.
- 5.1.2 Payment will be tied to an hourly rate or on an "as needed basis".
- 5.1.3 Pursuant to NRS 227.185 and NRS 333.450, the State shall pay claims for supplies, materials, equipment and services purchased under the provisions of this RFP electronically, unless determined by the State Controller that the electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.

5.2 BILLING

- 5.2.1 The State does not issue payment prior to receipt of goods or services.
- 5.2.2 The vendor shall bill the State as outlined in the approved contract and/or payment schedule.
 - 5.2.2.1 The current hourly rate being billed for armed and unarmed security guards on the current contract is as follows:

- A. Armed security guards regular shift time hourly rate - \$26.24;
- B. Unarmed security guards regular shift time hourly rate - \$20.63;
- C. Armed security guard holiday/overtime hourly rate - \$34.94;
- D. Unarmed security guard holiday/overtime hourly rate - \$27.24; and
- E. Random Armed Marked Vehicle Patrol Stops - \$19.45 each
- F. Special Event or Emergency Coverage (Armed) - \$35.98

5.3 TIMELINESS OF BILLING

The State is on a fiscal year calendar. All billings for dates of service prior to July 1 shall be submitted to the State no later than the first Friday in August of the same year. A billing submitted after the first Friday in August that forces the State to process the billing as a stale claim pursuant to NRS 353.097, shall subject the contractor to an administrative fee not to exceed \$100.00. This is the estimate of the additional costs to the State for processing the billing as a stale claim and this amount shall be deducted from the stale claims payment due the contractor.

6. WRITTEN QUESTIONS AND ANSWERS

The Purchasing Division shall accept questions and/or comments in writing regarding this RFP as noted below:

6.1 QUESTIONS AND ANSWERS

- 6.1.1 The RFP Question Submittal Form is located on the Solicitation Opportunities webpage at <http://purchasing.nv.gov>. Select the Solicitation Status, Questions dropdown and then scroll to the RFP number and the "Question" link.
- 6.1.2 The deadline for submitting questions is as specified in *Section 7, RFP Timeline*.
- 6.1.3 All questions and/or comments shall be addressed in writing. An email notification that the amendment has been posted to the Purchasing website shall be issued on or about the date specified in *Section 7, RFP Timeline*.

7. RFP TIMELINE

The following represents the proposed timeline for this project. All times stated are Pacific Time (PT). These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time.

Task	Date/Time
Deadline for submitting questions	06/14/2017 @ 12:00 PM
Answers posted to website	On or about 06/19/2017
Deadline for submittal of Reference Questionnaires	No later than 4:30 PM on 07/03/2017
Deadline for submission and opening of proposals	No later than 2:00 PM on 07/05/2017
Evaluation period (approximate time frame)	07/05/2017 – 07/12/2017
Selection of vendor	On or about 07/18/2017
Anticipated BOE approval	09/12/2017
Contract start date (contingent upon BOE approval)	10/01/2017

8. PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

8.1 GENERAL SUBMISSION REQUIREMENTS

- 8.1.1 Vendors shall submit their proposals on one (1) CD or flash drive appropriately labeled with the RFP # and vendor’s name in accordance with the instructions below.
- 8.1.2 The one (1) CD or flash drive shall contain a maximum of four (4) PDF files which may include:
 - 8.1.2.1 Technical Proposal
 - 8.1.2.2 Confidential Technical (if applicable)
 - 8.1.2.3 Cost Proposal
 - 8.1.2.4 Confidential Financial
- 8.1.3 Proposals shall have a technical response, which may be composed of two (2) parts in the event a vendor determines that a portion of their technical response qualifies as “confidential” per NRS 333.020 (5) (b).
- 8.1.4 If complete responses cannot be provided without referencing confidential information, such confidential information shall be provided in accordance with **Section 8.3, Part IB – Confidential Technical Proposal and Section 8.5, Part III Confidential Financial Information.**
- 8.1.5 Specific references made to the section, page, and paragraph where the confidential information can be located shall be identified on **Attachment A, Confidentiality and Certification of Indemnification** and comply with the requirements stated in **Section 8.6, Confidentiality of Proposals.**
- 8.1.6 The remaining section to be submitted is the cost proposal.
- 8.1.7 Proposals that do not comply with the requirements may be deemed non-responsive and rejected at the State’s discretion.

- 8.1.8 Although it is a public opening, only the names of the vendors submitting proposals shall be announced per NRS 333.335(6). Technical and cost details about proposals submitted shall not be disclosed.
- 8.1.9 Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the Purchasing Division designee as soon as possible and at least two (2) days in advance of the opening.
- 8.1.10 For ease of evaluation, the technical and cost proposals shall be presented in a format that corresponds to and references sections outlined within this RFP and shall be presented in the same order. Written responses shall be in ***bold/italics*** and placed immediately following the applicable RFP question, statement and/or section.
- 8.1.11 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive color displays, promotional materials, etc., are not necessary or desired. Emphasis shall be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 8.1.12 For purposes of addressing questions concerning this RFP, the sole contact shall be the Purchasing Division as specified on Page 1 of this RFP. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP shall not answer questions or otherwise discuss the contents of this RFP with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal per NAC 333.155(3). This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
- 8.1.13 Any vendor who believes there are irregularities or lack of clarity in the RFP or proposal requirements or specifications are unnecessarily restrictive or limit competition shall notify the Purchasing Division, in writing, as soon as possible, so that corrective addenda may be furnished by the Purchasing Division in a timely manner to all vendors.
- 8.1.14 If a vendor changes any material RFP language, vendor's response may be deemed non-responsive per NRS 333.311.
- 8.1.15 The vendor understands and acknowledges that the representations made in its proposal are material and important, and shall be relied on by the State in its evaluation of a proposal. Any misrepresentation by a vendor shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.

8.2 PART IA – TECHNICAL PROPOSAL

- 8.2.1 The Technical Proposal ***shall not include*** cost and/or pricing information. Cost and/or pricing information contained in the technical proposal may cause the proposal to be rejected.

8.2.2 Vendors shall provide one (1) PDF Technical Proposal file that includes the following:

8.2.2.1 Section I – Title Page with the following information:

Part IA – Technical Proposal	
RFP Title:	Uniformed Security Guards
RFP:	3455
Vendor Name:	
Address:	
Opening Date:	July 5, 2017
Opening Time:	2:00 PM

8.2.2.2 Section II – Table of Contents

An accurate and updated table of contents shall be provided.

8.2.2.3 Section III – Vendor Information Sheet

The vendor information sheet shall be completed and signed by an individual authorized to bind the organization.

8.2.2.4 Section IV – State Documents

The State documents section shall include the following:

- A. The signature page from all amendments signed by an individual authorized to bind the organization.
- B. Attachment A – Confidentiality and Certification of Indemnification signed by an individual authorized to bind the organization.
- C. Attachment B – Vendor Certifications signed by an individual authorized to bind the organization.
- D. Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.
- E. Copies of applicable certifications and/or licenses.

8.2.2.5 Section V – Scope of Work

Vendors shall place their written response(s) to ***Section 2, Scope of Work*** in ***bold/italics*** immediately following the applicable RFP question, statement and/or section.

8.2.2.6 Section VI– Company Background and References

Vendors shall place their written response(s) to *Section 3, Company Background and References* in ***bold/italics*** immediately following the applicable RFP question, statement and/or section. This section shall also include the requested information in *Section 3.2, Subcontractor Information*, if applicable.

8.2.2.7 Section VII – Attachment F – Proposed Staff Resume

- A. Vendors shall include all proposed staff resumes per *Section 3.4, Vendor Staff Resumes* in this section.
- B. This section shall also include any subcontractor proposed staff resumes, if applicable.

8.2.2.8 Section VIII – Other Informational Material

Vendors shall include any other applicable reference material in this section clearly cross referenced with the proposal.

8.3 PART IB – CONFIDENTIAL TECHNICAL PROPOSAL

8.3.1 Vendors only need to submit Part IB if the proposal includes any confidential technical information (*Refer to Attachment A, Confidentiality and Certification of Indemnification*).

8.3.2 If needed, vendors shall provide one (1) PDF Confidential Technical Proposal file that includes the following:

8.3.2.1 Section I – Title Page with the following information:

Part IB – Confidential Technical Proposal	
RFP Title:	Uniformed Security Guards
RFP:	3455
Vendor Name:	
Address:	
Opening Date:	July 5, 2017
Opening Time:	2:00 PM

8.3.2.2 Section II – Confidential Technical

Vendors shall cross reference the confidential technical information back to the technical proposal, as applicable.

8.4 PART II – COST PROPOSAL

8.4.1 The cost proposal shall not be marked “confidential”. Only information that is deemed proprietary per NRS 333.020 (5) (a) may be marked as “confidential”.

8.4.2 Vendors shall provide one (1) PDF Cost Proposal file that includes the following:

8.4.2.1 Section I – Title Page with the following information:

Part II – Cost Proposal	
RFP Title:	Uniformed Security Guards
RFP:	3455
Vendor Name:	
Address:	
Opening Date:	July 5, 2017
Opening Time:	2:00 PM

8.4.2.2 Section II – Cost Proposal

Vendor’s cost proposal response shall be included in this section.

8.5 PART III – CONFIDENTIAL FINANCIAL INFORMATION

8.5.1 If needed, vendors shall provide one (1) PDF Confidential Financial Information file that includes the following:

8.5.1.1 Section I – Title Page with the following information:

Part III – Confidential Financial Information	
RFP Title:	Uniformed Security Guards
RFP:	3455
Vendor Name:	
Address:	
Opening Date:	July 5, 2017
Opening Time:	2:00 PM

8.5.1.2 Section II – Financial Information and Documentation

Vendors shall place the information required per *Section 3.1.10* in this section.

8.6 CONFIDENTIALITY OF PROPOSALS

8.6.1 As a potential contractor of a public entity, vendors are advised that full disclosure is required by law.

8.6.2 Vendors are required to submit written documentation in accordance with *Attachment A, Confidentiality and Certification of Indemnification* demonstrating the material within the proposal marked “confidential” conforms to NRS §333.333, which states “Only specific parts of the proposal may be labeled a “trade secret” as defined in NRS §600A.030(5)”. Not conforming to these requirements shall cause your proposal to be deemed non-compliant and shall not be accepted by the State.

- 8.6.3 Vendors acknowledge that material not marked as “confidential” shall become public record and shall be posted to the Purchasing website upon contract award.
- 8.6.4 It is the vendor’s responsibility to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation.
- 8.6.5 Failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by release of said information.

8.7 PROPOSAL PACKAGING

- 8.7.1 Vendors shall submit their proposals on one (1) CD or flash drive appropriately labeled in one (1) sealed package or envelope in accordance with the instructions below.
- 8.7.2 Vendors are encouraged to utilize the copy/paste feature of word processing software to replicate the label for ease and accuracy of proposal packaging.

Annette Morfin, Purchasing Officer State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP:	3455
OPENING DATE:	July 5, 2017
OPENING TIME:	2:00 PM
FOR:	Uniformed Security Guards
VENDOR’S NAME:	

- 8.7.3 Proposals shall be received at the address referenced below no later than the date and time specified in *Section 7, RFP Timeline*. Proposals that do not arrive by proposal opening time and date shall not be accepted. Vendors may submit their proposal any time prior to the above stated deadline.
- 8.7.4 The State shall not be held responsible for proposal packages or envelopes mishandled as a result of the package or envelope not being properly labeled.
- 8.7.5 Email or facsimile proposals shall not be considered.

9. PROPOSAL EVALUATION AND AWARD PROCESS

The information in this section does not need to be returned with the vendor’s proposal.

- 9.1 Proposals shall be consistently evaluated and scored in accordance with NRS 333.335(3) based upon the following criteria. The following criteria are listed in order of importance.
 - 9.1.1 Demonstrated competence and Expertise and Availability of Key Personnel
 - 9.1.2 Experience in performance of comparable engagements

9.1.3 Cost

Cost proposals will be evaluated based on the following formula:

$$\frac{\text{Lowest Cost Submitted by a Vendor} = \text{Price Factor}}{\text{Proposers Total Cost}} \\ \text{Price Factor} \times \text{points} = \text{Cost Criteria Score}$$

9.1.4 Conformance with the terms of this RFP

- 9.2 Proposals shall be kept confidential until a contract is awarded.
- 9.3 The evaluation committee is an independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS 333.335.
- 9.4 The evaluation committee may solicit information from any available source concerning any aspect of a proposal and seek and review any other information deemed pertinent to the evaluation process.
- 9.5 Each vendor shall include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. Refer generally to NRS 333.335.
- 9.6 Clarification discussions may, at the State's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive per NAC 333.165. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors. Any modifications made to the original proposal during the best and final negotiations shall be included as part of the contract.
- 9.7 A Letter of Intent (LOI) shall be issued in accordance with NAC 333.170 notifying vendors of the State's intent to award a contract to a vendor, pending successful negotiations. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. All information remains confidential until the issuance of the formal Notice of Award (NOA). If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFP.
- 9.8 A Notification of Award (NOA) shall be issued in accordance with NAC 333.170. Vendors shall be notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners (BOE). Any award is contingent upon the

successful negotiation of final contract terms and upon approval of the BOE, when required. Any non-confidential information becomes available upon written request.

- 9.9 Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 333.700).

10. TERMS AND CONDITIONS

10.1 PROCUREMENT AND PROPOSAL TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal.

- 10.1.1 This procurement is being conducted in accordance with NRS Chapter 333 and NAC Chapter 333.
- 10.1.2 The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- 10.1.3 The State reserves the right to waive informalities and minor irregularities in proposals received.
- 10.1.4 For ease of responding to the RFP, vendors are encouraged to download the RFP from the Purchasing Division's website at <http://purchasing.nv.gov>.
- 10.1.5 The failure to provide clearly marked, separate PDF file(s) for **Part IB and Part III**, which contain confidential information, trade secrets and/or proprietary information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.
- 10.1.6 The State reserves the right to reject any or all proposals received prior to contract award (NRS 333.350).
- 10.1.7 The State reserves the right to limit the scope of work prior to award, if deemed in the best interest of the State. (NRS 333.350)
- 10.1.8 The State shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interest of the State of Nevada after all factors have been evaluated (NRS 333.335).
- 10.1.9 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of the project, may be rejected.
- 10.1.10 Proposals from employees of the State of Nevada shall be considered in as much as they do not conflict with the State Administrative Manual (SAM), NRS Chapter 281 and NRS Chapter 284.

- 10.1.11 Proposals may be modified or withdrawn by written notice received prior to the proposal opening time. Withdrawals received after the proposal opening time shall not be considered except as authorized by NRS 333.350(3).
- 10.1.12 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.
- 10.1.13 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposal or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- 10.1.14 Proposals submitted per proposal submission requirements become the property of the State, selection or rejection does not affect this right; proposals shall be returned only at the State's option and at the vendor's request and expense. The flash drive or CD from each vendor shall be retained for official files.
- 10.1.15 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and NAC Chapter 333.
- 10.1.16 NRS 333.290 grants a preference to materials and supplies that can be supplied from a "charitable, reformatory or penal institution of the State" that produces such goods or services through the labor of inmates. The Administrator reserves the right to secure these goods, materials or supplies from any such eligible institution, if they can be secured of equal quality and at prices not higher than those of the lowest acceptable bid received in response to this solicitation. In addition, NRS 333.410 grants a preference to commodities or services that institutions of the State are prepared to supply through the labor of inmates. The Administrator shall apply the preferences stated in NRS 333.290 and 333.410 to the extent applicable.

10.2 CONTRACT TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal.

- 10.2.1 The awarded vendor shall be the sole point of contract responsibility. The State shall look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 10.2.2 The awarded vendor shall maintain, for the duration of the contract, insurance coverages as set forth in the fully executed contract. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance shall be deemed a breach of contract.

- 10.2.3 The State shall not be liable for Federal, State, or Local excise taxes per NRS 372.325.
- 10.2.4 The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170. The contract between the parties shall consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, any modifications and clarifications to the awarded vendor's proposal, the RFP, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract. The State shall not indemnify vendor from any liability or damages, including but not limited to attorney's fees and costs, arising under any contract resulting from this RFP.
- 10.2.5 Local governments (as defined in NRS 332.015) are intended third party beneficiaries of any contract resulting from this RFP and any local government may join or use any contract resulting from this RFP subject to all terms and conditions thereof pursuant to NRS 332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.
- 10.2.6 Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and shall not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.
- 10.2.7 Pursuant to NRS Chapter 613 in connection with the performance of work under this contract, the contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to 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, without limitation apprenticeship.

The contractor further agrees to insert this provision in all subcontracts, hereunder, except subcontracts for standard commercial supplies or raw materials.

10.3 ADMINISTRATIVE FEE:

- 10.3.1 Contractor agrees to provide a quarterly administrative fee to the State in the form of an electronic funds transfer (EFT) payment. The fee will be payable to the "State of Nevada Purchasing Division." The Administrative Fee will be one percent (1%) and will apply to all payments (net of returns, credits, or adjustments) received by the contractor for all products and services provided under the contract during the quarter.
- 10.3.2 All administrative fee payments shall include the contract number on any transmittal document. However, only one contract number must be entered on a transmittal

document. If submitting an administrative fee payment for more than one contract, then a separate electronic payment and associated transmittal document must be submitted by the contractor for each contract.

10.3.3 The state will not issue an invoice for the Administrative Fee owed to the State. It is the responsibility of the vendor to pay the Administrative Fee with no prompting from the State. Contractor shall pay the quarterly Administrative Fee within forty five (45) days of quarter end (refer the schedule below).

10.3.4 Templates for the required quarterly reports listed below in Sections 1.2 and 1.3, may be downloaded from the Purchasing Division website <http://purchasing.nv.gov/vendors/DBINV/>. Reports must be submitted via email to: nvpurch@admin.nv.gov

10.4 NEVADA GOOD OF THE STATE QUARTERLY ADMINISTRATIVE FEE REPORT:

The contractor shall submit a Nevada Good of the State Quarterly Administrative Fee Report to the Purchasing Division. The report shall identify total payments (minus returns and credits) received by the contractor from state agencies, the university and community college system, the Legislative Counsel Bureau, political subdivisions, and other authorized entities that were made pursuant to the contract.

10.5 NEVADA GOOD OF THE STATE QUARTERLY USAGE REPORT:

The contractor shall submit a Nevada Good of the State Quarterly Usage Report to the Purchasing Division which shall provide the data element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract
Contract Name	
Contract Number	Master Contract Number on Page 1 of this document
Report Contact	Name of person completing the report on behalf of the contractor
Contact Phone	Phone number for the person completing the report
Contact Email	Email address of the person completing the report
Date Submitted	Date the Nevada Good of the State Quarterly Usage Report is submitted to the Purchasing Division
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract
Entity Type	Indicate the type of entity making the purchase: S for state agency E for university and community college system L for Legislative Counsel Bureau P for political subdivisions O for other authorized entities
Customer Name	Name of entity making the purchase—if customer has multiple locations, please use the main entity name
Purchase Description	Description of the product or service purchased

Work Plan/Contract Number	Work Plan/Contract number supplied by customer to contractor. Enter Work Plan/Contract number, Purchase Order number, or other authorization number/identifier. If procurement card is used, enter "PCard"
Work Plan/Contract Line Item	Line item number on the Work Plan/Contract
Quantity	Quantities (excluding returns) of products delivered—enter a quantity of one (1) for a service/project.
Unit Price	Unit price charged (excluding credits) for the product or service purchased
Extended Price	Total price—quantity delivered x unit price charged

10.6 FEE PAYMENT AND REPORT SCHEDULE:

Contractor agrees to provide Administrative Fee, Nevada Good of the State Administrative Fee Report, and Nevada Good of the State Quarterly Usage Report to the purchasing division even if no payments are made in a quarter in accordance with the following schedule:

Period End	Report Due
March 31	May 15
June 30	August 14
September 30	November 14
December 31	February 14

10.7 REPORT MODIFICATIONS:

The contractor shall agree that the Purchasing Division reserves the right to modify the requested format and contents of the Nevada good of the State Administrative Fee Report and/or the Nevada Good of the State Quarterly Usage Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Purchasing Division may unilaterally amend the contract, with (30) calendar days written notice to the contractor to change the timing for submission of the Nevada Good of the State Administrative Fee Report and/or the Nevada Good of the State Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Purchasing Division, the contractor shall comply with all contractual terms, as amended.

10.8 TIMELY REPORTS AND FEES:

If the quarterly Administrative Fee is not paid and quarterly reports are not received by forty five (45) days of quarter end, then the contractor will be in material breach of this contract.

10.9 PROJECT TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal.

10.9.1 Award of Related Contracts

10.9.1.1 The State may undertake or award supplemental contracts for work related to this project or any portion thereof. The contractor shall be bound to cooperate fully with such other contractors and the State in all cases.

10.9.1.2 All subcontractors shall be required to abide by this provision as a condition of the contract between the subcontractor and the prime contractor.

10.9.2 State Owned Property

The awarded vendor shall be responsible for the proper custody and care of any State owned property furnished by the State for use in connection with the performance of the contract and shall reimburse the State for any loss or damage.

10.9.3 Travel

If travel is required, the following processes shall be followed:

10.9.3.1 All travel shall be approved in writing in advance by the Department.

10.9.3.2 Requests for reimbursement of travel expenses shall be submitted on the State Claim for Travel Expense Form with original receipts for all expenses.

10.9.3.3 The travel expense form, with original signatures, shall be submitted with the vendor's invoice.

10.9.3.4 Vendor shall be reimbursed travel expenses and per diem at the rates allowed for State employees at the time travel occurs.

10.9.3.5 The State is not responsible for payment of any premium, deductible or assessments on insurance policies purchased by vendor for a rental vehicle.

10.9.4 Right to Publish

10.9.4.1 All requests for the publication or release of any information pertaining to this RFP and any subsequent contract shall be in writing and sent to the Administrator of Nevada State Purchasing or designee.

10.9.4.2 No announcement concerning the award of a contract as a result of this RFP can be made without prior written approval of the Administrator of Nevada State Purchasing or designee.

- 10.9.4.3 As a result of the selection of the contractor to supply the requested services, the State is neither endorsing nor suggesting the contractor is the best or only solution.
- 10.9.4.4 The contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of any State facility, except with the specific advance written authorization of the Administrator of Nevada State Purchasing or designee.
- 10.9.4.5 Throughout the term of the contract, the contractor shall secure the written approval of the State per *Section 10.9.4.2* prior to the release of any information pertaining to work or activities covered by the contract.

11. SUBMISSION CHECKLIST

This checklist is provided for vendor's convenience only and identifies documents that shall be submitted in order to be considered responsive. Any proposals received without these requisite documents may be deemed non-responsive and not considered for contract award.

Part IA– Technical Proposal Submission Requirements		Completed
Part IA submitted in one (1) separate PDF file		
Section I	Title Page	
Section II	Table of Contents	
Section III	Vendor Information Sheet	
Section IV	State Documents	
Section V	Scope of Work	
Section VI	Company Background and References	
Section VII	Attachment F – Proposed Staff Resume(s)	
Section VIII	Other Informational Material	
Part IB – Confidential Technical Proposal Submission Requirements		
Part IB submitted in one (1) separate PDF file		
Section I	Title Page	
Section II	Appropriate sections and information that cross reference back to the technical proposal	
Part II – Cost Proposal Submission Requirements		
Part II submitted in one (1) separate PDF file		
Section I	Title Page	
Section II	Cost Proposal	
Part III – Confidential Financial Information Submission Requirements		
Part III submitted in one (1) separate PDF file		
Section I	Title Page	
Section II	Financial Information and Documentation	
Reference Questionnaire Reminders		
Send out Reference Forms for Vendor (with Part A completed)		
Send out Reference Forms for proposed Subcontractors (with Part A and Part B completed, if applicable)		

ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “confidential” **shall not** be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the proposal may be labeled a “trade secret” as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors’ technical and cost proposals become public information.

In accordance with the submittal instructions of this RFP, vendors are requested to submit confidential information in separate files marked “**Part IB Confidential Technical**” and “**Part III Confidential Financial**”.

The State shall not be responsible for any information contained within the proposal. If vendors do not comply with the labeling and packing requirements, proposals shall be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that shall be in an open meeting format, the proposals shall remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act shall constitute a complete waiver and all submitted information shall become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information.

Please initial the appropriate response in the boxes below and provide the justification for confidential status.

Part IB – Confidential Technical Information			
YES		NO	
Justification for Confidential Status			

Part III – Confidential Financial Information			
YES		NO	
Justification for Confidential Status			

 Company Name

 Signature

 Print Name

 Date

This document shall be submitted in Section IV of vendor’s technical proposal

ATTACHMENT B – VENDOR CERTIFICATIONS

Vendor agrees and shall comply with the following:

- (1) Any and all prices that may be charged under the terms of the contract do not and shall not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.
- (2) All proposed capabilities can be demonstrated by the vendor.
- (3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.
- (4) All proposal terms, including prices, shall remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, shall remain in effect throughout the contract negotiation process.
- (5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals shall be made in good faith and without collusion.
- (6) All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion shall be in writing and included in the proposal at the time of submission.
- (7) Each vendor shall disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict shall be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest shall automatically result in the disqualification of a vendor's proposal. An award shall not be made where a conflict of interest exists. The State shall determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- (8) All employees assigned to the project are authorized to work in this country.
- (9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.
- (10) The company has a written policy regarding compliance for maintaining a drug-free workplace.
- (11) Vendor understands and acknowledges that the representations within their proposal are material and important, and shall be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- (12) Vendor shall certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.
- (13) The proposal shall be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

Vendor Company Name

Vendor Signature

Print Name

Date

This document shall be submitted in Section IV of vendor's technical proposal

ATTACHMENT C – CONTRACT FORM

Vendors shall review the terms and conditions of the standard contract used by the State for all services of independent contractors. It is not necessary for vendors to complete the contract form with their proposal. To review the contract form, click on the following link:

[Contract Form](#)

If you are unable to access the contract form, please contact Nevada State Purchasing at srvpurch@admin.nv.gov for an emailed copy.

ATTACHMENT D – INSURANCE SCHEDULE FOR RFP 3455

Vendors shall review the Insurance Schedule, as this will be the schedule used for the scope of work identified within the RFP.



Attachment D -
Insurance Schedule

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact Nevada State Purchasing at
srvpurch@admin.nv.gov for an emailed copy.*

ATTACHMENT E – REFERENCE QUESTIONNAIRE

The State of Nevada requires proposing vendors to submit business references. The purpose of these references is to document the experience relevant to the scope of work identified within the RFP and provide assistance in the evaluation process.

INSTRUCTIONS TO PROPOSING VENDOR	
1.	Proposing vendor or vendor's proposed subcontractor shall complete Part A and/or Part B of the Reference Questionnaire.
2.	Proposing vendor shall send the Reference Questionnaire to each business reference listed for completion of Part D, Part E and Part F.
3.	Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to: State of Nevada, Purchasing Division Subject: RFP 3455 Attention: Purchasing Division Email: rfpdocs@admin.nv.gov Fax: 775-684-0188 Please reference the RFP number in the subject line of the email or on the fax.
4.	The completed Reference Questionnaire shall be received <i>no later than 4:30 PM PT July 3, 2017</i>
5.	Business references are not to return the Reference Questionnaire to the Proposer (Vendor).
6.	In addition to the Reference Questionnaire, the State may contact any and all business references by phone for further clarification, if necessary.
7.	Questions regarding the Reference Questionnaire or process shall be directed to the individual identified on the RFP cover page.
8.	Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.



3455 Reference
 Questionnaire.doc

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada State Purchasing at svrpurch@admin.nv.gov for an emailed copy.

ATTACHMENT F– PROPOSED STAFF RESUME

The embedded resume shall be completed for all proposed prime contractor staff and proposed subcontractor staff.



3455 Proposed Staff
Resume.doc

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact Nevada State Purchasing at
srvpurch@admin.nv.gov for an emailed copy.*

ATTACHMENT G – COST SCHEDULE

VENDOR NAME _____

Category	Year 1 10/01/2017– 09/30/2018	Year 2 10/01/2018– 09/30/2019	Year 3 10/01/2019– 09/30/2020	Year 4 10/01/2020– 09/30/2021
Regular Shift – Armed – Section 2.4.1.1 (Bill Rate per Hour)				
Regular Shift – Unarmed – Section 2.4.1.1 (Bill Rate per Hour)				
Overtime – Armed – Section 2.4.1.2 (Bill Rate per Hour)				
Overtime – Unarmed – Section 2.4.1.2 (Bill Rate per Hour)				
Holiday Shift – Armed – Section 2.4.1.3 (Bill Rate per Hour)				
Holiday Shift – Unarmed – Section 2.4.1.3 (Bill Rate per Hour)				
Special Events – Armed – Section 2.4.1.4 (Bill Rate per Hour)				
Special Events – Unarmed – Section 2.4.1.4 (Bill Rate per Hour)				
Emergency Shift – Armed – Section 2.4.1.5 (Bill Rate per Hour)				
Emergency Shift – Unarmed – Section 2.4.1.5 (Bill Rate per Hour)				
Vehicle Patrol (Armed) – Section 2.4.1.6 (Break out all costs below)				
Random Marked Vehicle Stops (Armed) - Section 2.4.1.7 (Break out all costs below)				

VENDORS MUST LIST WHAT EMPLOYEE BENEFITS ARE INCLUDED.

ATTACHMENT I – FEDERAL LAWS AND AUTHORITIES

The information in this section does not need to be returned with the vendor's proposal. Following is a list of Federal Laws and Authorities with which the awarded vendor shall be required to comply.

ENVIRONMENTAL:

1. Archeological and Historic Preservation Act of 1974, PL 93-291
2. Clean Air Act, 42 U.S.C. 7506(c)
3. Endangered Species Act 16 U.S.C. 1531, ET seq.
4. Executive Order 11593, Protection and Enhancement of the Cultural Environment.
5. Executive Order 11988, Floodplain Management
6. Executive Order 11990, Protection of Wetlands
7. Farmland Protection Policy Act, 7 U.S.C. 4201 ET seq.
8. Fish and Wildlife Coordination Act, PL 85-624, as amended
9. National Historic Preservation Act of 1966, PL 89-665, as amended
10. Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended

ECONOMIC:

1. Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended
2. Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans

SOCIAL LEGISLATION

1. Age Discrimination Act, PL 94-135
2. Civil Rights Act of 1964, PL 88-352
3. Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Control Act
4. Executive Order 11246, Equal Employment Opportunity
5. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise
6. Rehabilitation Act of 1973, PL 93, 112

MISCELLANEOUS AUTHORITY:

1. Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
2. Executive Order 12549 – Debarment and Suspension

**ATTACHMENT J – QUARTERLY REPORTS
FOR UNIFORMED SECURITY GUARDS**

(Checkmark appropriate quarter)

OCTOBER - DECEMBER ____ JANUARY - MARCH ____ APRIL - JUNE ____ JULY - SEPTEMBER ____

VENDOR NAME: _____

Agency: _____

Submitted by: (person) _____ Telephone: _____

This Quarterly Report must be completed for each agency, even if no dollars were involved. Send reports on or before **January 20, April 20, July 20, and October 20** annually throughout the life of contract.

Mail to:

Annette Morfin, Purchasing Officer
Nevada State Purchasing Division
515 E. Musser St # 300
Carson City NV 89701
(775) 684-0185
(775) 684-0188 (fax)
E-mail Address: amorfin@admin.nv.gov

Agency	Total Hours Worked	Total Straight Time Pay	Total Overtime Pay	Total Holiday Time	Total Stops	Total Quarter Invoiced for Agency
Total Hours for Quarter						

1. Insert data for the current quarter only, based on service provided during the quarter for each agency.
2. Include all eligible contract users serviced under the contract.

PLEASE DUPLICATE FORM FOR USE THROUGHOUT THE LIFE OF THE CONTRACT.

ATTACHMENT K – AUTHORIZATION TO CONTRACT WITH A CURRENT EMPLOYEE



Authorization_current
.doc

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact Nevada State Purchasing at
srvpurch@admin.nv.gov for an emailed copy.*

ATTACHMENT L – AUTHORIZATION TO CONTRACT WITH A FORMER EMPLOYEE



Authorization_former.
doc

To open the document, double click on the icon.

*If you are unable to access the above inserted file
once you have doubled clicked on the icon,
please contact Nevada State Purchasing at
srvpurch@admin.nv.gov for an emailed copy.*

ATTACHMENT M – LISTING OF POSITION CLASSIFICATIONS & PAY RATE

This listing is not meant to be all inclusive. These are the minimum wage for the position listed. Vendors may access the job descriptions via the Department of Administration, Division of Human Resource Management website <http://hr.nv.gov> under “Class Specifications”.

State Position Classification/Title	Pay Grade	Per Hour Rate Paid to Employee *
Military Security Officer V	39	\$26.74 to \$40.04
Military Security Officer IV	37	\$24.52 to \$36.55
Military Security Officer III	35	\$22.48 to \$33.39
Military Security Officer II	33	\$20.68 to \$30.57
Military Security Officer I	31	\$19.00 to \$27.94
Security Officer Supervisor	29	\$17.50 to \$25.59
Security Officer	27	\$16.13 to \$23.49

State of Nevada
Department Administration
Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701



Jeffrey Haag
Administrator

SUBJECT: Amendment 1 to Request for Proposal 3455
RFP TITLE: Uniformed Security Guards
DATE OF AMENDMENT: June 19, 2017
DATE OF RFP RELEASE: June 7, 2017
OPENING DATE: July 5, 2017
OPENING TIME: 2:00 PM
CONTACT: Annette Morfin, Procurement Staff Member

The following shall be a part of RFP 3455. If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

1. Could you please forward a copy of the current and publicly published vendor's contract for review?

Documents are available on the Purchasing website. Click on link provided below.

<http://purchasing.nv.gov/Contracts/Documents/SecurityandPatrolServices/>

2. How many service locations are utilizing the services described in the RFP?

Currently there are 22 locations in the north in the Carson City/Reno/Sparks/Stead area. There are 47 locations in the south in the Las Vegas area.

3. What are the service location addresses?

That information is not available.

4. Would you please break out the service locations by fixed post and patrol stop?

For the 1st quarter of 2017, there were 580 stops between three (3) locations in the south and 270 stops between two (2) locations in the north. The exact quantities for fixed post and patrol stops are unavailable.

5. How many vendors prime and sub are currently working under this contract?

There is only one (1) contracted vendor.

6. What is the intended purpose of Attachment M?

The purpose of Attachment M was to give proposing vendors an idea of what State positions are getting paid.

7. Attachment M does not appear to have a listing for Armed Officers is that in another location?

Refer to answer to Question 6. These positions did not specify if they were armed or un-armed positions.

8. Regarding 2.8.2.1. (section I) - For better clarification, is the work card issued to the armed/unarmed security officer meant to read that the Private Investigator's Licensing Board work card (is required) or is a county sheriff card required in addition to the P.I.L.B. card?

It is the county sheriff work card that is required. However, you would still need to abide by Section 2.8.6.2 of the RFP.

9. Is there a preferred ratio of supervisors to officers that should be factored in the bid?

That would be determined by the contracted vendor.

10. Who is the incumbent supplier?

Refer to answer to Question 1.

11. How long has the incumbent had the contract with the state?

Refer to answer to Question 1.

12. Is the State interested in retaining incumbent employees?

That would be up to the using agency and the incumbent employee.

13. Do the incumbent personnel meet the statement of work qualification standards?

The State does not know this information. They are not a State employee.

14. How many vehicles are needed for the contract?

This information is not available.

15. How many miles are estimated annually for each vehicle?

This information is not available.

16. Are there any requirements for the vehicles (special markings, emergency equipment, light bars, etc)?

There are no specific requirements.

17. Are you being direct billed for any vehicles or equipment?

Refer to Section 2.4.3.3, 2.7.2 and 10.9.3.5 of the RFP.

18. What medical benefits are being provided to current security officers and how much are they paying for those benefits?

This information is not available, as these security officers are not a State employee.

19. Will the contractor be able to direct bill anything separately (i.e. benefits, vacation, additional training, etc)?

No, as these guards are not a State employee.

20. What is your annual turnover rate for security personnel?

This information is not available.

21. Will the State of Nevada be hosting a pre-bid meeting for vendors?

No.

22. 2.8.3: Prior Experience of Security Guards pages 12-18

Paragraph 2.8.3.1 states that the training required of officers be 200 hours (armed) and 120 hours (unarmed). Paragraph 2.8.7.5 states that the training requirement is 11 hours (armed) and 4 hours (unarmed). Could you please clarify whether the State of Nevada requires all Security Guards to have training equal to or greater than 200 for Armed, 120 hours for unarmed OR, the 11 hours Armed and 4 hours unarmed prior to being deployed to work within the contract?

You need to look at the sub-sections of those sections to see what training is required. Each section requires different training.

23. 10.3: Administrative Fee: Paragraph 10.3.1 states that a 1% Quarterly Administrative Fee be paid to the State of Nevada.
Could the State please clarify what is this 1% Administrative Fee is for?

On June 4, 2017, the Governor of the State of Nevada signed Assembly Bill 480 into law which allows the Purchasing Division to assess a fee that will provide funding for the implementation and maintenance of an electronic procurement system.

When the vendor submits the quarterly report, is the vendor required to submit a 1% administrative fee for all services provided under the contract for that quarter?

Yes, In Section 10.3.3, payment is due to the State 45 days after the end of the quarter.

Could the state please clarify what services this fee is to be based off of?

As it states in Section 10.3.1, "The Administrative Fee will be one percent (1%) and will apply to all payments (net of returns, credits, or adjustments) received by the contractor for all products and services provided under the contract during the quarter."

24. Page 53, Attachment M – Listing of Position Classifications & Pay Rate: Could the State of Nevada please clarify whether the Security Officer Pay Grade 27, with a pay rate of \$16.13, is the required minimum wage for all bidders to pay all Unarmed and Armed Security Officers under this contract?

Refer to answers to Question 6 and 7. The State is not telling vendors what they need to pay for the required services. This is strictly a guideline.

25. Are the purchasing State Agencies exempt from payment of State sales and use taxes?

Yes.

26. We note that electronic control devices are included in the list of weapons that may be required to be carried by armed security guards. See RFP Section 2.3.1.3.C on page 6. Do any State Agencies require security guards to carry electronic control devices?

That would be the decision of the using agency.

27. We assume that compliance by the Vendor with the criminal background standards in RFP Section 2.8.2.1.B on page 10 is intended to be in accordance with applicable law, including EEOC Enforcement Guidance 915.002 (4/25/12). Please provide the statutory basis for the standards in the cited section, since those do not appear to comport with our understanding of the law.

The contractor is responsible for compliance with all applicable federal and state laws and regulations including administrative rules approved by the State of Nevada Private Investigator's Licensing Board. For further reference see NRS 648.1493, NAC 648.338 and refer to the Private Investigator's Licensing Board website which can be found at <https://nevadapilb.glsuite.us>. Within the RFP, section 2.8.2.1.B provides that the contractor must make notice to the agency if it becomes known that a security guard meets any one of these criteria and provides for immediate removal upon the agencies request if they become aware of a contracted security officer having a criminal background which is incompatible with the agency, including criminal investigations, indictments, and/or pending criminal charges.

28. We assume that compliance by the Vendor with the fitness standards in RFP Section 2.8.2.1.G on page 11 is intended to be in accordance with applicable law, including the Americans With Disabilities Act. Will the State revise the first four lines of the cited section as follows?

- “Security guards must be able to perform all essential physical duties of the job with or without reasonable accommodation. This will not require a physical examination. To the extent job-related and consistent with business necessity, security guards’ duties may require moderate to arduous physical exertion, including (but not limited to) such activities as:”

This is a reasonable change of wording consistent with the current law and requires that the contractor provide a work force capable of the essential duties of a security officer. This is an acceptable change.

29. Question 1: Section 8.2.2.5 - Section V - Scope of Work
Is this section of the technical proposal supposed to be a direct response to every single item listed in the RFP's Scope of Work, line by line? I ask because not every item is framed as a question; some are statements such as (for example), "2.8.4 Permanent Status: For stability and continuity of assignment, the State expects only the most experienced security guards to be stationed at State facilities." For items like 2.8.4, would a brief statement indicating compliance be a sufficient response?
- Yes.*
30. Who is the Current incumbent?
- Universal Protection Service, LLC dba Allied Universal Security Services.*
31. When was the Current Incumbent awarded the contract?
- June 1, 2013.*
32. What is the estimated usage (number of annual hours) of prior contract?
- For the 1st quarter of 2017 there were a total of 35,164.25 hours for the south and a total of 13,545.5 hours for the north.*
33. What is the estimated total number of annual hours for the contract?
- Refer to answer to Question 32. The figures were strictly for the 1st quarter of 2017.*
34. What is the current bill rate?
- Refer to link in Question 1.*
35. What is the current pay rate paid to the guards?
- Refer to link in Question 1.*
36. What was the contract amount spent last year ?
- For Calendar Year 2016 the total spend was \$4,230,274.09*
37. Are there any additional services that may be needed that are not posted in the RFP?
- Not that we are aware of.*
38. What were the total billed hours for Armed Services Northern Nevada 2016
- For Calendar Year 2016 the total billed hours for all services for the north was 45,842.25. There is not a breakdown for Armed Services.*

39. What were the total billed hours for Unarmed Services Northern Nevada 2016

For Calendar Year 2016 the total billed hours for all services for the north was 45,842.25. There is not a breakdown for Unarmed Services.

40. What were the total billed hours for Armed Services Southern Nevada 2016

For Calendar Year 2016 the total billed hours for all services for the south was 129,670.75. There is not a breakdown for Armed Services.

41. What were the total billed hours for Unarmed Services Southern Nevada 2016

For Calendar Year 2016 the total billed hours for all services for the south was 129,670.75. There is not a breakdown for Unarmed Services.

42. Attachment M pg. 53 ...Are the security positions classified under "Security Officer" pay grade 27 for both armed and unarmed. Please clarify Attachment M

That is unknown.

43. Can you provide the hours for the Vehicle Patrol Stops referred to in this RFP, are these after business hours, holidays and weekends?

Refer to answer to Question 4.

44. Can you provide the locations of the Vehicle Patrol Stops for both Northern and Southern Nevada?

That information is not available.

45. How many times in 2016 were services needed in Rural Nevada? If so what services were needed?

That information is not available.

ALL ELSE REMAINS THE SAME FOR RFP 3455.

Vendor must sign and return this amendment with proposal submitted.

Vendor Name: _____

Authorized Signature: _____

Title: _____ Date: _____

This document must be submitted in the "State Documents" section of vendors' technical proposal.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$10,000,000
• Products – Completed Operations Aggregate	\$10,000,000
• Personal and Advertising Injury	\$10,000,000
• Each Occurrence	\$10,000,000

- a. The policy shall be endorsed to include errors and omissions coverage.
- b. Policy shall be endorsed to include master key coverage.
- c. Policy shall be endorsed to include coverage for "care-custody-control" of property of others.
- d. Policy shall include coverage for the operation of mobile equipment (if required as part of the Scope of Services).
- e. The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, **to the extent of the insurance limits agreed to in this Contract.** The State may be made an additional insured by an appropriate blanket endorsement.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$2,000,000
-----------------------------	-------------

- a. The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor, **to the extent of the insurance limits agreed to in this Contract.** The State may be made an additional insured by an appropriate blanket endorsement.

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- b. Policy shall contain a waiver of subrogation against the State of Nevada.
- c. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. **Fidelity Bond or Crime Insurance**

Bond or Policy Limit \$50,000

- a. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- b. The bond or policy shall include coverage for third party fidelity.
- c. The bond or policy shall include coverage for extended theft and mysterious disappearance.
- e. The bond or policy shall not contain a condition requiring an arrest and conviction.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

- 1. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to Nevada State Purchasing Division, Attention: Annette Morfin, 515 E Musser Street, Suite 300, Carson City, NV 89701. Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to Nevada State Purchasing Division, Attention: Annette Morfin, 515 E Musser Street, Suite 300, Carson City, NV 89701. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.



Request for Proposal: 3455

Part IA – Technical Proposal

A Security Partner You Can Trust

A Security Program for State of Nevada

July 5, 2017

Presented to:

Annette Morfin
Purchasing Officer
State of Nevada

Presented by:
Scott Allen

Account Manager – State of Nevada

Steve Claton
Region President

Part IA – Technical Proposal	
RFP Title:	Uniformed Security Guards
RFP:	3455
Vendor Name:	<i>Universal Protection Service, LLC d/b/a Allied Universal Security Services</i>
Address:	<i>4000 S. Eastern Avenue Suite 210 Las Vegas, NV 89119</i>
Opening Date:	July 5, 2017
Opening Time:	2:00 PM

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Cover Letter

July 5, 2017

Annette Morfin
Purchasing Officer
State of Nevada, Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701

Re: Technical Proposal – RFP3455, Uniform Security Guards

Dear Ms. Morfin and Members of the Evaluation and Selection Committee:

On behalf of the 135 Allied Universal Security Services' security professionals currently securing the State of Nevada facilities and agencies, as well as the more than 1,400 Allied Universal security professionals in Nevada, we thank the State of Nevada for the opportunity to continue to provide a proven, world-class uniformed security program. It has been our honor to serve as your security partner since 2013, and to prepare with you for the State's evolving needs of tomorrow. We share your commitment to quality security, and look forward to continuing to provide a customized, cost effective, value-driven security program to the State.

Allied Universal's Presence, Support and Manpower Availability in Nevada

Allied Universal is the largest provider of security professionals in the State of Nevada. With our presence comes peace of mind, knowing that your security team and the State are supported by our local offices' in Las Vegas and Reno, just a few miles from Capitol Mall, Carson City and Las Vegas. By having a local team of management, supervision, support, training and recruiting expertise, the State can continue to be confident that your security team will remain focused on the duties and needs of this critical engagement.

Understanding States' Security Service Needs

The State can have peace of mind knowing that Allied Universal has a deep presence in the State of Nevada, Las Vegas and Carson City; which ensures we will have the ability to increase or decrease a change in the scope of work to address special projects or dynamic needs that may arise from time to time at the State facilities. Upon contract award, Allied Universal is fully prepared to meet all stated requirements. Allied Universal's uniformed security personnel who staff the State security program posts are supervised, carefully interviewed, screened, and possess mandated credentials. **Allied Universal Government Security Expertise**

Provides more than...

- **25,000,000 annual man-hours** of armed and unarmed security services to federal, state, and local governmental facilities nationwide
- **13,000 specially-trained Government Services contract security professionals**
- **275 Federal, state, and local clients**

- **750 government facilities**; up to **200 locations under a single contract**
- **Eight (8) state-wide contracts** (Connecticut, Florida, Illinois, Nevada, New York, New Jersey, Pennsylvania, Washington and Washington, D.C.)
- DHS Designation as an Anti-Terror Technology/Service
- **Governments Served (local):** State of Nevada, City of Las Vegas, Las Vegas Clark County Library District, Washoe County Court House, RTC Washoe County, City of Reno City Hall, RTC Southern Nevada, College of Southern Nevada, LV Water District, Southwest Gas

In Conclusion

Allied Universal brings tremendous government facility security experience to continue to meet the State's security needs. We bring our ongoing commitment to helping the State achieve the customer service and security results it is seeking for all the various State agencies. We are fully confident in our abilities, and are prepared to continue to be your security partner providing a world-class experience for all State employees, stakeholders, visitors and travelers. As you check our references, please ask them: "What makes Allied Universal different?" We think you will find it is not the tools, brochures, or proposal: it is the PEOPLE. We have a very talented group of managers who are 100 percent vested in protecting our clients' people, assets, and brand.

On behalf of the Allied Universal team, it would be our privilege to continue to be the State's security partner of choice and work with you to achieve shared goals. In the meantime, if you have any questions, please contact me at 702-445-2508 or scott.allen@aus.com.

Sincerely,

Scott Allen
Account Manager – State of Nevada
Universal Protective Service LP d/b/a Allied Universal Security Services
4000 S. Eastern Ave., Suite 210
Las Vegas, NV 89119
Phone: 702-445-2508; Fax: 702.736.2937
scott.allen@aus.com

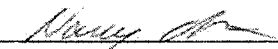


Steve Claton
President, Southwest Region
1551 N. Tustin Avenue, Suite 650
Santa Ana, CA 92705
Work: 714-619-9719
Cell: 714-360-5077
Email: steve.claton@aus.com

**SECRETARY'S CERTIFICATE for
Universal Protection Service, LLC (the "Company")**

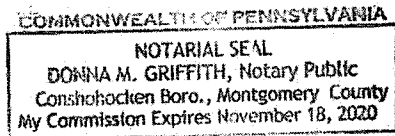
I, Nancy Peterson, hereby certify that: (i) I am the Assistant Secretary of Universal Protection Service, LLC, d/b/a Allied Universal Security Services with an address of Eight Tower Bridge, 161 Washington Street, Suite 600, Conshohocken, PA 19428, (ii) Steven S. Jones is President and CEO of the Company, William A. Torzolini is Senior Vice President, CFO and Treasurer of the Company and David I. Buckman is General Counsel, Executive Vice President and Secretary of the Company, (iii) by the By-Laws of the Company I am duly authorized and empowered and hereby designate Steven Claton, a Regional President of the Company, as an individual who can execute security service contracts and proposals on behalf of the Company, including all documents relating to Request for Proposal 3455 for Uniformed Security Guards issued by the State of Nevada Purchasing Division on June 7, 2017.

In witness whereof, I have set my hand this 27th day of June,
2017.



Nancy Peterson
Assistant Secretary

The aforementioned Secretary's Certificate was subscribed and sworn to (or affirmed) before me this 27th day of June, 2017 and the signature is personally known to me.



Stamp of Notary

Donna M. Griffith

Print name

Donna M. Griffith

Signature

6/27/17

Date

Section III - Vendor Information Sheet for RFP 3455

Vendor Shall:

- A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 shall be used for development of the contract;
- B) Type or print responses; and
- C) Include this Vendor Information Sheet in Section III of the Technical Proposal.

V1	Company Name	<i>Universal Protection Service, LLC d/b/a Allied Universal Security Services</i>
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V2	Street Address	<i>4000 S. Eastern Avenue, Suite 210</i>
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V3	City, State, ZIP	<i>Las Vegas, NV 89119</i>
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V4	Telephone Number		
	Area Code: 702	Number: 736-2240	Extension:

V5	Facsimile Number		
	Area Code: 702	Number: 736-2937	Extension:


V6	Toll Free Number		
	Area Code: 888	Number: 239-1104	Extension:

V7	Contact Person for Questions / Contract Negotiations, including address if different than above		
	Name: Scott Allen		
	Title: Account Manager		
	Address: same		
Email Address: scott.allen@aus.com			

V8	Telephone Number for Contact Person		
	Area Code: 702	Number: 445-2508	Extension:

V9	Facsimile Number for Contact Person		
	Area Code: 702	Number: 736-2937	Extension:

V10	Name of Individual Authorized to Bind the Organization	
	Name: Steve Claton	Title: Regional President

V11	Signature (<i>Individual shall be legally authorized to bind the vendor per NRS 333.337</i>)	
	Signature: 	Date: July 5, 2017

Section IV - State Documents

The State documents section shall include the following:

A. The signature page from all amendments signed by an individual authorized to bind the organization.

State of Nevada Brian Sandoval
Department Administration Governor
Purchasing Division
515 E. Musser Street, Suite 300 Jeffrey Haag
Carson City, NV 89701 Administrator



SUBJECT: Amendment 1 to Request for Proposal 3455
RFP TITLE: Uniformed Security Guards
DATE OF AMENDMENT: June 19, 2017
DATE OF RFP RELEASE: June 7, 2017
OPENING DATE: July 5, 2017
OPENING TIME: 2:00 PM
CONTACT: Annette Morfin, Procurement Staff Member

The following shall be a part of RFP 3455. If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

1. Could you please forward a copy of the current and publicly published vendor's contract for review?

Documents are available on the Purchasing website. Click on link provided below.

<http://purchasing.nv.gov/Contracts/Documents/SecurityandPatrolServices/>

2. How many service locations are utilizing the services described in the RFP?

Currently there are 22 locations in the north in the Carson City/Reno/Sparks/Stead area. There are 47 locations in the south in the Las Vegas area.

3. What are the service location addresses?

That information is not available.

4. Would you please break out the service locations by fixed post and patrol stop?

For the 1st quarter of 2017, there were 580 stops between three (3) locations in the south and 270 stops between two (2) locations in the north. The exact quantities for fixed post and patrol stops are unavailable.

5. How many vendors prime and sub are currently working under this contract?

There is only one (1) contracted vendor.

6. What is the intended purpose of Attachment M?

The purpose of Attachment M was to give proposing vendors an idea of what State positions are getting paid.

7. Attachment M does not appear to have a listing for Armed Officers is that in another location?

Refer to answer to Question 6. These positions did not specify if they were armed or un-armed positions.

8. Regarding 2.8.2.1. (section I) - For better clarification, is the work card issued to the armed/unarmed security officer meant to read that the Private Investigator's Licensing Board work card (is required) or is a county sheriff card required in addition to the P.I.L.B. card?

It is the county sheriff work card that is required. However, you would still need to abide by Section 2.8.6.2 of the RFP.

9. Is there a preferred ratio of supervisors to officers that should be factored in the bid?

That would be determined by the contracted vendor.

10. Who is the incumbent supplier?

Refer to answer to Question 1.

11. How long has the incumbent had the contract with the state?

Refer to answer to Question 1.

12. Is the State interested in retaining incumbent employees?

That would be up to the using agency and the incumbent employee.

13. Do the incumbent personnel meet the statement of work qualification standards?

The State does not know this information. They are not a State employee.

14. How many vehicles are needed for the contract?

This information is not available.

15. How many miles are estimated annually for each vehicle?

This information is not available.

16. Are there any requirements for the vehicles (special markings, emergency equipment, light bars, etc.)?

There are no specific requirements.

17. Are you being direct billed for any vehicles or equipment?

Refer to Section 2.4.3.3, 2.7.2 and 10.9.3.5 of the RFP.

18. What medical benefits are being provided to current security officers and how much are they paying for those benefits?

This information is not available, as these security officers are not a State employee.

19. Will the contractor be able to direct bill anything separately (i.e. benefits, vacation, additional training, etc)?

No, as these guards are not a State employee.

20. What is your annual turnover rate for security personnel?

This information is not available.

21. Will the State of Nevada be hosting a pre-bid meeting for vendors?

No.

22. 2.8.3: Prior Experience of Security Guards pages 12-18

Paragraph 2.8.3.1 states that the training required of officers be 200 hours (armed) and 120 hours (unarmed). Paragraph 2.8.7.5 states that the training requirement is 11 hours (armed) and 4 hours (unarmed). Could you please clarify whether the State of Nevada requires all Security

Guards to have training equal to or greater than 200 for Armed, 120 hours for unarmed OR, the 11 hours Armed and 4 hours unarmed prior to being deployed to work within the contract?

You need to look at the sub-sections of those sections to see what training is required. Each section requires different training.

23. 10.3: Administrative Fee: Paragraph 10.3.1 states that a 1% Quarterly Administrative Fee be paid to the State of Nevada.
Could the State please clarify what is this 1% Administrative Fee is for?

On June 4, 2017, the Governor of the State of Nevada signed Assembly Bill 480 into law which allows the Purchasing Division to assess a fee that will provide funding for the implementation and maintenance of an electronic procurement system.

When the vendor submits the quarterly report, is the vendor required to submit a 1% administrative fee for all services provided under the contract for that quarter?

Yes, In Section 10.3.3, payment is due to the State 45 days after the end of the quarter.

Could the state please clarify what services this fee is to be based off of?

As it states in Section 10.3.1, "The Administrative Fee will be one percent (1%) and will apply to all payments (net of returns, credits, or adjustments) received by the contractor for all products and services provided under the contract during the quarter."

24. Page 53, Attachment M – Listing of Position Classifications & Pay Rate: Could the State of Nevada please clarify whether the Security Officer Pay Grade 27, with a pay rate of \$16.13, is the required minimum wage for all bidders to pay all Unarmed and Armed Security Officers under this contract?

Refer to answers to Question 6 and 7. The State is not telling vendors what they need to pay for the required services. This is strictly a guideline.

25. Are the purchasing State Agencies exempt from payment of State sales and use taxes?

Yes.

26. We note that electronic control devices are included in the list of weapons that may be required to be carried by armed security guards. See RFP Section 2.3.1.3.C on page 6. Do any State Agencies require security guards to carry electronic control devices?

That would be the decision of the using agency.

27. We assume that compliance by the Vendor with the criminal background standards in RFP Section 2.8.2.1.B on page 10 is intended be in accordance with applicable law, including

EEOC Enforcement Guidance 915.002 (4/25/12). Please provide the statutory basis for the standards in the cited section, since those do not appear to comport with our understanding of the law.

The contractor is responsible for compliance with all applicable federal and state laws and regulations including administrative rules approved by the State of Nevada Private Investigator's Licensing Board. For further reference see NRS 648.1493, NAC 648.338 and refer to the Private Investigator's Licensing Board website which can be found at <https://nevadapilb.glsuite.us>. Within the RFP, section 2.8.2.1.B provides that the contractor must make notice to the agency if it becomes known that a security guard meets any one of these criteria and provides for immediate removal upon the agencies request if they become aware of a contracted security officer having a criminal background which is incompatible with the agency, including criminal investigations, indictments, and/or pending criminal charges.

28. We assume that compliance by the Vendor with the fitness standards in RFP Section 2.8.2.1.G on page 11 is intended to be in accordance with applicable law, including the Americans With Disabilities Act. Will the State revise the first four lines of the cited section as follows?

- "Security guards must be able to perform all essential physical duties of the job with or without reasonable accommodation. This will not require a physical examination. To the extent job-related and consistent with business necessity, security guards' duties may require moderate to arduous physical exertion, including (but not limited to) such activities as:"

This is a reasonable change of wording consistent with the current law and requires that the contractor provide a work force capable of the essential duties of a security officer. This is an acceptable change.

29. Question 1: Section 8.2.2.5 - Section V - Scope of Work
Is this section of the technical proposal supposed to be a direct response to every single item listed in the RFP's Scope of Work, line by line? I ask because not every item is framed as a question; some are statements such as (for example), "2.8.4 Permanent Status: For stability and continuity of assignment, the State expects only the most experienced security guards to be stationed at State facilities." For items like 2.8.4, would a brief statement indicating compliance be a sufficient response?

Yes.

30. Who is the Current incumbent?

Universal Protection Service, LLC dba Allied Universal Security Services.

31. When was the Current Incumbent awarded the contract?

June 1, 2013.

32. What is the estimated usage (number of annual hours) of prior contract?

For the 1st quarter of 2017 there were a total of 35,164.25 hours for the south and a total of 13,545.5 hours for the north.

33. What is the estimated total number of annual hours for the contract?

Refer to answer to Question 32. The figures were strictly for the 1st quarter of 2017.

34. What is the current bill rate?

Refer to link in Question 1.

35. What is the current pay rate paid to the guards?

Refer to link in Question 1.

36. What was the contract amount spent last year?

For Calendar Year 2016 the total spend was \$4,230,274.09

37. Are there any additional services that may be needed that are not posted in the RFP?

Not that we are aware of.

38. What were the total billed hours for Armed Services Northern Nevada 2016

For Calendar Year 2016 the total billed hours for all services for the north was 45,842.25. There is not a breakdown for Armed Services.

39. What were the total billed hours for Unarmed Services Northern Nevada 2016

For Calendar Year 2016 the total billed hours for all services for the north was 45,842.25. There is not a breakdown for Unarmed Services.

40. What were the total billed hours for Armed Services Southern Nevada 2016

For Calendar Year 2016 the total billed hours for all services for the south was 129,670.75. There is not a breakdown for Armed Services.

41. What were the total billed hours for Unarmed Services Southern Nevada 2016

For Calendar Year 2016 the total billed hours for all services for the south was 129,670.75. There is not a breakdown for Unarmed Services.

42. Attachment M pg. 53 ...Are the security positions classified under "Security Officer" pay grade 27 for both armed and unarmed. Please clarify Attachment M

That is unknown.

43. Can you provide the hours for the Vehicle Patrol Stops referred to in this RFP, are these after business hours, holidays and weekends?

Refer to answer to Question 4.

44. Can you provide the locations of the Vehicle Patrol Stops for both Northern and Southern Nevada?

That information is not available.

45. How many times in 2016 were services needed in Rural Nevada? If so what services were needed?

That information is not available.

ALL ELSE REMAINS THE SAME FOR RFP 3455.

Vendor must sign and return this amendment with proposal submitted.

Services



Regional President

Date: July 5, 2017

Universal Protection Service, LLC d/b/a Allied Universal Security

Vendor Name:

Authorized Signature:

Title:

This document must be submitted in the "State Documents" section of vendors' technical proposal.

B. Attachment A – Confidentiality and Certification of Indemnification signed by an individual authorized to bind the organization.

ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "confidential" **shall not** be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the proposal may be labeled a "trade secret" as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors' technical and cost proposals become public information.

In accordance with the submittal instructions of this RFP, vendors are requested to submit confidential information in separate files marked "**Part IB Confidential Technical**" and "**Part III Confidential Financial**".

The State shall not be responsible for any information contained within the proposal. If vendors do not comply with the labeling and packing requirements, proposals shall be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that shall be in an open meeting format, the proposals shall remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act shall constitute a complete waiver and all submitted information shall become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information.

Please initial the appropriate response in the boxes below and provide the justification for confidential status.

Part IB – Confidential Technical Information			
YES		NO	X
Justification for Confidential Status			

Part III – Confidential Financial Information			
YES	X	NO	
Justification for Confidential Status			
<i>3.1.10 Financial information and documentation to be included in accordance with Section 8.5, Part III – Confidential Financial Information.</i>			

Universal Protection Service, LLC d/b/a Allied Universal Security Services

Company Name

Signature

Steve Claton

July 5, 2017

Print Name

Date

State of Nevada

14

C. Attachment B – Vendor Certifications signed by an individual authorized to bind the organization.

ATTACHMENT B – VENDOR CERTIFICATIONS

Vendor agrees and shall comply with the following:

- (1) Any and all prices that may be charged under the terms of the contract do not and shall not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.
- (2) All proposed capabilities can be demonstrated by the vendor.
- (3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.
- (4) All proposal terms, including prices, shall remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, shall remain in effect throughout the contract negotiation process.
- (5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals shall be made in good faith and without collusion.
- (6) All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion shall be in writing and included in the proposal at the time of submission.
- (7) Each vendor shall disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict shall be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest shall automatically result in the disqualification of a vendor's proposal. An award shall not be made where a conflict of interest exists. The State shall determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- (8) All employees assigned to the project are authorized to work in this country.
- (9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.
- (10) The company has a written policy regarding compliance for maintaining a drug-free workplace.
- (11) Vendor understands and acknowledges that the representations within their proposal are material and important, and shall be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- (12) Vendor shall certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.
- (13) The proposal shall be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

Universal Protection Service, LLC d/b/a Allied Universal Security Services



Vendor Company Name

Vendor Signature

Steve Clayton

July 5, 2017

Print Name

Date

PROPOSED EXCEPTIONS

Universal Protection Service, LLC d/b/a Allied Universal Security Services ("Allied Universal" or the "Contractor") appreciates the opportunity to explore provision of services to the State of Nevada (the "State"). We are proposing below a limited number of exceptions to the template Contract for Services of Independent Contractor ("Proposed Contract") which are being submitted with our Proposal in accordance with RFP Attachment B Section 6 on page 42. For the most part, the changes we propose are consistent with the terms of the current contract between the parties dated April 9, 2013 as amended by Amendments #1 and #2 (the "Current Contract") which has served us both well. A copy of the Current Contract is attached for ease of reference in Section VIII – Other Informational Material. We are confident that the rapport we have built over the last four years will facilitate mutually agreeable solutions for the continuation of a productive business relationship.

A copy of the current contract is attached for ease of reference in Section VIII – Other Informational Material on page 58.

Proposed Contract Section 10.A. We respectfully request that the State revise the cited section to give the Contractor the reciprocal right to unilaterally terminate the contract for convenience. Section 10.A of the Current Contract contains that provision. We are prepared to give a reasonable notice period to allow the State time to retain an alternate vendor.

Proposed Contract Section 12. Section 12 of the Current Contract states limits on liability that reflect the parties' negotiated agreement on an equitable allocation of risk, and we would like to retain it. We respectfully request that the cited section be replaced by Section 12 of the Current Contract.

Proposed Contract Section 14. Allied Universal stands behind our security services and regularly accepts the obligation to indemnify and defend clients for the comparative portion of any losses or damages that are directly caused by the negligent acts or omissions of our

personnel in the performance of security services under client agreements. We respectfully request that the State clarify the cited section as follows to state that standard, which is also reflected in Section 14 of the Current Contract: □ On line 1, delete the phrase "To the fullest extent permitted by law".

- On line 3, replace the phrase "arising out of" with the phrase "to the extent caused by".*
- On line 6, replace the phrase "for claims arising solely" with the phrase "to the extent claims arise".*

We respectfully request that the following insurance provisions be revised in a manner consistent with the Current Contract. The rationale for the requested revisions along with citations to the Current Contract which include those same revisions are also stated below.

- Proposed Contract Section 16.B.1; Proposed Contract "Insurance Requirements" Attachment BB Section A.1.e; Proposed Contract "Insurance Requirements" Attachment BB Section A.2.a. Allied Universal regularly adds clients to our insurance as additional insureds, so long as our obligations are aligned with our indemnification obligations and the specific insurance coverage we have agreed to provide. Please insert the phrase "to the extent of the insurance limits agreed to in this Contract" at the end of each of the cited sections. See also Current Contract Section 16.B.1; Current Contract Attachment BB Section A.1.e; Current Contract Attachment BB Section A.2.a.*
- Proposed Contract Section 16.B.4. Because of the financial size of Allied Universal it is not feasible or economical to purchase insurance with deductibles and self-insured retentions of \$50,000. The Allied Universal insurance program currently provides for deductibles or retentions of \$250,000 on the automobile policy, \$1,000,000 on the workers compensation policy and \$1,750,000 on the general liability policy. Those amounts have been determined as optimal for a company of our size and financial strength after careful review with our insurance advisors. Moreover, Allied Universal has demonstrated to its insurers the financial ability to fund those retentions over an extended period of time. Accordingly, please insert the following at the end of the cited section: "Approval of such will not be unreasonably withheld upon Contractor demonstration of financial capacity to carry said deductibles". See also Current Contract Section 16.B.4.*
- Proposed Contract Section 16.C.2. Allied Universal's blanket additional insured endorsement covers any party we are required to include as an additional insured by written contract, and coverage shall be as set forth in such contract. Accordingly, please delete the parenthetical "(CG 20 10 11 85 or CG 20 26 11 85)" from line 1 of the cited section. See also Current Contract Section 16.C.2.*
- Proposed Contract "Insurance Requirements" Attachment BB Section B. We respectfully request deletion of Subsection 1 from the cited section. That provision is not included in Current Contract Attachment BB Section B. We submit that its places an undue burden on large companies. Allied Universal is a national security service provider with over \$5 billion in revenues and thousands of clients. We*

maintain insurance limits that are commensurate with our size and scope of operations. The cited section effectively precludes us from accessing any portion of our insurance to satisfy other claims from time to time. However, we appreciate the State's desire for additional coverage, and therefore we propose a compromise whereby the State will forego access to our entire tower of insurance in exchange for the following higher specified insurance limits: all Commercial General Liability limits listed in Section A.1 shall be increased to \$10,000,000; and the Automobile Liability limit listed in Section A.2 shall be increased to \$2,000,000.

- *Proposed Contract "Insurance Requirements" Attachment BB Section G. We respectfully request deletion of the cited section, which is not included in Attachment BB of the Current Contract. If the State should ever have concerns about the adequacy of our coverage, we will work together in good faith to address them.*

Allied Universal would welcome the opportunity to commence a productive dialogue between us with the goal of reaching mutually satisfactory resolutions of the above issues. We look forward to the next stage in the process and to continuing to serve the State as its security services provider of choice.

ATTACHMENT H – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence 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 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 Federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence 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 of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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 section 1352, U.S. Code. 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



July 5, 2017

\$100,000 for each such failure.

By:

Signature of Official Authorized to Sign Application

Date

For: *Universal Protection Service, LLC d/b/a Allied Universal Security Services*

Vendor Name

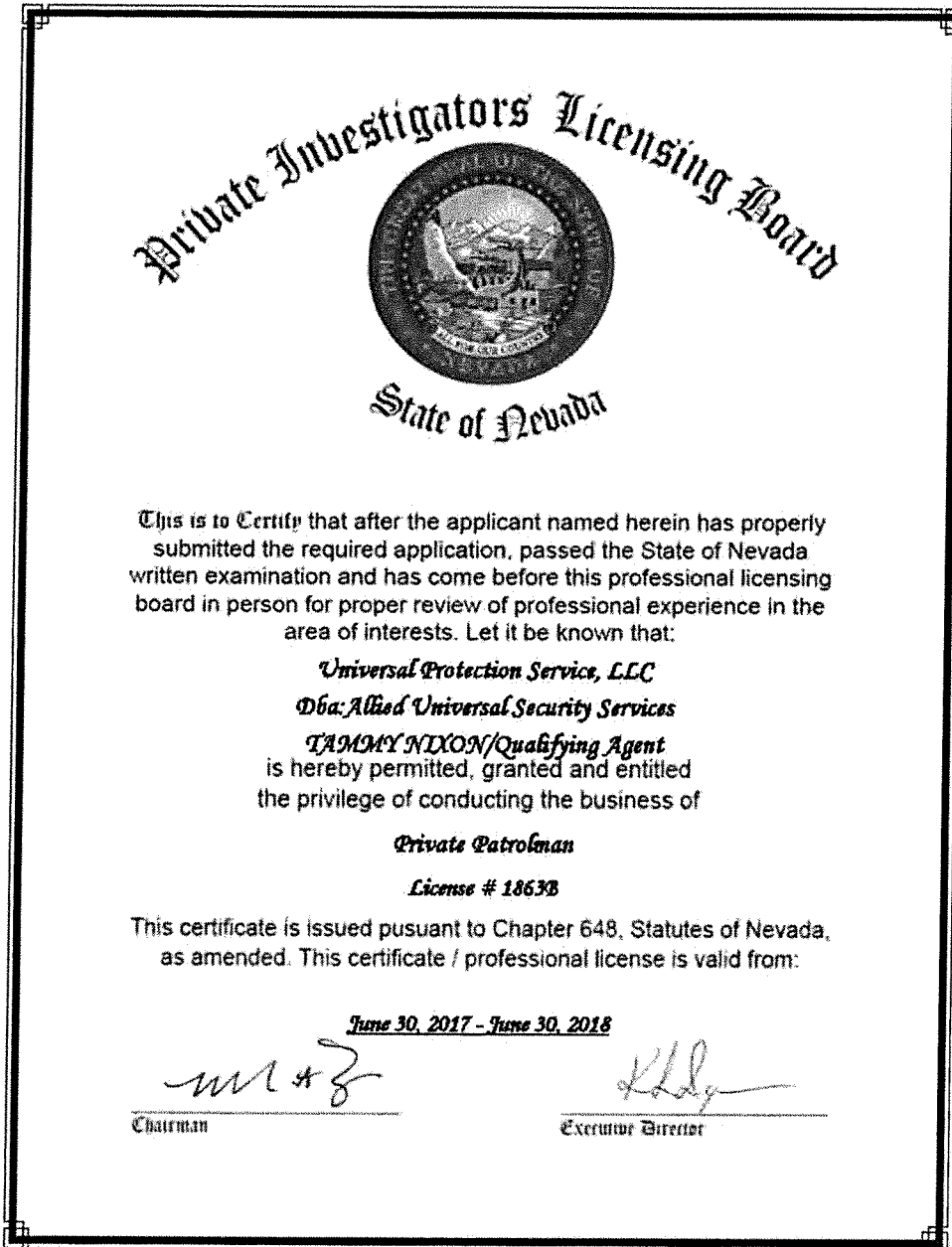
Uniformed Security Guards

Project Title

D. Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.

Not applicable.

E. Copies of applicable certifications and/or licenses.



Section V - Scope of Work

2. SCOPE OF WORK

2.1. GENERAL

- 2.1.1 Security guards shall establish order and safeguard employees, property and clients while on agency premises;
- 2.1.2 Security guards shall be familiar with non-violent resolutions to conflict; and
- 2.1.3 Security guards shall assist in emergency situations, identify conflicts, intervene courteously, defuse potential employee/client problems and perform other security-related functions as required by the using agency.

Allied Universal has the experience, the personnel and the qualifications needed to protect the State of Nevada's assets and personnel and have demonstrated our capabilities and qualifications having served as the State's security partner for the last four (4) years. We provide access/egress duties, visual inspection, post checks, physical checks, emergency response planning, quality assurance, and security force work planning through a blend of quality people, industry-leading training, and dedication to customer service—all of which are supported and facilitated by state-of-the-art technology and delivered nationally and locally.

In addition to the aforementioned general duties, over the past 4 years as your security provider, our security professionals and management team have built not only the professional trust, rapport and respect from the State of Nevada Clients, but also with the public as well. Customers feel safe and comfortable coming into a DMV, Welfare, Adult Mental Health, DETR and many more State agencies knowing that they will receive nothing but the highest amount of respect and customer service.

High profile events where the Security Professionals went above and beyond safeguarding the life of State employees and their clients.

In October 2014, a lone gunman opened fire and wounded a State employee at the State of Nevada Hearings & Appeals office. Upon hearing the shot, while using his extensive previous Law Enforcement and Company training, Officer William Copeland moved into position to actively and safely engage the gunman. Officer Copeland drew his duty firearm, moved into an area with cover and concealment and began giving verbal commands to the gunman to surrender his weapon and self. Due to Officer Copeland's training, experience and quick actions, he was able to safeguard the area and gunman until Las Vegas Metropolitan Police arrived on scene and took the gunman into custody. Many lives were saved this day due to Officer Copeland's quick and controlled actions. Officer Copeland was awarded multiple Life Saving awards from various State agencies, along with the Allied Universal (previously AlliedBarton) Outstanding Performance, Act of Valor and Officer of the Year 2014 awards.

In April 2015, a mentally disturbed female armed with a butcher knife was running up and down a hallway at the Sahara DMV, threatening State employees and their clients both verbally and swiping the knife at them. Upon hearing radio traffic of this individual, Officer

Scott Allen responded to the area. Upon seeing the female, Officer Allen drew his duty weapon, and gave verbal commands to the female to drop the knife. Initially, the female wasn't responsive to the commands and began to verbalize that she wanted Officer Allen to "just shoot me, please kill me or I'm going to kill you!" Officer Allen remained calm and in position to safeguard the State employees and Clients. Upon giving more verbal commands to the female, she dropped the knife and Officer Allen was able to instruct her to the ground and physically detain her until the Las Vegas Metropolitan Police Department arrived on scene and took control. Many employees and client's safety were protected this day due to Officer Allen's extensive training, experience and quick actions to control the situation. Officer Allen was awarded the April 2015 Allied Universal (previously AlliedBarton) Officer of the Month for Outstanding Performance.

These are just two examples where the security professionals have gone above and beyond the call of duty and performed under extreme pressure. Many Allied Universal security professionals deal with stressful situations on daily occurrences at the DMV, Welfare and Adult Mental Health facilities. It's not only the pre-employment screening and experience requirements, it's a combination of their training and experience that enables the security professionals to work at such a high level, it's the Allied Universal culture and customer intimacy that separates us from our competitors, and it's this culture that is embodied in each and every State of Nevada Allied Universal security professional that makes them special.

2.2 LOCATIONS AND HOURS

2.2.1 The services are required Statewide including Northern, Southern and Rural Nevada;

2.2.2 Proposing vendors should indicate what services are available in the different areas;

2.2.3 The respective agency and the successful vendor(s) will agree upon the location, days and hours of duty for the security guards; and

2.2.4 The awarded vendor may only bill for Holiday pay if the awarded vendor observes the holiday. If the awarded vendor does not observe a State Observed Holiday, and awarded contractor services are utilized on that State Observed Holiday, the rate of pay will be the Regular Shift Bill Rate per Hour.

2.2.4.1 Proposing vendors shall list their company's observed holidays in their RFP proposal.

As the incumbent, Allied Universal has demonstrated its abilities to service the State of Nevada's Northern, Southern and Rural areas. We have and will continue to provide the State with armed and unarmed services statewide. Allied Universal employs 1,600 security professionals in the State of Nevada. When the State of Nevada requires a need for special, or emergency coverage in Northern, Southern or Rural Nevada, Allied Universal has an abundant amount of resources to ensure that these requests are met. Examples of when we were called upon for special or emergency service are given in section 2.4.2.

Allied Universal will observe the following holidays:

- *New Year's Day*
- *President's Day*
- *Memorial Day*
- *Independence Day*
- *Labor Day*
- *Thanksgiving*
- *Christmas Day*

2.3 SCHEDULE AND DUTIES

2.3.1 General

Under normal circumstances, the agency liaison will provide the successful vendor(s) with a minimum of 48 hour-notice if any significant changes in service and/or scheduling are required.

Allied Universal has the local and national resources to respond with appropriate staff and resource to provide the needs of the State agencies even in times of short notice. We currently deploy officers across the Las Vegas and the Reno markets. Our recruiters understand the local labor pools, and we will provide the State of Nevada with the best screened and qualified officers for each and every post.

2.3.1.1 Safety


- A. Perform all necessary services to assure the safety and protection of building occupants.
- B. Immediately report potentially hazardous conditions and items in need of repair to the agency liaison.
- C. The agency liaison will advise the awarded vendor(s) if communication devices (such as walkie talkies) are required when multiple guards are on duty. Awarded vendors will be responsible for supplying the communication devices (such as walkie talkies) unless the agency decides to supply the devices.

Allied Universal acknowledges these requirements and agrees.

Selecting a security company that is already focused on safety as part of its every day operations will help achieve your safety goals and avoid preventable accidents. Allied Universal has a company-wide safety program. This program instills a personal commitment to safety in every one of our employees and has resulted in fewer

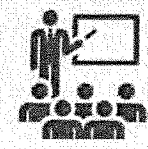
accidents, less time lost from work due to injury, and fewer service interruptions for our clients. Our safety program is driven by Allied Universal's safety training and reinforced by our Safety Manual. A committee, which includes representation by senior management, safety and risk executives, operational teams and corporate representatives works to promote consistent, safe work practices at each site we service.

Allied Universal's Safety Program




Safety Resources
Corporate Safety Manual
Safety Tool Kit
Safety Calendar
Monthly Tips and Articles
Safety Webinars

Safety Training
Workplace Violence Awareness & Prevention
Driver Safety
Bloodborne Pathogens
Personal Protection Equipment
Hazard Communication
Slips/Falls Prevention
+ More



Workplace Violence Prevention
Workplace Violence website
www.aus.com/workplaceviolence

Workplace Violence Webinars & Seminars
Workplace Violence & Active Shooter Awareness Tips
Workplace Violence Quick Reference Guide




Safety Security Professional Specialist Training
Injury & Illness Prevention
First Aid, Incident Reporting & Investigation
Job Safety Analysis
Workplace Violence
Emergency Action/Fire Prevention

Fire Safety Security Specialist Training
Detecting & Preventing Fires
Fire Extinguishers
Avoiding Injuries
Hazardous Materials


Local Safety Management

Our local managers play an active role in managing safety programs. They support our security professionals, ensure safety tools, resources and training are available at every site, conduct random inspections, and work with clients to ensure safety priorities are achieved.




Shoes for Crews
Slip resistant shoes available to employees at a highly discounted rate.

15% reduction in slips & falls



Yaktrax
Ice traction devices attach to shoes; greater stability for walking in winter weather conditions.



Vehicle & Driver Safety
Drivers and company vehicles carefully screened. Vehicles with back-up alarms to prevent accidents.

2.3.1.2 Emergency Assistance

- A. In the event of an emergency situation, notify the appropriate police jurisdiction immediately and then the agency liaison.
- B. Take prescribed action until assistance arrives.

Allied Universal acknowledges these requirements and agrees. On almost a weekly basis, Allied Universal security professionals are involved in situations that require police interaction. At no time during the past 4 years of the contract has as a security professional been faced with a situation where he or she could not control the scene until law enforcement arrived to take over. Each State of Nevada agency and its assigned security professional(s) have a close working relationship with the State of Nevada Capitol Police division. In the event that the State agency or its security professional were not able to get in contact with the Capitol Police, or the scene was too active for the security professional to call for assistance, the state agencies advises the Account Manager and s/he becomes the liaison with the Capitol Police to assist until assistance arrives on scene.

2.3.1.3 Weapons

- A. An armed officer is defined as a uniformed security guard who is authorized, trained, show regular proficiency, and will carry a firearm in the course of duty. This is distinguished from an unarmed security guard who will not carry a firearm; however, may carry authorized weapons.
- B. The agency liaison will advise the contractor(s) if they require armed or unarmed services.
- C. Types of weapons issued to security guards are an agency decision contingent on more restrictive contractor policy and law. To carry any weapons the armed security guard would have to be certified with that particular type of weapon. All weapons must be within acceptable industry standards and the security officer must be authorized, trained, and show regular proficiency. Some examples of weapons may include baton, electronic control device, and oleoresin capsicum.
- D. A security guard may carry a locking blade knife for utility purposes only, in a manner approved by the agency. Generally, a locking blade knife will not be considered a weapon.
- E. Proposing vendors shall specify if they are providing armed, unarmed, or both armed/unarmed guards in their proposals and show appropriate pricing.
- F. If providing armed guards defined under NAC 648.345 – 648.355; vendors shall provide a list of firearms which the guards are authorized to carry and show proof that guards are certified to carry those weapons.

Allied Universal acknowledges these requirements and agrees. Allied Universal has the depth of resources to provide the State with both armed and unarmed security officers. All armed officers will be certified with the appropriate weapon to be carried. Unless in conflict with state, county, or municipal regulations, the standard Company-issued firearms and ammunition are a:

- *Glock Model 22 or 23, .40 caliber semi-automatic pistol with standard 10, 13, and/or 15 round capacity magazines; 165 grain .40 caliber jacketed hollow point round, such as Speer Gold Dot, Federal, Winchester, or a similar manufacturer's round; or a,*
- *Glock Model 17 or 19, 9mm semi-automatic pistol with standard 10, 15, and/or 17 capacity magazines; 147 grain jacketed hollow point round, such as a Speer Gold Dot, Federal Hydra-Shock, Winchester, or similar manufacturer's round.*

All officers assigned to the State contract will have:

- *Ability to employ firearms and less lethal weapons and tactics to protect yourself and others.*
- *Demonstrated ability to safely and responsibly carry, store, and maintain firearms, less lethal weapons, and other assigned equipment.*
- *Demonstrated ability to gain and maintain appropriate state and local firearms permits and licenses.*
- *Demonstrated ability to participate in and pass firearms and less lethal weapon training and qualification courses without restrictions.*

2.3.1.4 Arrest and Detention

Security guards may make citizen arrests or detain individuals who jeopardize the safety of employees, clients and/or property.

Allied Universal security professionals may only make citizen's arrests in true life-or-death situations and only if all 3 of these conditions are satisfied: 1. The security professional has witnessed a felony taking place;

2. The police would not be able to respond in time to prevent injury or death to the victim, or the escape of the suspect;

3. The site's Operational Procedures Manual (OPM) must give permission that you may make citizen's arrests at that site.

USE OF FORCE

Allied Universal discourages the use of any physical force except in cases of extreme necessity. Reasonable physical force can only be used in self-defense, in defense of

another person, or to make a lawful citizen's arrest. If it becomes necessary to use physical force, the security professional must justify its use.

- *Attempts to resolve the incident without the use of force must have been tried and found to be ineffective;*
- *The level of force must be the minimum amount needed to stop the attack or make the arrest;*
- *Any force must cease when the subject is subdued and order is restored.*

2.3.1.5 Reporting

Security guards will prepare daily logs and/or irregularity reports as required by the using agency.

Allied Universal acknowledges this requirement and agrees. Allied Universal security professionals utilize a daily activity report to log activities throughout their shifts. An entry could be as simple as a round that was made, or a reference note to other officers about an incident that occurred during their shift. When a security professional needs to write an incident report, that officer has access to these reports as each site.

2.4 COST

2.4.1 The State Cost Proposal, **Refer to Attachment G – Cost Schedule**, must outline the definitions and hourly wage for the following items:

2.4.1.1 Regular shift: Regular shifts are pre-scheduled hours as requested by the agency. Regular shifts will not be paid as overtime regardless of the number of hours during a day, week, or pay period. Regular shifts are scheduled at least fourteen (14) days in advance;

Allied Universal acknowledges this requirement and agrees.

2.4.1.2 Overtime: Overtime is a non-scheduled shift, call back, or an extension of a regular shift in which the agency requires the security guard to stay on duty;

Allied Universal acknowledges this requirement and agrees.

2.4.1.3 Holiday shift: Applies to the actual holiday if this holiday is observed by the awarded vendor(s);

Allied Universal acknowledges this requirement and agrees.

- 2.4.1.4 Special events shift: These shifts are occasional or one-time events requiring additional resources or locations not otherwise associated or scheduled as a regular shift;

Allied Universal acknowledges this requirement and agrees.

2.4.1.5 Emergency shift: The normal timeframe to establish any significant change in service and/or scheduling is 48 hours. Should an agency require security staffing within this 48 hour time-frame, this shall be deemed an "Emergency Shift." Any scheduled shifts within this 48 hour time-frame from the agency request to the start of the shift may be billed as an "Emergency Shift." *Allied Universal acknowledges this requirement and agrees.*

- 2.4.1.6 Vehicle patrol; and

Allied Universal acknowledges this requirement and agrees.

- 2.4.1.7 Random awarded vendor(s) supplied marked-vehicle stops/patrols.

Allied Universal acknowledges this requirement and agrees.

- 2.4.2 Awarded vendor(s) shall maintain a minimum of four (4) relief guards who are trained and available to work at any agency in the event of special services required, sickness, injury or vacation of a regularly posted guard.

Allied Universal acknowledges this requirement and agrees.

Our Partnership at Work

October of 2015: Southern Nevada Adult Mental Health received an external threat against a State employee and requested Special Armed security services for the office located in Mesquite, NV. Allied Universal was able to immediately provide them with an Armed security professional for the week duration of the request.

Multiple months in 2015: Public Utilities Commission requested emergency and intermittent Armed security services due to local and state wide uproar of the "SolarBait-and-Switch." On multiple occasions, Allied Universal was called upon to provide next day, or immediate emergency response to situations.

December 2016: Division of Child and Family Services received an internal threat against a State employee and requested Special Armed security services for the office located in Ely, NV. Due to the patient not being released from the hospital in Utah, our security professional had to turn around and drive back to Las Vegas after only 4 hours on post. The next week, another security professional was sent to Ely to cover this same post for a full week.

May 2017: Department of Taxation requested immediate Armed security service at two locations in Las Vegas and Henderson, 40 hours each, for two and a half weeks

for the applications for retail marijuana. Both office locations were fully staffed on time.

2.4.3 Awarded vendor(s) and the agency will reconcile hours worked. In the event of any dispute regarding hours worked and subsequent charges, the figures of the agency shall prevail.

2.4.3.1 Special consideration will be given to cost proposals that do not exceed the Federal Government, General Services Agreement (GSA) levels. Refer to the GSA Advantage website at www.gsaelibrary.gsa.gov. The actual wages paid to the security guards must not exceed the GSA levels.

2.4.3.2 Cost shall not include travel to the primary location of service.

2.4.3.3 Services involving vehicle patrol shall not include a monthly vehicle rental cost. Vehicle patrols would be on a regular basis.

Allied Universal acknowledges these requirements and agrees.

We have provided detailed pricing for our proposed services to the State in our Cost Proposal. Our services involving vehicle patrol does not include a monthly vehicle rental cost.

2.5 BILLING

2.5.1 Contractor(s) will submit monthly invoices for completed work directly to each using agency.

2.5.2 Invoices at a minimum shall include the following:

- 2.5.2.1 Name of each individual;
- 2.5.2.2 Number of hours worked during the period;
- 2.5.2.3 Applicable payment rate;
- 2.5.2.4 Total compensation requested for the individual;
- 2.5.2.5 Explanation of overtime or holiday hours charged; and
- 2.5.2.6 Total amount due the contractor(s) for the period invoiced.

2.5.3 There will be a four (4) hour minimum billing charge. If a temporary security guard is asked to cover an assignment for 8 hours and is actually only needed for one (1) hour, the using agency will be billed a minimum of four (4) hours for that temporary security guard.

Allied Universal will provide monthly invoicing for services provided directly to each using agency as specified above.

We also want the State to know that technology can help you to streamline operations, create efficiencies and easily access the information you need. eHub, Allied Universal's secure client website, creates seamless collaboration and information sharing to help increase productivity for you and enhance compliance. This convenient system is available to Allied Universal clients at no charge and offers many benefits. It is the total security solution for:

Instant Account Access: All of the information you need is at your fingertips! There is no waiting for information with eHub. Reviewing your account information is simple and can be done through a mobile application on your smartphone or on a computer. The process is as easy as online shopping or online banking information. Hundreds of Allied Universal clients at thousands of service locations utilize eHub.

Invoicing Made Easy: With eHub, you always know your payment status and can view past invoices for the last 18 months.

- Review invoices whenever you need them*
- Print, save or export invoices in whatever format you prefer*
- View billing and payment information by time and location*
- Quick access to past data for security program planning and budgeting*
- A sustainable solution - save paper and reduce waste*

Ordering Made Easy: Using the online ordering feature, you can request temporary or additional security coverage at any time of day.

- Receive order confirmations and see order status*
- Your Allied Universal manager is automatically notified*

Personnel Scheduling Made Easy: eHub allows you to view regular posts, extra and scheduled coverage, and export and print schedules.

- Gain real-time knowledge of which security professionals are on-site or who is scheduled for your facility*
- See you coverage levels at any time*
- Review turnover and compliance information as well as employee rosters*

Quality Assurance: Using the Quality Assurance module, you can monitor security inspections and other quality assurance items.

- Sort and search for specific security inspections in real time*
- View photos, notes and quality scores within each inspection*

Compliance: Training records can be tracked in real-time through eHub to ensure that security professionals are trained appropriately for your location and in compliance with your needs.

eHub is also a great communication tool for our employees. When they have the information they need, they can be 100% focused on your security. Security professionals and managers can log into the secure, online site to:

- *Review schedules*
- *Update personal contact information*
- *Read job/site specific information*
- *Access pay stubs*
- *View pay stubs and schedules on smartphones with the eHub app*

The availability of on-demand access to business information and reporting such as scheduling information, confirmation of changes or requests, training records, inspections, invoices and payment history that match your preferences means that you can spend more time focusing on your core business.

2.6 REPORTING

2.6.1 Proposals must indicate an agreement on the part of the vendor to develop, monitor and compile data on a quarterly basis of the number of hours and dollar amount used by each agency on a monthly basis. Reports are to be submitted to Nevada State Purchasing, Attention: Annette Morfin, Purchasing Officer amorfin@admin.nv.gov or via fax (775) 6840188.

Allied Universal acknowledges this requirement and agrees. Since 2013, Allied Universal has provided accurate and timely reports to the State of Nevada and will continue to do so if reawarded the contract.

2.6.2 Reports are due on the following dates of each contracted year:

QUARTER	REPORT DUE
July 1 through September 30	October 20
October 1 through December 31	January 20
January 1 through March 31	April 20
April 1 through June 30	July 20

Allied Universal acknowledges this requirement and agrees.

2.6.3 Failure to provide these quarterly reports in a timely manner may result in contract cancellation. **Refer to Attachment J – Quarterly Reports for Security Guards Allied Universal acknowledges this requirement and agrees.**

2.7 VOLUME

2.7.1 The total guard hours for the first two (2) quarters of 2017:

- 2.7.1.1 Southern Nevada – 79,375
- 2.7.1.2 Northern Nevada – 27,496.50

2.7.2 Total patrol stops per week may vary for each agency. The main objective is to check doors and windows. State agencies will not provide vehicles for these patrol stops. The length of time required for each patrol stop to be executed properly would be determined by the awarded vendor and the using agency.

2.7.3 The total patrol stops for the first two (2) quarters of 2017:

- 2.7.3.1 Southern Nevada – 1,180
- 2.7.3.2 Northern Nevada – 549

Allied Universal acknowledges these requirements and agrees.

2.8 PROJECT SPECIFICATIONS

2.8.1 Contract Administration

- 2.8.1.1 The using agency, at their discretion, reserves the right to require the immediate replacement of any security guard they find to be unprofessional in the performance of their assigned duties.
- 2.8.1.2 Awarded vendor(s) shall furnish at the agency facility uniformed security guards in such numbers and grades as specified by agency.
- 2.8.1.3 Awarded vendor(s) shall maintain offices in the Las Vegas area and the Reno area for the duration of the contract. The office should have a manager and/or coordinator to manage the workforce and be available to answer questions from the various agencies.
- 2.8.1.4 Awarded vendor(s) is/are directly responsible for the supervision of all security guards stationed at agency facilities. Supervisors must make on-site reviews at least once a week and interface weekly with the local agency liaison.
- 2.8.1.5 Awarded vendor(s) must not assign to this contract security guards who have previous employment with the State within the past two (2) years, unless otherwise approved by Purchasing (*refer to **Attachment K***,

Authorization to Contract with a Current Employee and Attachment L, Authorization to Contract with a Former Employee).

- A. The appropriate form must be filled out in its entirety and emailed to amorfin@admin.nv.gov who will then process the paperwork.
- B. Awarded vendor(s) will be instructed as to what BOE the paperwork will be going to.
- C. Once the BOE approval has been given, State Purchasing will notify the contracted vendor(s) that it was given/or not given approval.


2.8.1.6 Awarded vendor(s) must have a procedure and supply a telephone number for immediate (24-hour) response for significant personnel issues, emergencies and/or urgent matters.


The State of Nevada will have access to your assigned Account Managers on a 24 hour basis. In addition, the Allied Universal Service Assurance Center is available to assist the State after hours, and for special emergency needs.


Allied Universal Service Assurance Center Advantages:



Service Assurance Center

- 

24/7/365
Operates round-the-clock.
- 

Calls Forwarded
Branch office calls are forwarded to the Service Assurance Center at the close of each business day.
- 

Immediate Notification
Service Assurance Center dispatches calls and messages immediately to the appropriate manager (home phone, pager, or cell phone).

- 2.8.1.7 Awarded vendor(s) must promptly report any pending disciplinary proceedings brought forward by an administrative licensing agency to amorfin@admin.nv.gov at the Nevada State Purchasing Division.
- 2.8.1.8 Disciplinary problems with the contractor's security guards requiring remedial action shall be resolved as follows:
- A. Any discrepancy observed shall be reported by the agency liaison to the contractor's representative; and
 - B. Contractor must institute corrective action and report to the agency liaison.
 - C. It is recommended that the agency liaison conduct on-the-job inspections to determine the overall quality of the security guard's performance, job knowledge, training effectiveness, conduct and appearance. The agency liaison will alert the awarded vendor(s) to any deficiencies found as a result of the inspections, and the awarded vendor(s) shall take immediate corrective action to remedy any deficiencies.

Allied Universal acknowledges these requirements and agrees.

2.8.2 Personnel Standards

- 2.8.2.1 All security guards employed by the contractor(s) and stationed at agency facilities must meet the following criteria and be registered/licensed as defined in NRS and NAC Chapter 648.
- A. All armed guards must adhere to the minimum training standards as prescribed in NRS and NAC 648.
 - B. Security guards must not be wanted, convicted, under investigation, or on release pending criminal charges for any felony, crime of moral turpitude, or other criminal act inconsistent with the using agency's mission.
 - C. Security guards must be authorized to maintain full-time employment in the United States according to current U.S. Immigration Department rules and regulations and must have the ability to read, write and speak the English language.
 - D. Security guards must be at least 21 years of age and possess either a high school diploma or a G.E.D.

- E. Security guards must be familiar with their respective post orders as most recently amended. Contractor(s) shall ensure that all of the duties outlined and other instructions issued by the agency liaison are carried out as specified.
- F. Security guards must possess a valid Nevada driver's license or have access to reliable vehicular transportation.
- G. Security guards must be able to perform the physical duties of the job. This will not require a physical examination. Security guards' duties require moderate to arduous physical exertion, including (but not limited to) such activities as:
 - 1. Standing or walking for an entire shift;
 - 2. Climbing stairs and ladders;
 - 3. Lifting/carrying objects weighing up to 50 pounds; and
 - 4. Running for short distances.
- H. Security guards must be free from narcotics, marijuana and dangerous drugs as evidenced by an approved drug testing process. It is the awarded vendor(s)'s responsibility to ensure that all security guards to be stationed at agency facilities are drug-free and as defined in the State of Nevada Drug and Alcohol found on the Nevada Department of Administration website:
<http://hr.nv.gov/Resources/Publications/Publications/>. The awarded vendor must establish a policy for drug testing in the event of a work place accident, injury, or a use of deadly force incident.
- I. All security guards must have and carry in their possession a work card issued by the County Sheriff where the work is to be performed as defined under NRS 684.060 and 648.203. If the duty station is in Carson City the guards must possess a work card issued from either Washoe County or another county that issues work cards. The work card will specify armed or unarmed security.
- J. All armed security guards must adhere to the minimum training standards as prescribed in NRS and NAC Chapter 648.
- K. All security guards must have a reliable wireless ("cellular") telephone in their possession for prompt and direct communication during working hours. The telephone number will be supplied to the agency liaison and no cost will be incurred by the State or using agency.
- L. At no time during the security guard's shift will any of the following behavior be tolerated.

1. Vacating his/her post without authority;
2. Eating while on duty other than lunch hour;
3. Leaning against walls, doors, etc.;
4. Idle talk with other security personnel, State employees or visitors;
5. Discourtesy or insolence;
6. Creating, participating, or failing to report a hostile work environment and/or sexual harassment as defined in the Governor's Policy on Sexual Harassment and Discrimination found at the Nevada Department of Administration website: http://hr.nv.gov/Resources/Forms/SexualHarassment/Sexual_Harassment_Discrimination/;
7. Sleeping on duty;
8. Unauthorized use of State telephones, computers or other equipment;
9. Improper use, display of or failure to secure any weapon. Possess any weapon not authorized by the awarded vendor(s) and using agency;
10. Failure to make a prompt and complete report of damage incurred to any State property or equipment;
11. Failure to report known violations of State rules or regulations; and
12. Reading, while on duty, of any materials which are not jobrelated.

Allied Universal acknowledges these requirements and agrees.

2.8.3 Prior Experience of Security Guards

- 2.8.3.1 Armed security guards must have a minimum of six (6) months of paid experience prior to assignment under this contract. This experience may include law enforcement, military police, armed security or closely related field and;

A. A minimum of 200 hours of training addressing the following areas:

1. Civil liability;
2. Constitutional law;
3. Crimes against persons, property, and other offenses;
4. Principles of juvenile law and procedures;
5. Laws relating to arrest and probable cause;
6. Principles of drug law;
7. Principles of search and seizure;
8. Use of force;
9. Basic patrol/security operations and procedures;
10. Response to emergencies, alarms, bomb threats, and access control;
11. Fire prevention and use of fire extinguisher;
12. Radio use and procedures;
13. Crime prevention;
14. Traffic and crowd control;
15. Identification and reporting of the abuse of elderly persons, child abuse and sexual abuse/exploitation of a child;
16. Identification and reporting of domestic violence and stalking;
17. Principles of crime scenes and evidence preservation;
18. Interviewing, communication, and community relations;
19. Health, fitness and wellness;
20. Interpersonal communications;

21. Provision of emergency first aid and cardiopulmonary resuscitation;
22. Training concerning active assailants;
23. Training in the use of firearms;
24. Writing of reports;
25. Principles of counter-terrorism and weapons of mass destruction;
26. Courtroom demeanor, including, with limitation, the giving of testimony;
27. Crisis intervention;
28. Professional ethics;
29. Handling of persons with mental illness;
30. Systems of criminal justice; and
31. Demonstrate comprehension in applying security concepts and application to laws in the State of Nevada.

Allied Universal acknowledges these requirements and agrees. Since 2013, Allied Universal has taken pride in selecting only the highest quality security professionals in the industry. Since 2013, Allied Universal only hires POST Certified or POST equivalent security professionals for the State of Nevada account. POST Certified or equivalent: Previously or currently POST Certified as a Police Officer, Corrections Officer, Military Police, or Military Security Forces.

2.8.3.2 Unarmed security guards must have a minimum of six (6) months of paid experience prior to assignment under this contract. This experience may include employment as a civilian in a public safety agency, corrections, bailiff, military, or closely related field or otherwise qualify as an armed security guard as described in this section; and

- A. A minimum of 120 hours of training addressing the following areas:
 1. Civil liability;
 2. Constitutional law;

3. Crimes against persons, property, and other offenses;
4. Principles of juvenile law and procedures;
5. Laws relating to arrest and probable cause;
6. Principles of drug law;
7. Principles of search and seizure;
8. Use of force;
9. Basic patrol/security operations and procedures;
10. Response to emergencies, alarms, bomb threats, and access control;
11. Fire prevention and use of fire extinguisher;
12. Radio use and procedures;
13. Crime prevention;
14. Traffic and crowd control;
15. Identification and reporting of the abuse of elderly persons, child abuse and sexual abuse/exploitation of a child;
16. Identification and reporting of domestic violence and stalking;
17. Principles of crime scenes and evidence preservation;
18. Interviewing, communication, and community relations;
19. Health, fitness and wellness;
20. Interpersonal communications;
21. Provision of emergency first aid and cardiopulmonary resuscitation;
22. Training concerning unarmed response to active assailants;
23. Writing of reports;

24. Principles of counter-terrorism and weapons of mass destruction;
25. Courtroom demeanor, including, with limitation, the giving of testimony;
26. Crisis intervention;
27. Professional ethics;
28. Handling of persons with mental illness;
29. Systems of criminal justice; and
30. Demonstrate comprehension in applying security concepts and application to laws in the State of Nevada.

Allied Universal acknowledges these requirements and agrees. Since 2013, Allied Universal has taken pride in selecting only the highest quality security professionals in the industry. Since 2013, Allied Universal only hires POST Certified or POST equivalent security professionals for the State of Nevada account. POST Certified or equivalent: Previously or currently POST Certified as a Police Officer, Corrections Officer, Military Police, or Military Security Forces.

2.8.4 Permanent Status

For stability and continuity of assignment, the State expects only the most experienced security guards to be stationed at State facilities.

Allied Universal acknowledges this requirement and agrees.

2.8.5 Employee Documentation

- 2.8.5.1 Upon commencement of the contract(s), and upon request, the awarded vendor(s) shall submit a list of the security guards to be stationed at State agency facilities to the designated agency liaison and/or State Purchasing.
- 2.8.5.2 The list shall include the following information for all security guards.
 - A. Proof of registration with the property regulatory agency(s) (Licensees are exempt as allowable by law);
 - B. Work Card;

- C. Name;
- D. Mailing and Physical Address;
- E. Home Telephone Number;
- F. Date of Birth;
- G. Nevada Driver's License Number;
- H. Length of employment with awarded vendor(s);
- I. High school diploma or G.E.D.;
- J. Completion of mandatory training class required (refer to Section 2.8.3.1 and 2.8.3.2);
- K. Criminal background check; and
- L. Drug testing certification.

Allied Universal acknowledges these requirements and agrees.

2.8.6 Recruitment, Testing and Training

- 2.8.6.1 All training will be furnished by the awarded vendor(s). All wages, payroll taxes, benefits and fees related to security guard recruitment, physical examinations, drug testing, aptitude/qualification testing, indoctrination, training, mileage reimbursement and per diem shall be paid by the awarded vendor at no additional cost to the State.
- 2.8.6.2 All security guards must maintain training, certification, and pass a written exam given by the Private Investigator's Licensing Board.
- 2.8.6.3 The initial orientation, coordinated between the contracted vendor(s) and the using agency, for each newly assigned security officer shall include the following:
 - A. Agency organizational structure;
 - B. Facility familiarity;
 - C. Tour duties and post orders;

- D. Security center operations;
- E. Security rules and regulations;
- F. Emergency procedures; and
- G. Appropriate visitor/client interaction techniques and methods.

Innovative Recruiting, Stringent Screening & Strong Retention

Recruiting

Security professional quality begins even before we identify a candidate for a position with the State. Our dedicated recruiters identify only top quality candidates. In today's employment climate, it becomes even more important that we utilize our talents and resources to find individuals that represent the highest standards of both Allied Universal and our clients. Better recruiting translates into:

- ***"Best-fit" personnel for your environment***
- ***Higher employee satisfaction***
- ***Higher quality of performance***
- ***High-quality, screened candidates***
- ***Higher employee retention***

Allied Universal Recruiting Resources

The first step is having a thorough understanding of your site-specific needs. This allows us to recruit by position and post. Some of the recruitment resources we use:


- aus.com/careers
- Promotions, employee referrals and bonuses
- Career websites (eg., Indeed, Career Builder, Employer Partnership for the Armed Forces, H2H, LinkedIn, Facebook)
- Colleges, universities and schools
- Former military and reservists
- Job fairs and open houses
- Police and fire departments, and rescue squads
- Professional organizations (eg., ASIS, BOMA, ICSC)
- Civic/community organizations
- Senior associations
- Veterans administration and organizations
- Strategic partnerships with: AARP, International Association of Jewish Vocational Services, National Indian Council on the Aging and National Asian Pacific Center on Aging.

**1 million+ candidates in our hiring pipeline.
Hire only 5% of applicants.**

Hire our HeroesSM

Allied Universal is committed to hiring veterans, reservists, their families and caregivers. Our company-wide military hiring program, Hire Our Heroes, is an essential part of our recruiting strategy. We have partnered with these military assistance groups to ensure our service men and women have opportunities as they transition back to civilian life:

HIRE OUR HEROES



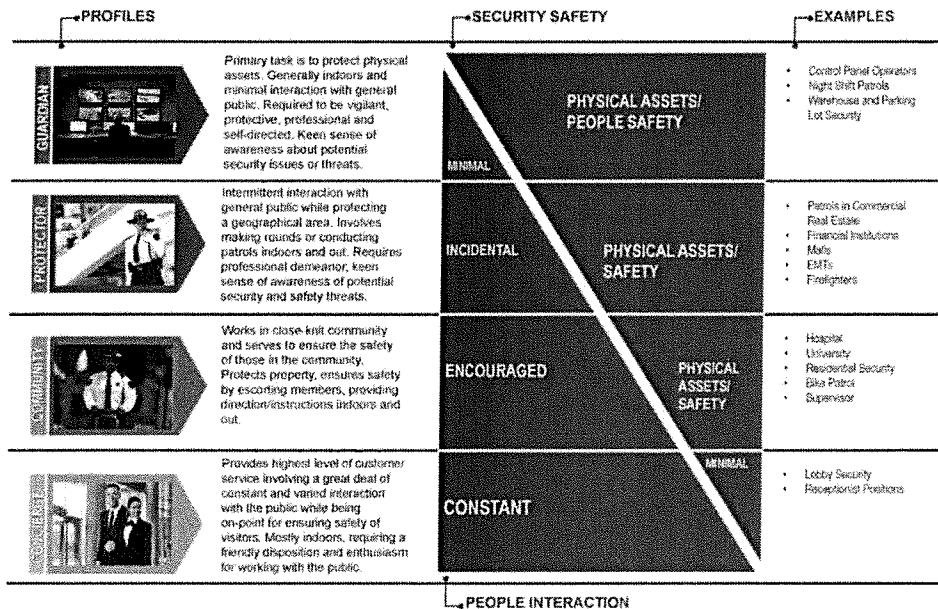
Recruiting Process: *The vast number of recruiting resources we utilize along with our reputation for being a great place to work directly contributes to the more than one million candidates in our hiring pipeline. A large number of applicants means that we can select the right candidates for your security program. And, we have the resources to identify the most well-suited individuals quickly and efficiently.*

To ensure high quality employees that are the right fit and have the appropriate skills for the State contract, Allied Universal uses an automated, highly customized Applicant Tracking System, Allied Universal|GatewaySM. Our easy-to-use, digital platform features:

- **Advanced Filtering:** *Utilizing a smart search feature, managers and recruiters are able to search for candidates by shift preferences, ranking, location and other requirements such as a driver's license. This feature gives our recruiters an edge in identifying a qualified candidate quicker and allows us to meet your needs faster.*
- **Paperless Processes:** *Pre-employment forms and acknowledgements can be completed electronically and stored within Allied Universal|Gateway, making the many parts of the process paperless and shortening the time from application to hire.*
- **Transparency:** *Candidates, recruiters and hiring managers can view the status of a position or application at any time during the process. This means that any questions you have about your open positions can be immediately addressed.*
- **Integration:** *Integration with other systems such as background screening and drug testing vendors promotes efficiency and consistency in ensuring that every step of our extensive screening process is complete and that only the best candidates are selected for your location.*



One of the true differentiators in our recruiting process is the extra step that we take during the application stage. In addition to completing our standard application information, candidates also answer questions related to their preferences for type of work environment. These preferences correspond with profiles developed by an industrial psychologist, which allow for successful personnel to position matching






The Guardian, Protector, Community and Concierge profiles are based on the level of people interaction, physical asset protection and safety awareness that each position requires. At Allied Universal, we are not looking to fill a position with just any candidate. We go the extra mile to dig deeper to find the right person for you. When our employees are well matched to the position requirements, they stay longer in their position, will be better engaged in their day-to-day responsibilities, and provide better service for you. Our ultimate recruiting goal is to find the best qualified candidate for every post.

Allied Universal only hires 5% of all applicants. Our proven recruitment process allows us to identify the security professionals you need, when you need them.

Screening

The number one objective of the Allied Universal's screening process is to identify quality. We consider background, experience, communication and interpersonal skills, and fit for the position. Qualified candidates are invited to formally interview with our branch recruiting team.

Allied Universal's Screening Process	
	Application Review & Assessment Careful analysis focuses on employment history and stability, and on experience/qualifications specific to the job opening.
	Interviews Initial interview assesses punctuality and appearance and clarifies points of the candidate's application. Multiple interviews may be conducted. Candidate progressing beyond this level attend our orientation program.
	Electronic I-9 and E-Verify Employment verification is completed to present proof of citizenship or authorized alien status. All potential employees are processed through E-Verify, the government's employment eligibility system.
	Management Testing May involve the Thomas Personal Profile Analysis, The Kenexa Manager assessment or The Kenexa Leadership assessment, depending on the position. These help assess candidates' management abilities, drive, maturity and people skills, and evaluate whether they are a good fit.
	Social Security Trace Social Security checks run on each candidate to verify identity and history of addresses. The latter is used to assure all associated addresses are considered when determining states and countries to be included in the criminal background check process.
	Criminal Background Checks Prior to being posted, each employee undergoes a criminal records check, unless already checked as part of license/credential process by State. Where required, fingerprints are taken and submitted to the appropriate law enforcement agency for a detailed background investigation. Statewide criminal checks are also conducted when required.
	National Sex Offender Registry (except CA and NV where such checks can only be done in accordance with state law) This step searches the Federal Department of Justice, which includes real time listings of registered sex offenders. By searching the DOJ, the most complete and current report is available.
	Pre-employment Drug Testing Oral ten-panel drug tests are completed at orientation. Lab testing is available for hair follicle and alcohol testing at an additional charge.
	Motor Vehicle Report Security professionals designated to drive a vehicle are subject to Motor Vehicle Report checks and on-site training before they can operate a vehicle.
	Security Professional Integrity/Honesty Testing Reid Test offered, at a discounted rate, for security professional integrity/honesty testing. This evaluates attitudes and behaviors associated with high levels of integrity and productive work habits.
	Education & Employment Verification Can be completed for an additional charge.

Retention

The elements of staffing stability are complex and interwoven, and include above market average wages, benefits, proper hiring, competent supervision, comprehensive training, employee recognition and incentives, opportunities for advancement and on-going performance evaluations. Allied Universal is proud to have among the lowest turnover rates in the security services industry.

Many of our retention efforts are best illustrated through our incentive and recognition programs. Additionally, each of our management systems has elements designed to positively impact retention.

- *Our screening process tests for an applicant's predisposition to remain with an employer.*
- *Our 30 day New Hire Survey checks with new hires to assure they have been onboarded to their satisfaction.*
- *Refresher training enhances and reinforces earlier learning.*










Security Professional of the Year
<p>Carlos Marcelo, a shift supervisor/watch commander for Allied Universal was named the ASIS 2015 Ralph Day Security Officer of the Year for his stellar service and commitment to the security profession. The ASIS Security Services Council honored Marcelo during ASIS International's 61st Annual Seminar and Exhibits.</p>

- ***Our computerized scheduling system helps avoid assigning shifts that are too long and/or too close together.***
- ***Personalized recruiting approach and profiling by position.***
- ***Security Voice, our 24-hour security professional hotline, ensures an open line of communication and prompt attention to any security professional need or question.***
- ***Our management teams are trained and coached on human resource tactics that further promote employee retention.***
- ***Decentralized management allows our senior staff to be actively involved with, and easily accessible to, our security professionals.***

A great retention program means security professionals for the State contract are on board for the long term and are a reliable presence at your site.

Benefits

Allied Universal has been a long-time industry leader in providing meaningful and affordable employee benefits. There is a direct correlation between providing employee benefits and attracting high-caliber personnel. We also understand that when we take care of our employees, they take better care of you.

Allied Universal Benefits	
	<p>Medical Insurance Medical plans offered to all benefit-eligible employees through payroll deduction and/or client contribution. Benefits offered pursuant to our eligibility requirements/ policy. Detailed information regarding coverage and premium costs is available. Estimates in this proposal are based on proposed and evolving regulations, plan structure and estimated participation.</p>
	<p>Dental Insurance Quality dental insurance offered to all benefit-eligible employees through payroll deduction and/or client contribution.</p>
	<p>Vision Insurance Vision Service Plan offered to all benefit-eligible employees – reduced rates for eye exams, glasses/contacts, etc.</p>
	<p>Disability, Life & Accident Insurance</p> <ul style="list-style-type: none"> • Benefit-eligible employees have the ability to participate in a Disability Insurance Plan. • Basic life insurance offered to benefit-eligible employees at no charge. Additional, supplemental life insurance and AD&D is available to employees at a competitive rate. • Accident insurance through MetLife offered to benefit-eligible employees.
	<p>Paycard Employees have option to receive their pay through direct deposit or a cash paycard (where permitted by law). Paycards allow immediate access to wages without incurring check cashing fees.</p>
	<p>Commuter Benefits Program Transit and parking funds deductible via payroll (pre-tax basis) offered to benefit-eligible employees.</p>
	<p>Anniversary Bonus Program Available to all employees who completed one year of continuous service. Amount based on each full year of service completed; paid on employee's anniversary date. Security professionals can still arrange to take unpaid time off, but our experience has shown that money in hand is preferred to time off. This Bonus offers our valued employees greater flexibility, while also serving as an incentive for employees to stay therefore improving overall retention.</p>
	<p>401(k) Employees eligible to enroll anytime following six months of full-time employment.</p>
	<p>Holidays Security personnel receive time-and-a-half pay when working these holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.</p>
	<p>Employee Assistance Program & Legal Services An employee assistance program and legal service is available to employees.</p>
	<p>WorkPerks Fringe benefits available exclusively to our employees for personal use (e.g., discounts on fitness memberships, cellular phone plans, retail merchandise and credit union access) through vendors such as AT&T, Sprint, Verizon Wireless, DIRECTV, Dell Computers, H&R Block, and VPI Pet Insurance.</p>

NOTE: Allied Universal reserves the right to change, amend or terminate the benefits programs and its options at any time.

Incentives and Recognition

Quality that is rewarded is repeated. Formal recognition for exemplary service supports our culture of quality. Employee recognition also has a way of inspiring others to perform at a higher level.

At the heart of this effort is a sincere appreciation for hard work, good judgment and continuous improvement. We strive to recognize and motivate security professionals for outstanding achievements, exceptional performance of every day duties and for being a true asset to the security team. Some examples could include:

Incentives and Recognition	
	Security Professional of the Month, Quarter and Year Awards Recognize and reward security professionals for exceptional, outstanding and heroic performances of duty.
	President Leadership Award Recognition of site supervisors for their contributions in leadership, communication, management and team development skills.
	Account Manager of the Year & Support Person of the Year Winners receive a cash award.
	On the Spot Awards Recognizes employees for actions that go above and beyond our already high standards of quality.
	Length of Service/Tenure Awards Recognizes and rewards employees for period of continuous, loyal service at their 1, 3, 5, 10, 15, 20 and 25 year anniversaries.
	Quality Enhancement Ideas (QEIs) Employees can fill out a QEI form when they have an idea to improve a process. If the idea is implemented successfully, a cash award is available.
	Partners in Growth Referral bonus program.
	Personal and Professional Development A myriad of development resources including online courses, reading lists, a library of resources at branch/corporate training offices, and coaching from supervisors.

Allied Universal's Account Management Model

The Allied Universal Account Manager's make a critical difference in the success of the State's security program. The State's needs, culture and organizational goals set the tone for the account manager's priorities. The State's current account manager, Mr. Scott Allen, manages your day-to-day security operations and ensures that the State's security vision is Allied Universal's security vision. With this resource the State can focus on its higher level needs.

Upon contract award, the State's responsive account manager's will continue to:

- Oversee a team of security professionals and supervisors, including hiring/selection of personnel that is the right fit for your environment.**
- Manage scheduling, payroll, training, coaching, and development in collaboration with the local support team.**
- Be an empowered decision maker who understands your account and can take ownership of changes that need to be made.**
- Ensure all required reporting and contract compliance requirements are met, understood and acted upon.**
- Deliver impactful solutions that are focused on improving your satisfaction.**

The State will continue to have experienced security leaders at its disposal every day. Allied Universal account managers have proven themselves in various security professional and supervisory level positions, law enforcement or military and have the experience to serve as mentors for your security team. Allied Universal's formal employee development processes identify ready leaders in our organization and prepare them for internal promotion. Employees are set on a career path and their progress is tracked before they are recruited into a management position. You can have peace of mind knowing that you have an individual with the experience needed to effectively lead security for you.

What Will You Gain from an Allied Universal Account Manager?

- Transparency:** Regular meetings ensure your goals and needs are being met. Your account manager will formally measure and track progress through Quality Business Reviews.
- Value:** Helping to lower the cost of your security operations is one of your account manager's goals. From reducing turnover, and preparing for staffing spikes, to identifying efficiencies, account managers always look for ways to mitigate costs.
- Expertise:** Account managers are highly experienced and trained in your specific industry. They understand the unique challenges and needs of your environment and can assist with regulatory compliance, leading safety and security committees and conducting drills.
- Response:** Available for quick response to emergency situations and escalated security issues, the account manager leads incident response, helping to reduce risk, conducts investigations and ensures a safe and stable environment.
- Knowledge:** Account managers are experienced scheduling, training and assessing the right amount of staff and supervision. This is your go-to resource for special events and extra coverage requests.

2.8.7 Appearance, Uniforms, Identification and Equipment

- 2.8.7.1 Appearance: The awarded vendor(s) shall ensure that the appearance, bearing and general demeanor of all employed security guards is of a high standard.

Personal grooming and hygiene are every bit as important as the proper uniform. Each security professional understands the importance of his or her position, the need for a positive attitude, good appearance and hygiene.

Our standards include guidelines on:

- Hair*

- *Facial Hair*
- *Personal Grooming*
- *Jewelry*

We know that our security professionals' appearance is a direct reflection of your site. To help meet your unique needs, we've designed several uniform styles. Our uniform offerings range from a traditional military look, to specialized bicycle uniforms, and an executive, professional look. With the right accessories, we're confident you'll find the perfect look and style for achieving your facility's desired security image.

- 2.8.7.2 Uniforms: The awarded vendor(s) shall ensure that all security guards are uniformed. Uniforms must be furnished by the awarded vendor(s) at no cost to the State. Per NAC 648.530 uniforms are subject to approval and shall be distinctive from local law enforcement agencies to avoid misrepresentation or confusion.

Your uniformed security professional should harmonize with the requirements of his or her position. A neatly uniformed, well-groomed security professional commands respect and authority and helps to projFect a professional image for the State.



A security team who understands the importance of a neat and professional appearance and sets the highest industry standards for uniforms, accessories and personal grooming requirements will benefit your security program. The security professional is the first person your employees and visitors come in contact with. They are a direct reflection of your company and an ambassador of your brand. That is why it is important to select security professionals who take pride in their appearance each and every day.

- 2.8.7.3 Identification: The awarded vendor(s) shall ensure that all security guards have in their possession a valid identification card with the following data:
- A. Name;
 - B. Photograph;
 - C. Employer's name;
 - D. State License Number if applicable;
 - E. Employer's authorizing signature; and
 - F. Work Card.

- 2.8.7.4 Equipment: Duty belt worn by armed security personnel at a State facility shall include:

- A. If armed, extra magazines and carrier;
- B. Handcuffs;
- C. Holster;
- D. Flashlight (if applicable); and
- E. Any other defensive items as approved by the using agency and supplied by the awarded vendor(s), as defined (refer to Section 2.3.1.3 C).

2.8.7.5

All security guards assigned by the contractor(s) **must** have successfully completed, eleven (11) hours for armed guards or four (4) hours for unarmed guards, classroom instruction and training in the following areas:

- A. Duties and functions of a private security force;
- B. Communication systems;
- C. Legal procedures and limitations;
- D. Note taking and report writing;
- E. Public relations;
- F. Access control;
- G. Fire prevention and basic fire-fighting;
- H. Telephone courtesy;
- I. Emergency response and emergency medical assistance;
- J. Bomb threat procedures;
- K. Alarm response;
- L. Personal appearance;
- M. Visitor control, including non-violent intervention techniques of dispute resolution;
- N. Radio operations procedures;

- O. Patrol methods;
- P. Theft prevention;
- Q. Traffic control;
- R. Evacuation procedures; and
- S. Weapons qualifications if applicable.

2.8.7.6 All security guards must pass a written exam given by the Private Investigator's Licensing Board.

2.8.7.7 The initial orientation for each newly assigned security officer shall include the following:

- A. Agency organizational structure;
- B. Facility familiarity;
- C. Tour duties and post orders;
- D. Security center operations;
- E. Security rules and regulations; F. Emergency procedures; and
- G. Appropriate visitor/client interaction techniques and methods.

Allied Universal acknowledges these requirements and agrees.

2.8.8 Appearance, Uniforms, Identification and Equipment

2.8.8.1 Appearance

The contractor(s) shall ensure that the appearance, bearing and general demeanor of all employed security guards is of a high standard.

2.8.8.2 Uniforms

Contractor(s) shall ensure that all security guards are uniformed. Uniforms must be furnished by the contractor at no cost to the State. Per NAC 648.530 uniforms are subject to approval and shall be distinctive from local law enforcement agencies to avoid misrepresentation or confusion.

2.8.8.3 Identification

Contractor(s) shall ensure that all security guards have in their possession a valid identification card with the following data:

- A. Name;
- B. Photograph;
- C. Employer's name;
- D. State License Number if applicable;
- E. Employer's authorizing signature; and
- F. Work Card

2.8.8.4 Equipment

Duty belt worn by armed security personnel at a State facility shall include:

- A. Extra magazines;
- B. Handcuffs;
- C. Holster;
- D. Flashlight; and
- E. Any other defensive items as approved by the using agency and supplied by the awarded vendor(s), as defined (refer to Section 2.3.1.3 C).

2.8.8.5 Policies

Proposing vendors must attach a copy of their security company's written firearm, use of force, sexual harassment and discrimination, and drug-free workplace policies.

A copy of the Allied Universal Firearm Policy, Use of Force Policy, Sexual Harassment & Discrimination Policy, and Drug-Free Workplace Policy is attached in Section VIII – Other Informational Material on page 85..

2.8.8.6 Patrol and Random Marked Vehicle Stops

- A. The respective State agency will advise the contractor(s) on the locations and type of patrols and random marked vehicle stops required.
- B. Patrol Vehicle Stops would be on a regular basis.
- C. Random Marked Vehicle Stops would not be on a regular basis and would be at the using agency's discretion.

Allied Universal acknowledges these requirements and agrees.

Section VI - Company Background and References

3.1 VENDOR INFORMATION

3.1.1 Vendors shall provide a company profile in the table format below.

Question	Response
Company name:	<i>Universal Protection Service, LLC d/b/a Allied Universal Security Services</i>
Ownership (sole proprietor, partnership, etc.):	<i>Allied Universal is a privately-owned facility services company. Universal Protection Service is a Limited Liability Company.</i>
State of incorporation:	<i>Delaware</i>
Date of incorporation:	<i>October 25, 2011</i>
# of years in business:	<i>More than 50 years!</i>
List of top officers:	<i>Steve Jones, CEO Bill Torzolini, CFO David Buckman, EVP and General Counsel</i>
Location of company headquarters:	<i><u>Corporate Headquarters West:</u> 1551 N. Tustin Avenue, Suite 650 Santa Ana, CA 92705 <u>Corporate Headquarters East:</u> 161 Washington Street, Suite 600 Conshohocken, PA 19428</i>
Location(s) of the office that shall provide the services described in this RFP:	<i><u>Las Vegas Branch Office:</u> 4000 S. Eastern Avenue, Suite 210 Las Vegas, NV 89119 <u>Reno Branch Office:</u> 241 Ridge Street, Suite 340 Reno, NV 89501</i>

Question	Response
Number of employees locally with the expertise to support the requirements identified in this RFP:	<i>1,400 officers available locally</i>
Number of employees nationally with the expertise to support the requirements in this RFP:	<i>Allied Universal has a pool of 150,000 employees nationally.</i>

Location(s) from which employees shall be assigned for this project:	<p><u>Las Vegas Branch Office:</u> 4000 S. Eastern Avenue, Suite 210 Las Vegas, NV 89119</p> <p><u>Reno Branch Office:</u> 241 Ridge Street, Suite 340 Reno, NV 89501</p>
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3.1.2 **Please be advised**, pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state shall register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.

3.1.3 The selected vendor, prior to doing business in the State of Nevada, shall be appropriately licensed by the State of Nevada, Secretary of State's Office pursuant to NRS76. Information regarding the Nevada Business License can be located at <http://nvsos.gov>.

Question	Response
Nevada Business License Number:	<i>NV Business ID: NV20131663149</i>
Legal Entity Name:	<i>Universal Protection Service, LLC d/b/a Allied Universal Security Services</i>
Nevada Business License Number:	<i>PILB #1863B</i>
Legal Entity Name:	<i>Universal Protection Service, LLC d/b/a Allied Universal Security Services</i>

Is "Legal Entity Name" the same name as vendor is doing business as?

Yes	X	No	
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If "No", provide explanation.

3.1.4 Has the vendor ever been engaged under contract by any State of Nevada agency?

Yes	X	No	
-----	---	----	--

If "Yes", complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

Question	Response
Name of State agency:	<i>College of Southern Nevada (CSN)</i>
State agency contact name:	<i>Darryl Caraballo</i>
Dates when services were performed:	<i>2004-2008 2013-Present</i>

Type of duties performed:	<i>We provide services similar to those that are specified in this RFP document, however all posts are unarmed.</i>
Total dollar value of the contract:	<i>1,838,000</i>

3.1.5 Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?

Yes		No	X
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If "Yes", please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person shall be performing or producing the services which you shall be contracted to provide under this contract, you shall disclose the identity of each such person in your response to this RFP, and specify the services that each person shall be expected to perform.

3.1.6 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity. Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor's ability to perform or fulfill its obligations if a contract is awarded as a result of this RFP shall also be disclosed.

Does any of the above apply to your company?

Yes		No	X
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If "Yes", please provide the following information. Table can be duplicated for each issue being identified.

Question	Response
Date of alleged contract failure or breach:	<i>Not Applicable</i>
Parties involved:	
Description of the contract failure, contract breach, or litigation, including the products or services involved:	
Amount in controversy:	
Resolution or current status of the dispute:	

If the matter has resulted in a court case:	Court	Case Number
Status of the litigation:		

3.1.7 Vendors shall review and provide if awarded a contract the insurance requirements as specified in **Attachment D, Insurance Schedule for RFP 3455**.

We respectfully request that the following insurance provisions be revised in a manner consistent with the Current Contract. The rationale for the requested revisions along with citations to the Current Contract which include those same revisions are also stated below.

- *Proposed Contract Section 16.B.1; Proposed Contract "Insurance Requirements" Attachment BB Section A.1.e; Proposed Contract "Insurance Requirements" Attachment BB Section A.2.a. Allied Universal regularly adds clients to our insurance as additional insureds, so long as our obligations are aligned with our indemnification obligations and the specific insurance coverage we have agreed to provide. Please insert the phrase "to the extent of the insurance limits agreed to in this Contract" at the end of each of the cited sections. See also Current Contract Section 16.B.1; Current Contract Attachment BB Section A.1.e; Current Contract Attachment BB Section A.2.a.*

3.1.8 Company background/history and why vendor is qualified to provide the services described in this RFP. Limit response to no more than five (5) pages.

Company History



When AlliedBarton was established in 1957, we knew that being a top security company meant providing responsive and customizable security solutions that met our client's goals. Keeping people safe, protecting our clients' brands, and providing peace of mind were all paramount. Our core purpose was to secure the people, homes and businesses of our communities.

Universal and AlliedBarton have grown to become two of the top private security companies in the country because of our quality-based, results-oriented approach. Both companies succeeded thanks to a focus on customized, innovative solutions and providing services of unparalleled quality and value to meet the needs of today's businesses.



Local Response | National Support

AlliedBarton chose to focus on delivering the best client experience, by understanding our clients' needs and exceeding their expectations.

We provided responsive security services at the local level with the benefit of a national support network.

With an experienced management team and more than 60,000 security officers trained and ready to work, we offered best-in-class services and a nationally proven track record.

With the merging of two great brands, we look forward to servicing our clients with even greater capabilities and being a dynamic company that surpasses all industry benchmarks for service delivery and employee support.



Founded in 1965, Universal Protection Service, provided unmatched service and security solutions by creating and cultivating partnerships with our valued employees and clients. Our sole mission was to provide our clients with the best possible security solutions, personalized service and unmatched value.



Discover the Difference

Universal not only outpaced the security industry on environmental and technological levels, but also by investing in, valuing and training our over 80,000 employees. Universal employs hands-on, highly experienced management teams and continuous training to deliver consistent, high quality security solutions and facility services.

Universal was not stifled by corporate bureaucracy; our sole mission was to provide clients with the best possible security solutions, personalized service and unmatched value available in the industry.

Why Allied Universal?

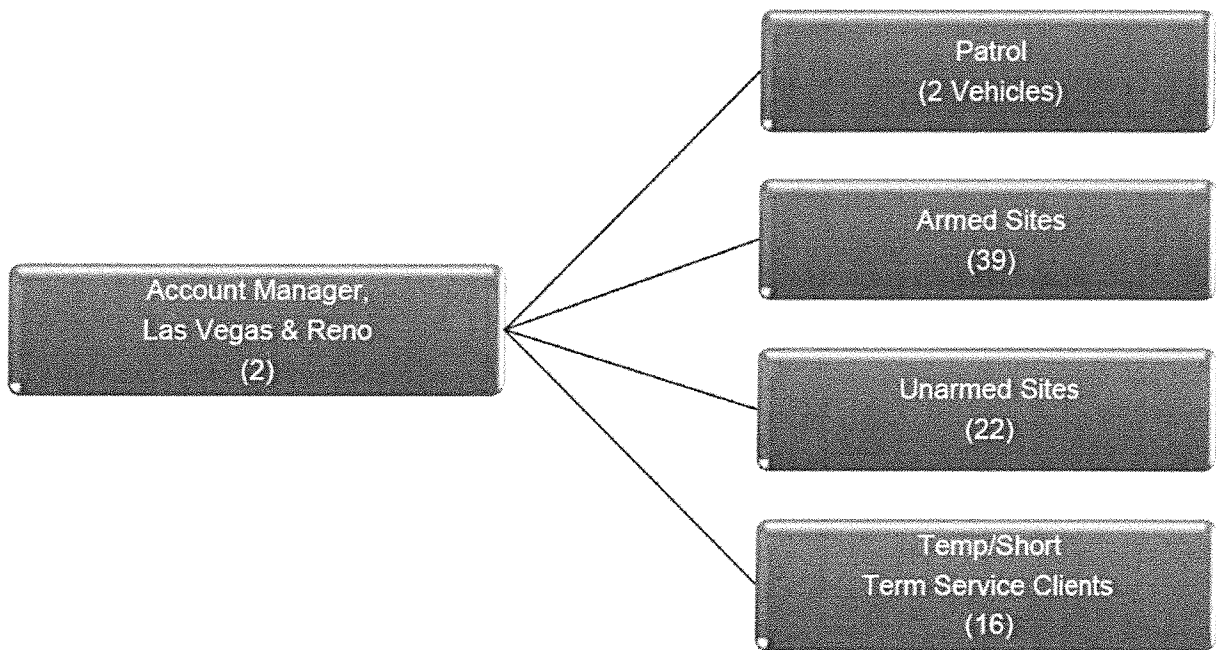
Allied Universal has a diverse and experienced team that is managed by two Security Professionals who have a combined 39 years in Law Enforcement and Security Management. Scott and Ronald have formed a partnership with the State of Nevada. They are part of your culture and are knowledgeable of both your sites and your needs.

Management Team

Scott Allen (Las Vegas): Current State of Nevada Account Manager – Las Vegas (2 years), Terrorism Fusion Liaison Partner Nevada Threat Analysis Center & Southern Nevada Counter Terrorism Center (1 year), Country Manager of Surveillance (3 years), Police Officer - Terrorism Liaison Officer - Field Training Officer (4 years), Correctional Officer (3 years), United States Marine Corps (4 years)

Ronald Bratsch (Reno): Current State of Nevada Account Manager – Reno (1.5 years) Security Manager (8 years), Reserve Police Officer (7 years), Correctional Officer (10 years). Army National Guard (2 years).

Organizational Structure



Cost Savings

With our recent merger and as the incumbent, Allied Universal has reduced our pricing from the previous cost schedule and increased our ability to provide an even higher standard of service to the State of Nevada.

Patrol Service Technology

CyCop – Allied Universal's web and GPS-based technology is an advanced patrol and reporting program that transforms the traditional reporting process into a paperless, realtime solution. CyCop helps improve productivity and efficiency by giving clients the latest, accurate data about their property.

Experience

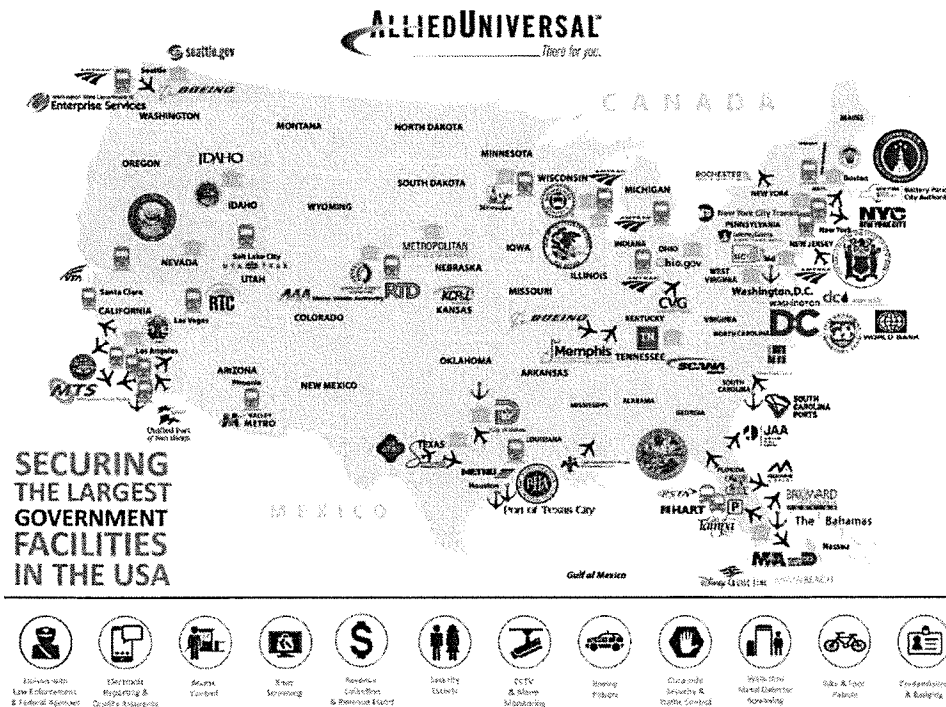
Allied Universal has intimate knowledge and experience in providing services to the State of Nevada. We have been providing services to the State since 2013. **ALLIED UNIVERSAL GOVERNMENT SERVICES**

Provides more than...

- 25,000,000 annual man-hours of armed and unarmed security services to federal, state, and local governmental facilities nationwide
- 13,000 specially-trained Government Services contract security professionals
- 275 Federal, state, and local clients
- 750 government facilities; up to 200 locations under a single contract
- Eight (8) state-wide contracts (Connecticut, Florida, Illinois, Nevada, New York, New Jersey, Pennsylvania, Washington and Washington, D.C.)
- DHS Designation as an Anti-Terror Technology/Service



We are a full service security services firm providing manpower and technology solutions, to commercial, residential, institutional and government clients. We have several specialty divisions including Government Services, and secure hundreds of government agencies across the United States.



Within the government sector we further specialize in Port and Airport Security, Transit Security, Courthouse and Municipal Complexes, Government-owned utilities and Federal

Building and facility protection. The unique operational and compliance requirements of government contracting demands contractors with expertise in working with government agencies. Allied Universal was recognized in 2015 by Government Security News' Outstanding Physical Security Award for its security program with Denver Regional Transportation District. The award acknowledges the



Company's collaborative, solutions-driven security program. RTD implemented the Allied Universal bike patrol solution to address an evolving security need following the opening of a new light rail line. The expanded rail services created a security concern as the immediate area was not accessible by vehicle, and foot patrol was impractical. The bike patrol allowed for effective patrols, and provided increased security visibility and a deterrent to crime.

Tailoring solutions to meet our clients' needs is critical to our focus on customer intimacy, allowing Allied Universal to deliver an excellent client experience. Allied Universal provides a wide range of armed and unarmed security and screening services at various government facilities to include the following:

- Access Control
- Alarm Response
- Armed Protective Services
- Canine Teams
- Control Centers and CCTV Operations
- Detecting, Reporting & Correcting Safety Hazards
- Emergency/Alarm Response
- Enforcing policies/procedures and state laws
- Escort Services
- Fire Safety Officers
- Guard Force Protection
- Hazmat Responders
- Internal/External Patrols
- Patrol Services (Vehicle, Bike, Foot)
- Recruiting and Providing Cleared Personnel
- Security Technology Solutions
- Terrorism Awareness Training
- X-Ray, Magnetometer and Wand Device Operation

The following table provides locations of a sampling of some of our current clients, showing the hours per week of security services provided, the year each partnership began, and specific locations serviced. We are proud to say that many clients have loyally retained Allied Universal for a decade or more.

ALLIED UNIVERSAL GOVERNMENT SERVICES CLIENTS	HOURS PER WEEK	PARTNER SINCE	LOCATIONS SERVICED
Broward State (Port Everglades & Fort Lauderdale International Airport)	8,000	2010	Florida
City of New York	90,000	1994	Five Boroughs of New York City
City of San Antonio	4,500	2005	Texas
County of San Bernardino	9,600	2008	California
County of San Diego	6,500	2008	California
Government of the District of Columbia	20,000	2009	Washington, D.C.
International Bank for Reconstruction and Development	8,000	2008	Washington, D.C.

International Monetary Fund	6,000	2004	Washington, D.C.
Miami-Dade County	10,000	2008	Florida

3.1.9 Provide a brief description of the length of time vendor has been providing services described in this RFP to the public and/or private sector.

Allied Universal has provided armed and unarmed security officer services for more than 60 continuous years. We have been providing scopes of service similar to the State of Nevada for more than 60 years and have been your partner for the last 4 years. This year we are celebrating 30 years of conducting business in Nevada (since 1987), where we currently employ nearly 1,600 security officers across the state.

3.1.10 Financial information and documentation to be included in accordance with **Section 8.5, Part III – Confidential Financial Information.**

3.1.10.1 Dun and Bradstreet Number

Please see Part III – Confidential Financial Information document.

3.1.10.2 Federal Tax Identification Number

Please see Part III – Confidential Financial Information document.

3.2 SUBCONTRACTOR INFORMATION

Subcontractors are defined as a third party, not directly employed by the contractor, who shall provide services identified in this RFP. This does not include third parties who provide support or incidental services to the contractor.

3.2.1 Does this proposal include the use of subcontractors?

Yes		No	X
-----	--	----	---

If "Yes", vendor shall:

- 3.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor shall perform services.
- 3.2.1.2 If any tasks are to be completed by subcontractor(s), vendors shall:
- A. Describe how the work of any subcontractor(s) shall be supervised, channels of communication shall be maintained and compliance with contract terms assured; and
 - B. Describe your previous experience with subcontractor(s).
- 3.2.1.3 Provide the same information for any proposed subcontractors as requested in **Section 3.1, Vendor Information**.

State of Nevada

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- 3.2.1.4 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 3.2.1.5 Vendor shall notify the using agency of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFP in **Section 3.2, Subcontractor Information**. The vendor shall receive agency approval prior to subcontractor commencing work.

3.3 BUSINESS REFERENCES

3.3.1. Vendors shall provide a maximum of three (3) business references from similar projects performed for private and/or public sector clients within the last five (5) years.

- 1) *College of Southern Nevada, Chief Darryl Caraballo*
- 2) *Las Vegas Clark County Library District, Stephen Rice*
- 3) *RTC SNV, Tammara Williams*

3.3.2. Vendors shall submit **Attachment E, Reference Questionnaire** to their business references.

All business references were directed to submit the Reference Questionnaire directly to the State of Nevada Purchasing Division.

3.3.3. It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the deadline as specified in **Section 7, RFP Timeline** for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.

Allied Universal has directed our clients to ensure that completed forms are received by the Purchasing Division before the specified deadline, understanding that Reference Questionnaires not received, or not complete, may affect evaluation process scoring.

3.3.4 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

We invite the State to contact and verify any and all references with regard to quality and the degree of satisfaction for our performance.

Section VII – Attachment F – Proposed Staff Resume

3.4 Vendor Staff Resumes

A resume shall be completed for each proposed key personnel responsible for performance under any contract resulting from this RFP per **Attachment F, Proposed Staff Resume**.

Attached on the following pages.

PROPOSED STAFF RESUME FOR RFP 3455

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	<i>Universal Protection Service, LLC d/b/a/ Allied Universal Security Services</i>
--	--

Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff.			
Contractor:	<input checked="" type="checkbox"/>	Subcontractor:	<input type="checkbox"/>

The following information requested pertains to the individual being proposed for this project.			
Name:	<i>Tammy A. Nixon</i>	Key Personnel: (Yes/No)	<i>Yes</i>
Individual's Title	<i>Regional Vice President</i>		
# of Years in Classification:	<i>26</i>	# of Years with Firm:	<i>17</i>

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE
Information should include a brief summary of the proposed individual's professional experience.

- Regional Vice President – Allied Universal Services, Arizona, Nevada, New Mexico – 2015-Present*
- Regional Vice President – Guardsmark, Arizona, Colorado, Nevada, New Mexico, Montana, Utah – 2013-2015*
- Manager in Charge, Manager Business Development, Nevada 2000-2013*
- United State Navy – 1988-2000*

RELEVANT EXPERIENCE
Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

- Develop and maintain partnerships with customers to ensure satisfaction of services*
- Prepare and monitor approved annual budgets for the six branches in the Southwest territory.*
- Oversite of Operational functions for the Southwest territory composed of \$60 million in revenue.*
- Nevada State license holder for PILB*
- Ensuring Esprit de corps for branch personnel to support positive work environment.*
- Oversee administrative and compliance functions for the Southwest Region consisting of 160,000 hours per week.*

EDUCATION
Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

- Chapman University – BA Criminal Justice*
- University of Phoenix - MBA*

CERTIFICATIONS
Information required should include: type of certification and date completed/received.

None.

REFERENCES
A maximum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

Steve Claton, President, Allied Universal Services, Steve.claton@aus.com, 714-360-5077
Gus Lipman, SVP, Integrations AUS, Gus.lipman@aus.com, 917-913-3635

PROPOSED STAFF RESUME FOR RFP 3455

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	<i>Universal Protection Service, LLC d/b/a/ Allied Universal Security Services</i>
--	--

<i>Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff.</i>			
Contractor:	<input checked="" type="checkbox"/>	Subcontractor:	<input type="checkbox"/>

<i>The following information requested pertains to the individual being proposed for this project.</i>			
Name:	<i>Adam Crandall</i>	Key Personnel: (Yes/No)	<i>Yes</i>
Individual's Title	<i>General Manager - Nevada</i>		
# of Years in Classification:	<i>7</i>	# of Years with Firm:	<i>10</i>

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE
Information should include a brief summary of the proposed individual's professional experience.

- General Manager, Allied Universal, Nevada, 2017-Current
- District Manager, Allied Universal, Nevada 2010-2017
- Area Manager, Allied Universal, Washington, 2007-2008

RELEVANT EXPERIENCE
Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

- Develop and maintain partnerships with customers to foster customer intimacy
- Prepare and monitor approved annual budget
- Profit and Loss accountability
- Generate new business by supporting sales manager through personal effort
- Coach, counsel, develop and assign personnel and assist with their opportunity for advancement

EDUCATION
Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

- Kaplan College, Criminal Justice
- United States Coast Guard, Maritime Law Enforcement

CERTIFICATIONS
Information required should include: type of certification and date completed/received.

- Qualifying Manager License, Nevada Private Investigator's Licensing Board, 2014
- Harvard Manage Mentor Leader's EDGE Certification, AlliedBarton Security Services, 2010
- Community Emergency Response Team, FEMA, 2009
- Security Supervision and Management Program, IFPO, 2002
- Certified Protection Officer, IFPO, 2000

PROPOSED STAFF RESUME FOR RFP 3455

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	<i>Universal Protection Service, LLC d/b/a Allied Universal Security Services</i>
--	---

Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff.			
Contractor:	<input checked="" type="checkbox"/>	Subcontractor:	<input type="checkbox"/>

The following information requested pertains to the individual being proposed for this project.			
Name:	<i>Scott Allen</i>	Key Personnel: (Yes/No)	<i>Yes</i>
Individual's Title	<i>Account Manager – State of Nevada - Las Vegas</i>		
# of Years in Classification:	<i>1.5</i>	# of Years with Firm:	<i>2.5</i>

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE
Information should include a brief summary of the proposed individual's professional experience.

Manager all operational and financial aspects of the State of Nevada Security Officer contract. Extensive management background in operations and training. Previous Police Officer, Terrorism Liaison Officer, Field Training Officer and United States Marine Corps Veteran.

RELEVANT EXPERIENCE
Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

*July 2015 – Current: Allied Universal, Las Vegas, NV, Account Manager (State of Nevada), State of Nevada Uniformed Security
 July 2012 – 2013: Logos Technologies, Afghanistan, Country Operations Lead, Aerial Surveillance*

EDUCATION
Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

Montcalm Community College, Sydney Michigan, Corrections Certificate, 2002

CERTIFICATIONS
Information required should include: type of certification and date completed/received.

*Fusion Liaison Partner, Nevada Threat Analysis Center, 5/2017
 Graduate – Operations University, Allied Universal, 2016
 Threat Vulnerability Assessment, Arizona Counter Terrorism Center, 2008
 Terrorism Liaison Officer, Arizona Counter Terrorism Center, 2008
 Police Officer, Arizona Law Enforcement Academy, 2006*

REFERENCES
A maximum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

*Adam Crandall, General Manager, Allied Universal, 702-301-4993, 702-736-2937
 Brent Combs, Branch Manager, Allied Universal, 480-389-8291, 702-736-2937
 Steve McCoy, Business Development Manager, Allied Universal, 702-544-8396, 702-736-2937*

PROPOSED STAFF RESUME FOR RFP 3455

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	<i>Universal Protection Service, LLC d/b/a Allied Universal Security Services</i>
--	---

Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff.			
Contractor:	<input checked="" type="checkbox"/>	Subcontractor:	<input type="checkbox"/>

The following information requested pertains to the individual being proposed for this project.			
Name:	<i>Ronald Bratsch</i>	Key Personnel: (Yes/No)	<i>Yes</i>
Individual's Title	<i>Account Manager – State of Nevada - Reno</i>		
# of Years in Classification:	<i>1.5</i>	# of Years with Firm:	<i>1.5</i>

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE
Information should include a brief summary of the proposed individual's professional experience.

Manager all operational and financial aspects of the State of Nevada Security Officer Reno contract. Extensive management background in operations and training. Previous Corrections Officer, Security Corporation President / Owner, Reserve Police Officer, United States Marine Corps Veteran and Minnesota Army National Guard Veteran.

RELEVANT EXPERIENCE
Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

- *Account Manager - State of Nevada – Allied Universal Security, Reno, NV. 2015-present*
- *Account Manager – Corporate Data Center Shetler Security Services, MN, MN 2014-2015*
- *Corrections Officer – Nevada Department of Corrections, Carson City, NV 2003-2013*
- *President - Airtight Security, Inc., Montclair, CA 1993-2001*
- *United States Marine Corps – MCAS El Toro, CA. 1983-1987*
- *Minnesota Army National Guard – Minneapolis, MN 1981-1983*

EDUCATION
Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

- *WNC, Carson City, NV Accounting financial and managerial college classes 2005 - 2006*

CERTIFICATIONS
Information required should include: type of certification and date completed/received.

- *Public Employees Benefit Program Seminar 2012*
- *Police Officer Standards Training, Carson City, NV 2003*
- *Police Officer Standards Training, Whittier, CA 1993*

REFERENCES
A maximum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

Adam Crandall, General Manager, Allied Universal, 702-301-4993, 702-736-2937
Brent Combs, Branch Manager, Allied Universal, 480-389-8291, 702-736-2937
Steve McCoy, Business Development Manager, Allied Universal, 702-544-8396, 702-736-2937

Section VIII - Other Informational Material

Vendors shall include any other applicable reference material in this section clearly crossed referenced with the proposal.

A copy of the current contract is attached for ease of reference as per Section IV – State Documents, Attachment B – Vendor Certifications, Proposed Exceptions.

For Purchasing Use Only:
RFP/CONTRACT # 2030/14094

AMENDMENT # 1

TO CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Between the State of Nevada
Acting by and Through Its

Various State Agencies

Monitored By: Department of Administration
Purchasing Division

515 E Musser Street, Suite 300

Carson City NV 89701

Contact: Annette Morfin, Purchasing Officer

Phone: (775) 684-0185 Fax: (775) 684-0188

Email: amorfin@admin.nv.gov

and

AlliedBarton Security Services

777 N. Rainbow Boulevard, Suite 170

Las Vegas NV 89107

Contact: Steve McCoy

Phone: (702) 795-3317 Fax: (702) 776-6489

Email: steve.mccoy@alliedbarton.com

1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable considerations, all provisions of the original contract resulting from Request for Proposal #2030 and dated August 29, 2012, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:
 - A. This Amendment will extend the current contract for an additional two (2) years, which was stated in the original RFP. The new expiration date will be May 31, 2017.
 - B. This Amendment will also increase the total contract amount by \$8,000,000.00 to a total contract amount of \$16,000,000.00.

Current Contract Language:

2. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval (anticipated to be April 9, 2013).

Effective from:	June 1, 2013	To:	May 31, 2015
-----------------	--------------	-----	--------------

3. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

Total Contract or installments payable at:	Variable – See Attachment CC
--	------------------------------

Total Contract Not to Exceed:	\$8,000,000.00
-------------------------------	----------------

Amended Contract Language:

4. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval (anticipated to be April 9, 2013).

Effective from:	June 1, 2013	To:	May 31, 2017
-----------------	--------------	-----	--------------

5. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:


Total Contract or installments payable at:	Variable – See Attachment CC
--	------------------------------

Total Contract Not to Exceed:	\$16,000,000.00
-------------------------------	-----------------

6. **INCORPORATED DOCUMENTS.** Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.
7. **REQUIRED APPROVAL.** This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

 3/27/15 VP/GM
Independent Contractor's Signature Date Independent Contractor's Title

 3/30/15 Dep Administrator
Signature Date Title


Signature Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On: 5/12/15
Date

Approved as to form by:

 31 May 15
Deputy Attorney General for Attorney General Date

EXHIBIT A

OE

**RETURN TO
 PURCHASING**

**RETURN TO
 PURCHASING**

For Board Use Only

Date: 4-9-13

MSA#

CONTRACT SUMMARY

(This form must accompany all contracts submitted to the Board of Examiners (BOE) for review and approval)

DESCRIPTION OF CONTRACT

1. Contract Number: 14094

Agency Name: MASTER SERVICE AGREEMENTS	Legal Entity Name: AlliedBarton Security Services
Agency Code: MSA	Contractor Name: AlliedBarton Security Services
Appropriation Unit: 9999 - All Categories	Address: 1515 E. Tropicana Ave. Ste 680
Is budget authority available?: Yes	City/State/Zip: Las Vegas, NV 89119
If "No" please explain: Not Applicable	Contact/Phone: Steve McCoy 702-795-3317
	Vendor No.: T32002079
	NV Business ID: NV20061007127

To what State Fiscal Year(s) will the contract be charged? **2013-2015**
 What is the source of funds that will be used to pay the contractor? Indicate the percentage of each funding source if the contractor will be paid by multiple funding sources.

General Funds	0.00 %	Fees	0.00 %
Federal Funds	0.00 %	Bonds	0.00 %
Highway Funds	0.00 %	X Other funding	100.00 % Various

Agency Reference #: 2030 - AM

2. Contract start date:

a. Effective upon Board of Examiner's approval? **Yes** or b. other effective date: **NA**

Anticipated BOE meeting date **04/2013**

Retroactive? **No**

If "Yes", please explain

Not Applicable

RECEIVED

MAR 04 2013

DEPARTMENT OF ADMINISTRATION
 OFFICE OF THE DIRECTOR OF
 PURCHASING AND FINANCIAL SERVICES

3. Termination Date: **05/31/2015**
 Contract term: **2 years and 60 days**

4. Type of contract: **MSA**
 Contract description: **Security Guards**

5. Purpose of contract:

This is a new contract to provide uniformed security guards to various State agencies. This contract will also provide random patrol stops to various State agencies.

6. NEW CONTRACT

The maximum amount of the contract for the term of the contract is: **\$8,000,000.00**
 Other basis for payment: Various rates per required task, see contractor's cost proposal.

JUSTIFICATION

7. What conditions require that this work be done?

Agencies that routinely have contact with the public may have a need for the presence of uniformed security services.

8. Explain why State employees in your agency or other State agencies are not able to do this work:

Capitol Police does not have the resources to perform this service for all agencies needing this type of service.

9. Were quotes or proposals solicited? **Yes**

Was the solicitation (RFP) done by the Purchasing Division? **Yes**

a. List the names of vendors that were solicited to submit proposals (include at least three):

**U.S. Security Associates, Inc.
 G4S Secure Solutions
 Global Security Concepts
 ESI Security Services**

b. Solicitation Waiver: Not Applicable

c. Why was this contractor chosen in preference to other?

Pursuant to RFP 2030, and in accordance with NRS 333, the selected vendor was the highest scoring proposer as determined by an independently appointed evaluation committee.

d. Last bid date: 08/29/2012 Anticipated re-bid date: 08/15/2014

10. Does the contract contain any IT components? No

I. OTHER INFORMATION

11. a. Is the contractor a current employee of the State of Nevada or will the contracted services be performed by a current employee of the State of Nevada?

No

b. Was the contractor formerly employed by the State of Nevada within the last 24 months or will the contracted services be performed by someone formerly employed by the State of Nevada within the last 24 months?

No

c. Is the contractor employed by any of Nevada's political subdivisions or by any other government?

No If "Yes", please explain

Not Applicable

12. Has the contractor ever been engaged under contract by any State agency?

Yes If "Yes", specify when and for which agency and indicate if the quality of service provided to the identified agency has been verified as satisfactory:

College of Southern Nevada (CSN) 2004-2008 - Service was satisfactory

13. Is the contractor currently involved in litigation with the State of Nevada?

No If "Yes", please provide details of the litigation and facts supporting approval of the contract:

Not Applicable

14. The contractor is not registered with the Nevada Secretary of State's Office because the legal entity is a:

Other

They are registered with the Secretary of State's office as a Foreign Limited-Liability Company

15. a. Is the Contractor Name the same as the legal Entity Name?

Yes

16. a. Does the contractor have a current Nevada State Business License (SBL)?

Yes

17. a. Is the legal entity active and in good standing with the Nevada Secretary of State's Office?

Yes

18. Agency Field Contract Monitor:

Ph:

19. Contract Status:

Contract Approvals:

Approval Level	User	Signature Date
Budget Account Approval	ldeloach	02/27/2013 15:05:00 PM
Division Approval	ldeloach	02/27/2013 15:05:03 PM
Department Approval	ktarter	03/01/2013 10:41:29 AM
Contract Manager Approval	amorfin	03/01/2013 11:38:08 AM
Budget Analyst Approval	Pending	
BOE Agenda Approval	Pending	
BOE Final Approval	Pending	

For Purchasing Use Only: RFP/Contract #2030/14094
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CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
A Contract Between the State of Nevada
Acting by and Through Its

Various State Agencies
Monitored By: Department of Administration
Purchasing Division
515 E Musser Street, Suite 300
Carson City NV 89701
Contact: Annette Morfin, Purchasing Officer
Phone: (775) 684-0185 Fax: (775) 684-0188
Email: amorfin@admin.nv.gov

and

AlliedBarton Security Services
1515 E. Tropicana Avenue, Suite 680
Las Vegas NV 89119
Contact: Steve McCoy
Phone: (702) 795-3317 Fax: (702) 795-3646
Email: steve.mccoy@alliedbarton.com

WHEREAS, NRS 333.700 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners (BOE), services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. **DEFINITIONS.**
 - A. "State" -- means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
 - B. "Independent Contractor" -- means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
 - C. "Fiscal Year" -- is defined as the period beginning July 1st and ending June 30th of the following year.
 - D. "Current State Employee" -- means a person who is an employee of an agency of the State.
 - E. "Former State Employee" -- means a person who was an employee of any agency of the State at any time within the preceding 24 months.
3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval (anticipated to be April 9, 2013).

Effective from:	June 1, 2013	To:	May 31, 2015
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4. **NOTICE.** Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of termination for default, or notice of termination without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, posted prepaid on the date posted, and addressed to the other party at the address specified above.
5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	NEGOTIATED ITEMS
ATTACHMENT BB:	INSURANCE SCHEDULE
ATTACHMENT CC:	COST SCHEDULE
ATTACHMENT DD:	RFP 2030 and AMENDMENT I
ATTACHMENT EE:	CONTRACTOR'S RESPONSE

A Contractor's attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in Section 5, *Incorporated Documents* at a cost as noted below:

Total Contract or installments payable at:	Variable – See Attachment CC
Total Contract Not to Exceed:	\$8,000,000.00

The contractual authority, as identified by the not to exceed amount, does not obligate the State of Nevada to expend funds or purchase goods or services up to that amount; the purchase amount will be controlled by the individual using agency's purchase orders or other authorized means of requisition for services and/or goods as submitted to and accepted by the contractor.

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a state claim pursuant to NRS 353.097, will subject the Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a state claim and that this amount will be deducted from the state claim payment due to the Contractor.
9. **INSPECTION & AUDIT.**
 - A. **Books and Records.** Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.

C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **CONTRACT TERMINATION.**

A. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.

B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the state Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

C. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

- 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
- 2) If any State, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
- 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
- 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
- 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

D. Time to Correct. Termination upon declared default or breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

- E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:
- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
 - 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
 - 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.
11. **REMEDIES**. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation one hundred and twenty-five dollars (\$125.00) per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that the Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.
12. **LIMITED LIABILITY**. The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to consequential, incidental, indirect or punitive damages or damages for lost profits. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed one hundred and fifty percent (150%) of the Contract maximum "not to exceed" value. For claims arising out of Contractor's rendition of "Remote Alarm Services" or "Non-Dedicated Vehicle Patrol Services" to any location that is not staffed by onsite Contractor personnel assigned to such location on a dedicated basis, Contractor's liability for negligence or for any cause of action premised upon the Contractor's failure to exercise reasonable care, the Contractor's liability shall be subject to the limitations for Contract liability as stated above. Contractor's liability for gross negligence or intentional torts in connection with Remote Alarm Services or Non-Dedicated Vehicle Patrol Services shall not be limited. For claims not arising out of Remote Alarm Services or Non-Dedicated Vehicle Patrol Services, Contractor's tort liability shall not be limited.
13. **FORCE MAJEURE**. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
14. **INDEMNIFICATION**. Contractor shall indemnify, hold harmless and defend the State, its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "Claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property to the extent caused, or alleged to be caused, in whole or in part, by the negligent acts or omissions or willful misconduct of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. The State may participate in any litigation with separate counsel at the State's expense. This indemnity includes any Claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except to the extent Claims arise from the negligent acts or omissions or willful misconduct of the Indemnitee, be indemnified by Contractor from and against any all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation

against the State, its officers, officials and employees for losses arising from the work performed by the Contractor for the State.

15. **INDEPENDENT CONTRACTOR.** Contractor is associated with the State only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all coverage provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the State and Contractor shall evaluate the nature of services and the term of the Contract negotiated in order to determine "independent contractor" status, and shall monitor the work, relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

	QUESTION	CONTRACTOR'S INITIALS	
		YES	NO
1.	Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?	When MS Where MS	How MS
2.	Will the Contracting Agency be providing training to the independent contractor?		MS
3.	Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?		MS
4.	Are any of the workers who assist the independent contractor in performance of his/her duties employees of the State of Nevada?		MS
5.	Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)?	MS	
6.	Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform?		MS
7.	Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State?		MS

16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor, as an independent contractor and not an employee of the State, must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment BB*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Contracting Agency of the State, and
- 2) The State has approved the insurance policies provided by the Contractor.

Prior to approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance

shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

A. Insurance Coverage. The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Attachment BB*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until:

- 1) Final acceptance by the State of the completion of this Contract; or
- 2) Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

B. General Requirements.

- 1) Additional Insured: By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract, to the extent of the insurance limits agreed to in this Contract.
- 2) Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.
- 3) Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor may contain deductibles or self-insured retentions. Such deductibles or self-insured retentions shall not relieve Contractor from the obligation to pay any loss or claim for which Contractor is responsible under this Contract. Any deductibles or self-insured retentions must be declared to and approved by State Risk Management. Approval of such will not be unreasonably withheld upon Contractor demonstration of financial capacity to carry said deductibles. Payment of deductibles and self-insured retentions shall be the sole responsibility of the Contract.
- 5) Policy Cancellation: Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) Approved Insurer: Each insurance policy shall be:
 - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

Prior to the start of any work, Contractor must provide the following documents to the contracting State agency:

- 1) Certificate of Insurance: The Acoed 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate

must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the State with replacement certificates as described within *Section 16A, Insurance Coverage*.

Mail all required insurance documents to the State Contracting Agency identified on Page one of the Contract.


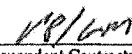
- 2) Additional Insured Endorsement: An Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16 B, General Requirements*.
 - 3) Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.
17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any State, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.
 18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
 19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
 20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
 21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark, or copyright protection.
 22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.



23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract:
- A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt 67, Section 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
 - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
- A. Any federal, State, county or local agency, legislature, commission, council or board;
 - B. Any federal, State, county or local legislator, commission member, council member, board member, or other elected official; or
 - C. Any officer or employee of any federal, State, county or local agency; legislature, commission, council or board.
26. **WARRANTIES.**
- A. General Warranty. Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry, shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
 - B. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State.
27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
28. **NOTIFICATION OF UTILIZATION OF CURRENT OR FORMER STATE EMPLOYEES.** Contractor has disclosed to the State all persons that the Contractor will utilize to perform services under this Contract who are Current State Employees or Former State Employees. Contractor will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this Contract without first notifying the Contracting Agency of the identity of such persons and the services that each such person will perform, and receiving from the Contracting Agency approval for the use of such persons.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Contract, including, at the State's option, the right to control any such litigation on such claim for relief or cause of action. Contractor shall require any subcontractors hired

to perform any of Contractor's obligations under this Contract to irrevocably assign to the State, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Contract, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action.

30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.
31. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

 2/21/13 
Allied Barton Security Services Date Independent Contractor's Title
Independent Contractor's Signature

 2/27/13 
Greg Smith Date Administrator, Purchasing Division
Signature - State of Nevada

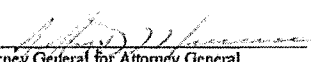
Signature Date Title

Signature Date Title

 APPROVED BY BOARD OF EXAMINERS
Signature - Board of Examiners

On: 4-9-13
Date

Approved as to form by:


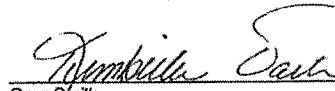
 On: April 13
Deputy Attorney General for Attorney General Date

ATTACHMENT AA
NEGOTIATED ITEMS

ATTACHMENT AA
NEGOTIATED ITEMS
CONTRACT NEGOTIATION DOCUMENT
NEGOTIATION DOCUMENT FOR RFP 2030
MASTER SERVICE AGREEMENT
UNIFORMED SECURITY GUARDS
ALLIEDBARTON SECURITY SERVICES

Clarification regarding paragraph 3.8.1.1 in RFP 2030. The language remains as is; however, contractor may make suggestions to the agency regarding post staffing levels. The agency has the final determination of staffing requirements, not the contracted vendor.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

 AlliedBarton Security Services	<u>2/21/13</u> Date	<u>VP/GM</u> Independent's Contractor's Title
 Greg Smith Signature - State of Nevada	<u>2/27/13</u> Date	<u>do</u> Administrator, Purchasing Division

ATTACHMENT BB
INSURANCE SCHEDULE

ATTACHMENT BB
INSURANCE SCHEDULE

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$5,000,000
• Products – Completed Operations Aggregate	\$5,000,000
• Personal and Advertising Injury	\$5,000,000
• Each Occurrence	\$5,000,000

- a. The policy shall be endorsed to include errors and omissions coverage.
- b. Policy shall be endorsed to include master key coverage.
- c. Policy shall be endorsed to include coverage for "care-custody-control" of property of others.
- d. Policy shall include coverage for the operation of mobile equipment (if required as part of the Scope of Services).
- e. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, to the extent of the insurance limits agreed to in this Contract".

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada shall be named as an additional Insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor, to the extent of the insurance limits agreed to in this Contract".

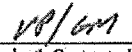
3. **Worker's Compensation and Employers' Liability**


Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000


- a. Policy shall contain a waiver of subrogation against the State of Nevada.
 - b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.
4. **Fidelity Bond or Crime Insurance**
- | | |
|----------------------|----------------|
| Bond or Policy Limit | \$1,000,000.00 |
|----------------------|----------------|
- a. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
 - b. The bond or policy shall include coverage for third party fidelity.
 - c. The bond or policy shall include coverage for extended theft and mysterious disappearance.
 - d. The bond or policy may contain a condition requiring notification of law enforcement.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to Nevada State Purchasing Division, Attention: Annette Morfin, 515 E. Musser Street, Suite 300, Carson City, NV 89701.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to Nevada State Purchasing Division, Attention: Annette Morfin, 515 E. Musser Street, Suite 300, Carson City, NV 89701. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.


Allied Barton Security Services
Date 2/21/13


Independent's Contractor's Title


Greg Smith
Signature - State of Nevada
Date 2/27/13


Administrator, Purchasing Division

ATTACHMENT CC
COST SCHEDULE




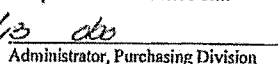
ATTACHMENT CC

COST SCHEDULE

Category	Year 1 06/01/13 – 05/31/14	Year 2 06/01/14 – 05/31/15	Optional Year 3 06/01/15 – 05/31/16	Optional Year 4 06/01/16 – 05/31/17
Regular Shift – Armed (Bill Rate per Hour)	\$24.46	\$24.98	\$25.60	\$26.24
Regular Shift – Unarmed (Bill Rate per Hour)	\$19.12	\$19.64	\$20.13	\$20.63
Overtime/Holiday – Armed (Bill Rate per Hour)	\$33.26	\$33.26	\$34.09	\$34.94
Overtime/Holiday – Unarmed (Bill Rate per Hour)	\$25.93	\$25.93	\$26.58	\$27.24
Special Events – Armed (Bill Rate per Hour)	\$34.24	\$34.24	\$35.10	\$35.98
Special Events – Unarmed (Bill Rate per Hour)	\$26.77	\$26.77	\$27.44	\$28.13
Emergency Shift (Bill Rate per Hour)	\$34.24	\$34.24	\$35.10	\$35.98
Vehicle Patrol (Break out all costs below)	\$34.89	\$35.41	\$36.30	\$37.21
Random Marked Vehicle Stops (Break our all costs below)	\$18.00	\$18.52	\$18.98	\$19.45

Category	Provide Detailed Information Regarding Rates
Vehicle Patrol	Armed Officer Rate + Estimated Vehicle Expense
Random marked Vehicle Stops	Armed Office Rate + Estimated Vehicle Expense/Total Estimated Patrol Hits
Special Events/Emergency	Officer Rate x 1.4 (accounts for overtime pay at 1.5)
Overtime/Holiday	Officer Rate + Overtime premium wage x 1.1
Regular Shift – Armed (Bill Rate per Hour)	Includes officer salary, benefits, payroll taxes, wage taxes, insurance, worker's compensation, 401K, life insurance, equipment, consumables, overhead and profit. Please see contractor's Cost Proposal in Attachment EE for further details.
Regular Shift – Unarmed (Bill Rate per Hour)	Includes officer salary, benefits, payroll taxes, wage taxes, insurance, worker's compensation, 401K, life insurance, equipment, consumables, overhead and profit. Please see contractor's Cost Proposal in Attachment EE for further details.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

 2/21/13
 Allied Barton Security Services Date
 2/27/13
 Greg Smith Date
 Signature – State of Nevada
 10/6/11
 Independent's Contractor's Title
 doo
 Administrator, Purchasing Division

RFP/CONTRACT #2030/14094

**ASSIGNMENT OF CONTRACT
AMENDMENT # 2**

Between the State of Nevada
Acting by and Through Its

Various State Agencies
Monitored By: Department of Administration
Purchasing Division
515 E Musser Street, Suite 300
Carson City NV 89701
Contact: Annette Morfin, Purchasing Officer
Phone: 775-684-0185 Fax: 775-684-0188
Email: amorfin@admin.nv.gov

and

AlliedBarton Security Services (Assignor)
4000 South Eastern Ave Suite 210
Las Vegas NV 89119
Contact: Steve McCoy
Phone: (702) 795-3317 Fax: (702) 736-2937
Email: Steve.McCoy@aus.com

and

Universal Protection Service, LLC (Assignee)
dba Allied Universal Security Services
4000 South Eastern Ave Suite 210
Las Vegas NV 89119
Contact: Steve McCoy
Phone: (702) 795-3317 Fax: (702) 736-2937
Email: Steve.McCoy@aus.com

- I. **AMENDMENTS.** All provisions of the original contracted date April 9, 2013 remain in full force and effect with the exception of the following:
 - a. **Assignment.** Assignor, for and in consideration of the sum of one dollar (\$1), hereby transfers, assigns and delegates all right, title and interest in the original contract to Assignee. Assignee hereby accepts the foregoing transfer, assignment and delegation of the original contract and of all right, title and interest accrued, or to accrue, in, to and under the original contract, and hereby covenants to perform all of the terms, conditions and agreements therein contained on its part to be performed. Assignee, in consideration of the assignment and the foregoing consent to it, unconditionally and irrevocably assumes the obligations of the original contract and its specifications, as well as any and all obligations and liabilities of Assignor, presently accrued or that may accrue, under and in connection with the original contract, or the performance or failure of performance of, equally and effectually, in all respects, as if Assignee had been originally, and at all later times hereafter, the second party to the original contract, in the place and stead of Assignor, and as if any and all acts, omissions or defaults of Assignor to date had been the acts, omissions or defaults of Assignee.

- b. State Assent. The State hereby ratifies and assents to Assignors' transfer and assignment of all rights and delegation of the performance of all obligations under the original contract to Assignee. All terms, conditions and agreements of the original contract shall be binding upon Assignee as successor in interest to Assignor.
 - c. Notice. All notices or other communications required or permitted to be given under the original contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the Assignee at the address set forth above.
 - d. Insurance. Assignee, as an independent contractor and not an employee of the State, must provide policies of insurance in amounts set forth in the original contract and pay all taxes and fees incident hereunto. The State shall have no liability except as specifically provided in the original contract. The State shall be named as an additional insured or a loss payee as appropriate on any and all insurance policies taken by Assignee. Assignee shall not commence work before:
 - i. Assignee has provided the required evidence of insurance to the Contracting Agency of the State, and
 - ii. The State has approved the insurance policies provided by Assignee.

Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Assignee shall provide policies of insurance in amounts set forth in the original contract.
 - e. **Amendment #2 will also extend the current contract for an additional four (4) months to September 30, 2017. All else remains the same.**
2. INCORPORATED DOCUMENTS. Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this assignment.
 3. REQUIRED APPROVAL. This assignment of and amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this assignment of and amendment to the original contract to be signed and intend to be legally bound thereby.

[Signature] 2/16/17 Regional Vice President
Independent Contractor's Signature Date Independent Contractor's Title
On behalf of Assignor

[Signature] 2/16/17 President
Independent Contractor's Signature Date Independent Contractor's Title
On behalf of Assignee

Signature on behalf of Contracting Agency Date Title

Signature Date Title

APPROVED BY BOARD OF EXAMINERS

Signature - Board of Examiners

On: _____
Date

Approved as to form by:

On: _____
Date

Deputy Attorney General for Attorney General

A copy of the Allied Universal Firearm Policy, Use of Force Policy, Sexual Harassment & Discrimination Policy, and Drug-Free Workplace Policy is attached as per Section V – Scope of Work, 2.8.8.5 Policies.

Allied Universal Security Services Policy Statement

Legal – Firearms, Less Lethal Weapons, Defensive Tactics and Equipment Policy

DATE REVISED: 8/15/2016
SOURCE: Legal Department
PREPARED BY: James C. Grant; Director, Firearms and Use of Force
Policy: Y
Procedure: Y

Purpose:

To articulate policy and procedures concerning the purchase, storage, transportation, and use, of firearms and less lethal weapons, defensive tactics training and equipment.

Person(s) Responsible:

Division Presidents
Region Presidents
Region Vice Presidents
Branch Managers (or similar)
Client Value Managers (or similar)

References:

Use of Force and Reporting Policy – This policy shall be read and understood in conjunction with the Use of Force and Reporting Policy.

Scope of Employees Covered:

This policy applies to all employees of Allied Universal Security Services who will be assigned less lethal weapons, defensive tactics equipment or defensive tactics training or who will be assigned or will have access to firearms or ammunition.

I. Armed Accounts

The Company may provide services using Armed Security Professionals where requested by the client. Such a determination shall be made by both the Region President of the relevant Region in consultation with the Legal Services Group. The decision must be based on the circumstances surrounding the particular account which may include an existing relationship with the prospect, the type of facility and level of security required, type of facilities to be secured, wage rate, local licensing laws, local crime conditions, and the ability of the service team to meet security objectives and comply with this Policy.

This policy shall govern any job where firearms, defensive tactics training, working dogs, less lethal weapons or defensive tactics tools will be deployed, including healthcare facilities where patient restraints will be applied.

II. Armed Security Professional

Compliance with this policy, especially the firearms safety requirements and deadly force policy set forth in this document, is a condition of employment for Armed Security Professionals. Only those employees authorized under this Policy may be issued a weapon by the Company, or carry a personally-owned weapon while performing their job. Any employee, regardless of position, who has access to firearms or ammunition will need to comply with the provisions of this policy.

A. Employment Standards

All Armed Security Professionals must meet Allied Universal's general hiring, background, and security officer training standards. Additionally, Armed Security Professionals are required to meet all federal, state, and local laws and regulations with respect to firearms and less lethal weapons possession, training, and qualification. Where required by regulation, Armed Security Professionals must possess a current license and/or gun permit to carry a firearm.

No Allied Universal armed officer shall appear for duty, possess, or have under their control, company weapons while under the influence of drugs or alcohol, including any prescription medications that may impair judgment or performance of the employee. Any questions regarding the drug and alcohol policy, including prescription drugs, should be directed to your local Human Resource representative.

When staffing armed posts, recruiting personnel should prioritize hiring current, former, or retired sworn law enforcement/peace officers, former members of the military, or others who have demonstrated proficiency in handling firearms, less lethal weapons, and use of force issues through prior successful employment as an armed security officer.

An Armed Security Professional job description has been created and is available on SharePoint.

A.1 Armed Security Professional Certifications

In order for authorized personnel to carry or have access to firearms, ammunition, less lethal weapons or other defensive tactics equipment, it is first required that such employees execute certain certifications and/or acknowledgements:

For any employee who will have access to less lethal weapons or other defensive tactics training or equipment, including patient restraint:

Use of Force Policy Acknowledgement – acknowledges having read and understood the Company's Use of Force and Reporting Policy

The original copies of these forms will be filed in the employee's personnel file. (Note: it is no longer necessary that these signed forms be submitted to the Legal Services Group.)

For any employee who will have access to firearms or ammunition:

Prohibited Person/Domestic Violence Certification – requires disclosure of any misdemeanor crime of domestic violence which would prohibit the possession of a firearm or ammunition as specified in section A.3 below;

Use of Force Policy Acknowledgement – acknowledges having read and understood the Company's Use of Force and Reporting Policy;

Firearms Acknowledgment – acknowledges receipt of an assigned, company-owned firearm or use of a personally-owned or department-issued firearm and related policy governing each.

All of these certification can be found in the "Armed Officer Certification and Acknowledgement Form."

For employees who transport and store company-owned weapons off the work site ("take-home weapons"):

All of the foregoing, and the Firearm Home Storage Acknowledgement – sets forth terms and conditions for transportation and home-storage of company-owned weapons.

A.2 Federal Gun Control Act

Branch Managers are required to obtain a signed Prohibited Persons/Domestic Violence Certification¹ in compliance with the Gun Control Act from all employees who may be authorized to carry, or have access to a firearm and/or ammunition. Any employee who acknowledges having been convicted of a crime of domestic violence as defined in the statute, or answers "not certain" of such a conviction, is not permitted to carry a firearm and/or ammunition for the Company.

A.3 Training Requirements

As a condition of employment in a role governed by this Policy, employees will be required to meet state, county, or municipal licensing and firearms training and qualification requirements with the firearm, less lethal weapon, or other defensive tactics tool he or she will carry or have access to, as well as all mandated periodic classroom and re-qualification courses. Similarly, employees will be required to meet state, county, or municipal training requirements governing the use of less lethal weapons, such as a baton or O.C spray before being authorized to carry such weapons.

Employees will be required to complete such training as may be required from time to time by Allied Universal. Evidence of successful completion of required training, (e.g., a certificate of completion,) must be provided by the employee before being authorized to carry a firearm or less lethal weapon. This documentation must be maintained in the employee's personnel file, and must be renewed as required.

Under certain conditions, some regulatory authorities exempt current or former sworn law enforcement / peace officers from their firearms and less lethal weapons training requirements. Employees granted such an exemption or waiver, or who are eligible for such an exemption by regulation, must provide evidence of such exemption, waiver, or eligibility before being authorized to carry a firearm or less lethal weapon as an armed security officer. Copies of such exemptions, waivers, training certificates, or documents satisfying the eligibility / exemption requirement must be maintained in the employee's personnel file.

¹ It is a felony under the federal Gun Control Act of 1968, Title 18 U.S.C. § 922(g) (9), for any person convicted of a Misdemeanor Crime of Domestic Violence to possess a firearm or ammunition. A "Misdemeanor Crime of Domestic Violence" as defined in the Act means an offense that:

- (1) is a misdemeanor under Federal or State law; and
- (2) has, as an element, the use or attempted use of physical force, or the threatened use of a deadly weapon; and
- (3) was committed by a current or former spouse, parent, or guardian of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, parent, or guardian, or by a person similarly situated to a spouse, parent, or guardian of the victim.

This definition includes all misdemeanors that involve the use or attempted use of physical force, (e.g., simple assault, assault and battery,) if the offense is committed by one of the defined parties. This is true whether or not the state statute or local ordinance specifically defines the offense as a domestic violence misdemeanor. For example, a person convicted of a misdemeanor assault against his or her spouse would be prohibited from receiving or possessing firearms or ammunition.

Employees may not use a company-assigned weapon for activities that are not directly work related, including training or practice that is not required under this policy, and organized and supervised by Allied Universal personnel.

A.4 Accountability

Managers at every level in both remote managed and account managed segments will be held accountable for compliance with this policy.

Allied Universal Armed Security Professionals will likewise be held accountable for meeting all relevant licensing and training requirements governing their licensure. Allied Universal Armed Security Professionals also have an affirmative obligation to notify Company management of any arrest or similar action/event that may be cause for suspension and/or revocation of their license. Failure to meet all relevant licensing and training requirements, or failure to notify management of potentially disqualifying events, will be cause for disciplinary action up to, and including, termination.

III. Authorized Less-Lethal Weapons

The following less lethal weapons are authorized for use by Allied Universal security officers with client and Legal Services Group approval:

- O.C. Spray
- a collapsible or straight baton measuring 18 to 26 inches
- Electronic Control Devices (i.e. stun devices, Taser) when expressly authorized by the Division President and General Counsel in consultation with the Legal Services Group. (If authorized, Division Presidents, RP's, Branch Managers, Account Managers, and Security Professionals themselves will be held accountable for meeting all relevant state, county, and municipal laws and regulations, including but not limited to training standards, governing the possession and use of stun Electronic Control Devices.)

Equipment other than those described above, such as a flashlight, portable radio, or handcuffs may not be used as a less lethal weapon except in an extreme emergency wherein the failure to overcome resistance and achieve control could reasonable lead to severe bodily injury or death to the officer or another.

IV. Less-Lethal Weapons Purchase, Transportation, Storage and Disposal

A. Purchase/Sourcing

Less lethal weapons and defensive tactics equipment shall be purchased through ProcureIT and in compliance with policies and guidance issued by the Strategic Sourcing Department.

B. Transportation

In the event that state, county, or local law and regulations permit an Armed Security Professional to transport less lethal weapons from home to/from a client location in the performance of his/her duties, and based upon sound business rationale and practical considerations, said officers may store less lethal weapons or defensive tactics equipment at home.

Local management teams shall maintain control over all less lethal weapons and defensive tactics tools and secure them in a manner that will minimize the likelihood of loss, misappropriation or misuse.

V. Authorized Firearms and Ammunition

A. Company-Issued Firearms

Unless in conflict with state, county, or municipal regulations, the standard Company-issued firearms and calibers are:

- Glock 17/19 9MM
- Glock 22/23 .40S&W
- Smith & Wesson M&P 9MM/.40S&W
- Smith & Wesson Model 64, with a 4 inch barrel in .38 caliber

Additionally, company owned weapons issued prior to proscription by this or any prior policy revision date will be considered in compliance with this policy.

Any firearm carried during the scope of company business shall have a round in the chamber. Firearms in secured storage for immediate use (i.e. a safe or vehicle secured storage rack) shall have a loaded magazine but no round in the chamber.

Some client operations may require use of other firearms or conditions of readiness. These exceptions must be communicated to the Legal Services group for approval.

B. Personally-Owned Weapons

Where consistent with state, county, or municipal laws or regulations governing firearms, less lethal weapons, and ammunition to be carried by licensed Armed Security Professionals, certain employees may be authorized to carry personally owned or departmental issued firearms, less-lethal weapons, and corresponding ammunition.

In accordance with this policy, officers may carry personally-owned firearms/weapons ("POW") that meet the following criteria:

- Revolvers must have a barrel length of 4 inches, and a capacity of at least 6 rounds.
- Semi-automatic pistols must have a barrel length between 3.8 inches and 5 inches and a magazine capacity of 10-19 rounds.
- Single action only weapons of any kind are expressly prohibited (i.e. single action revolvers, 1911 semi-automatic pistols, Browning pistols).
- The personally owned weapon must be of modern design and be made by a recognized manufacturer of law enforcement handguns (i.e. Glock, Smith and Wesson, Colt, Sig Sauer, Berretta) and have a passive firing pin block or similar internal safety mechanisms.
- The personally owned firearm must be in .38, .357, 9MM, .357 SIG, .40S&W, or .45ACP caliber.
- The personally owned weapon must be in good repair and be capable of being used reliably while on duty. Weapons that have been modified for competition are not acceptable.
- The personally owned weapon must have no defects or modifications from its original design and manufacture that affect external or internal safety mechanisms or that may jeopardize the safe handling, operation or storage of the weapon.
- The employee carrying a personally owned firearm must supply his own duty gear including duty belt, holster with at least Level 2 retention, and spare ammunition carrying devices (magazines, speed loaders) and carrying pouches for the duty belt. The Level 2 holster must also cover the trigger/trigger guard and any exposed hammer (i.e. thumb break holster strap).
- Local management teams must use an Allied Universal firearms instructor or district manager to verify that these personally owned firearms and equipment meet the requirements of this policy

An employee may not use a weapon in the course and scope of Company business that is not owned by that employee, the Company or the Client.

C. Ammunition

Ammunition shall meet the following requirements:

- Any state code and/or regulation that specify firearms and ammunition must be followed.
- Only factory manufactured ammunition suitable for use by law enforcement officers should be used. Generally, this ammunition should be of a similar nature to that of your local law enforcement agencies or be similar to the ammunition already mentioned in this policy.
- Only “factory-fresh” brand name ammunition may be utilized. Ammunition will be replenished in accordance with the manufacturer’s recommendations, annually at minimum
- Employees may train with different ammunition configurations (i.e. training ammo) but must qualify with their duty ammunition.
- As referenced earlier, duty ammunition must be rotated at least annually. When possible, the employee or district office should use this ammunition for training purposes.
- The local management team shall account for all issued ammunition. Employees shall account for and return any issued duty ammunition.
- To better control the ammunition inventory, employees should only be issued the numbers of rounds that they need for duty use. For instance an employee equipped with a revolver, may be issued 18 rounds of ammunition, 6 to load the weapon to capacity and 12 rounds to be carried in speed loaders. If the employee is issued a semi-automatic pistol, they should be issued the number of rounds to fill their magazines to capacity, plus one extra round to top of the magazine after a round has been chambered.
- Due to the physical stresses placed upon ammunition during the administrative loading and unloading procedure, weapon custodians must constantly monitor the state of their assigned ammunition and check for physical defects on the round that is being loaded and unloaded from the weapon. Rounds that have been subject to repeated loading and unloading should be taken out of service or show signs of physical defects should be taken out of service. Defective rounds can cause weapons malfunctions.

V. Duty Gear

Duty gear shall consist of the following:

- Appropriate duty belt and belt keepers.
- Carrying pouches or holders appropriate to the size of the gear (OC spray, handcuffs, baton, Taser, etc.) intended to be stored in it
- For firearms, a holster with at least Level 2 retention, and spare ammunition carrying devices (magazines, speed loaders). The Level 2 holster must also cover the trigger/trigger guard and any exposed hammer (i.e. thumb break holster strap). The holster shall be belt-mounted, outside the waist band and positioned on the strong side of the body.

VI. Firearm Discharge Reporting

A. Notification Requirements

In all shootings by an Allied Universal armed security officer, whether intentional or unintentional (including accidental discharges), notification shall be made immediately to the relevant Account and Branch Office Managers, Region Vice President, Region President, Division President, and to the Legal Services Group. Where injury has occurred to any person, the Division President and/or General Counsel will further seek to notify the company Senior Executive Committee and President/CEO. This requirement relates to all company-owned weapons, whether the shooting was on-duty or off and any on duty shooting involving personally owned weapons. If an officer is involved in an off-duty shooting with a personally-owned weapon, local management should investigate the event to extent practical under the circumstances, and in any event, in consultation with human resources and the Legal Services Group, make a determination as to whether the officer involved remains eligible to fill an armed post and is fit to return to duty.

Branch Office management will manage compliance with notification requirements specified by all relevant state, local, and county private security licensing and regulatory authorities, including the filing of any firearms discharge reports if required by local authorities. Within 24 hours of all shooting incidents, whether intentional or accidental (including accidental discharges), Security Professionals and their Supervisors will complete a "Preliminary Report of Firearms Discharge" report. Within 48 hours, the District Managers must approve and submit the report to the Legal Services Group with copies to the relevant Division President and Region President.

B. Response

B.1 Line-of-Duty Shootings

In all shootings, whether intentional or accidental, and whether injuries are sustained or not, the company's first responsibility is to ensure that its employees and third parties are well cared for. The relevant account manager will immediately respond to the location of the incident to begin the notification process and monitor any emergency response that might be on going. If the officer has been injured and unable to contact others, his or her family and loved ones should be contacted by a company representative immediately, before press or media accounts of the event appear.

After any shooting incident, whether intentional or accidental, on duty or off, involving a company owned weapon or an on-duty shooting incident involving a personally-owned weapon, the employee must be immediately removed from the operational schedule. The employee will only be returned to operational work assignments once the full investigation has been concluded in consultation with operation's management staff, Human Resources, and the Legal Services Group.

Further, where not prohibited by law or collective bargaining agreement, the Security Professional involved shall be sent for post-incident drug and alcohol testing as part of the investigative process. This should be processed at an approved offsite, third-party vendor location. The results of this drug test shall be included in the shooting investigation report. This should take place as soon as possible once the officer has been released from any investigation by responding authorities.

Security Professionals personally involved in a shooting incident should, in cooperation with the investigating authorities, be removed from the scene as soon as practicable and NOT assigned responsibilities surrounding the investigation into the incident.

In cooperation with LSG personnel, the Branch Manager, Region President, and/or Division President should endeavor to communicate with interested personnel appropriate circumstances involving the incident, instruct on the confidential nature of information, if applicable, and review the terms of the media contact policy. District and regional management may also engage employee assistance/grief counseling resources as circumstances require.

No information should be released to the media without approval of the Division President in coordination with the Corporate Communications Section. Further, the identity of any officer involved in a shooting incident shall not be released to the media without first consulting with Allied Universal Senior Executive Management and General Counsel.

Additionally, if the company owned weapon involved was not taken by a law enforcement agency, it should be taken by the account manager for safe keeping. The officer should be informed that they are being suspended until completion of an investigation into the incident by Allied Universal Management.

B.2 Accidental Discharges – No Injuries

Response to and intervention following an accidental discharge not resulting in injury will be the responsibility of the officer's immediate supervisor and/or Branch Manager. While accidental discharges may result in property damage alone, managers should be sensitive to the psychological effect such incidents may have on the officer involved and his/her fellow employees. As outlined below, an investigation shall be undertaken to determine the factors contributing to the discharge. Managers should be further sensitive to the root cause of any accidental discharge in making a recommendation for remedial training on firearms safety and/or disciplinary action. The Security Professional should be informed that he/she is being suspended until completion of the investigation.

The relevant account and district managers must comply with the response, notification, investigation, and post incident instructions as outlined above in Section A.

VII. Investigation of Intentional or Accidental Firearms Discharge

A. Shooting Inquiry

An internal shooting inquiry will be conducted into any intentional or accidental discharge involving on duty Allied Universal employees or involving Allied Universal weapons while off duty, under the direction of the Legal Services Group and with coordination of the Regional President. As a standing instruction of the General Counsel, the RP shall designate one or more individuals to conduct a thorough, factual investigation into the event and submit a comprehensive report to the Legal Services Group. Composition of the inquiry team is left to the discretion of the RP in consultation with the Legal Services Group. It is the intention and expectation that such an investigation be conducted under guidance of LSG professionals and in the nature of a privileged investigation performed in anticipation of litigation.

Reports should include a table of contents which organizes and identifies report contents. The following is an example of items which might normally be included in a comprehensive shooting report:

- (a) Interviews of all employees involved, including the subject Security Professional;
- (b) Interviews of all witnesses;
- (c) Interviews of the subject civilian involved in the incident;
- (d) Medical reports;
- (e) Maps, diagrams, photographs, video, and other graphic depictions or representations of the shooting incident scene;
- (f) Police reports.

Reports will be submitted within 21 days or as soon as possible after a shooting incident to the General Counsel's Office, with copies to the relevant Division President and RP.

B. Legal Issues

Any Armed Security Professional involved in a shooting incident should expect a swift response by state and/or local authorities, followed by a thorough, comprehensive investigation. Logically, as part of such an investigation the authorities would request an interview and/or statement of the officer regarding the event. If death resulted as a consequence of the shooting, a coroner's inquest could be held or a grand jury impaneled to ascertain if the shooting was legally justified. At some point, a Security Professional could be named as a defendant in a civil action. Interviews with the police, coroners' inquests, grand jury investigations, and litigation are predictably common to nearly all shootings and thus should be anticipated by any Security Professional involved in a shooting incident.

VIII. Firearms Safety, Care, and Cleaning

A. Firearms Safety

- Treat every gun as if loaded. This applies to weapons that you both think or "know" to be unloaded.
- Never point a firearm, loaded or not, at anyone unless you are justified in doing so. This includes pointing it in any direction where an accidental discharge could cause injury or damage.
- Keep your finger off the trigger unless you intend to shoot.
- In transferring a weapon, never give to or receive a firearm from anyone unless the weapon is unloaded and the action is open. If a semi-automatic pistol, present the weapon with the magazine removed, action open, safety on (if applicable), BUTT first. If a revolver, present the weapon with the cylinder open, BUTT first.
- Immediately upon picking up any firearm, face a safe direction, remove any magazine, open the action, and check to see that the weapon is unloaded. Check it again.
- A holstered weapon is a safe weapon. When you remove a weapon from a holster for any reason other than to fire...UNLOAD.
- Never "show" or display a weapon to anyone unless directed to do so by a supervisor. UNLOAD the weapon before passing it to another person BUTT first. Do not permit anyone else to handle your firearm.
- Loading and unloading of firearms must be done in an area designated as such, furnished with a "bullet trap" designed for such purposes. It is encouraged that designated loading and unloading areas be conspicuously adorned with visual reminders of firearms safety, such as shown below:

SAFETY FIRST

1. **ALWAYS** assume a firearm is **LOADED** until you personally remove the magazine, open the action or cylinder, and determine otherwise.
2. **NEVER** place your finger inside the trigger guard unless you intend to fire the weapon.
3. **NEVER** leave a weapon, loaded or unloaded unattended.
4. **NEVER** point a weapon at anyone or anything unless you may have to fire it in your own defense, or the defense of another.

Firearms safety is the direct responsibility of each member of the Allied Universal organization. This extends to aiding fellow security officers in their safe handling of weapons. Allied Universal employees are encouraged to report any known instance of mishandling or carelessness on the part of an armed security officer to a supervisor for corrective action.

B. Firearms Care and Cleaning

At the District Office or Account level, weapons care and maintenance is restricted to cleaning in accordance with manufacturer's guidelines and safe gun-handling practices. Weapons requiring alteration and/or repair shall be taken to a professional gunsmith for evaluation and repair.

Cleaning kits and equipment will be provided and available at the District Office responsible for an armed account. After being used, and periodically during storage, all weapons should be carefully cleaned and lubricated per the manufacturer's recommendations. Care must be taken to prevent excess solvent and oil from entering inaccessible areas of the firearm. Excess oil and solvent must be completely wiped from wood stocks.

Holstered weapons will rust if left untreated. Regular inspection and lubrication is required to prevent rusting and possible malfunction. Leather equipment should be cleaned and treated with a good preservative. Canvas and/or nylon items should be cleaned with soap and water and completely dried before reuse.

C. OSHA Lead Regulations

Employer Responsibility: The owner and operator of a shooting range, as an employer, is responsible for meeting OSHA standards governing exposure to lead. As an employer, Allied Universal likewise has a responsibility to protect its employees from excessive lead exposure, however remote, associated with firearms qualification and training. Accordingly, the company will comply with all applicable OSHA rules and regulations concerning the handling, maintenance, and /or use of firearms and lead ammunition.

It is Allied Universal policy that District Managers supervising armed accounts request and retain a copy of the shooting range air monitoring results from any range authorized to train and qualify Allied Universal officers in meeting licensing requirements. OSHA regulations permit the use of monitoring results taken within the preceding 12 months. Should a District Manager find that a range's air monitoring results exceed an action level of 30 micrograms of lead per cubic meter (30ug/m3), he or she should contact the Legal Services Group, Risk Management Section, immediately for further guidance.

Employee Responsibility: Allied Universal armed officers are responsible for practicing good hygiene and exercising sound judgment while handling lead associated with firearms training and qualification. Experience has shown that strict compliance with these provisions can virtually eliminate several sources of lead exposure which significantly contribute to excessive lead absorption:

- *At the range, always wash your hands and face before eating, drinking, smoking, or applying cosmetics.*
- *Wash your hands and face before leaving the range.*
- *Wash range clothing separately from the rest of the family laundry.*
- *Do not use compressed air to clean a firearm.*

IX. Firearms and Ammunition, Purchase, Transportation, Storage and Disposal

A. Purchase of Firearms, Ammunition

Allied Universal Security Services is a federally licensed firearms dealer as specified within Title I of the Gun Control Act of 1968 and the regulations issued thereunder, 27 CFR Part 178. Accordingly, the Company is authorized to purchase, store, distribute, and dispose of firearms in interstate commerce in the ordinary course of providing contract security services. All company-issued firearms shall be centrally purchased by the Allied Universal Purchasing Department (in consultation with the Legal Services Group) for distribution to branch offices on an as-needed basis.

Operations personnel are prohibited from purchasing firearms on behalf of the Company or for another's use in the course and scope of Company business.

The Allied Universal Legal Services Group shall take necessary measures to comply with 27 CFR, Part 178, including but not limited to license renewal, notice regarding a change in trade name, license posting, sales or deliveries between licensees, firearms transaction records (Forms 4473), firearms receipt and distribution records, and record retention.

For safety and security reasons, the Company will strive to purchase and distribute firearms direct to Branch Offices on an as-needed basis. To assist the Purchasing Department in meeting operational deadlines, Sales Management Teams and District Offices awarded armed security services contracts are requested to provide early notice of their firearms needs. Do not independently price firearms or complete a purchase order. Rather, provide the Purchasing Department with the following information and it will process the order: Make, model, and number of firearms needed; Department, Job, or Account Name and Number; GL Number to be charged; and full name and street address to whom the firearms should be shipped.

As needed to service an armed account, ammunition and less lethal weapons be purchased through ProcureIT pursuant to Strategic Sourcing policy and procedure, but in exigent circumstances may be sourced from licensed and reputable law enforcement suppliers at the District Office level.

The Company may consider the purchase of used weapons from a prospective client as part of a proposal to provide services, e.g., in situations wherein the prospective client wishes to outsource what had been a proprietary armed guard force. Any such proposals must be discussed with, and have the approval of the Legal Services Group, and all weapons, ammunition and duty gear must otherwise comply with this Policy. In the event the Company purchases firearms from a client / customer outside of Pennsylvania, the purchase will be made in strict accordance with the provisions of 27 CFR, Part 178 as well as applicable state and local laws and regulations.

B. Transportation

Title 27, Section 178.38 of the Code of Federal Regulations (CFR) specifies that firearms and ammunition may be transported in interstate commerce only if during such transportation the firearm is unloaded and in a locked hard sided container, and neither it nor any ammunition is readily accessible or directly accessible from the passenger compartment of the transporting vehicle. Allied Universal employees will strictly adhere to this regulation in transporting company-owned firearms and ammunition to/from any location, whether corporate headquarters, a licensed firearms dealer or gunsmith, district office, account location, or training facility.

C. Distribution

As specified above, company-owned firearms, ammunition, and less lethal weapons may be transported by vehicle for delivery to locations within driving distance. Sections 178.30 and 178.31 of Title 27, CFR, further permit the shipment and delivery of firearms and ammunition by common or contract carrier provided the common or contract carrier is notified that the shipment contains an unloaded firearm and/or ammunition. The regulations prohibit the common or contract carrier from requiring or causing any label to be affixed on any package indicating it contains a firearm or ammunition.

Weapons **MAY NOT** be shipped via the United States Mail.

All Allied Universal employees responsible for shipping company-owned firearms and/or ammunition by common or contract carrier will adhere to the requirements of Title 27, Sections 178.30 and 178.31, by declaring the firearms and/or ammunition with the common or contract carrier. Packages will be addressed for delivery to the personal attention of the relevant Branch Manager or in the case of Allied Universal Corporate headquarters, a relevant Purchasing Department representative.

All shipment of weapons within the organization (i.e. field office to corporate) must be coordinated through the Purchasing Department.

D. Storage of Firearms, Ammunition

Whether at Allied Universal Corporate headquarters, a Branch Office, an Account location if specified by contract, when not in use all company-owned firearms, ammunition, and less lethal weapons will be stored in a firearms safe or similar weapons container in a traditional firearms locker. The container itself should be located in a protective storage area with limited access, controlled by the senior supervisor on duty or his/her designated alternate, preferably dehumidified and temperature controlled. In the field, this same protective storage area should also house the firearms "bullet trap," safety posters, and cleaning supplies as specified in the Firearms Safety, Care, and Cleaning Section of this policy. In all circumstances, storage must comply with applicable state law.

Firearms will always be stored in an unloaded, clean, functional condition.

Branch Offices will house firearms, ammunition, and less lethal weapons only as necessary to meet account demands. Excess weapons and ammunition will be returned to the Purchasing Group at Corporate. Branch Offices not permitted to store firearms within the office based upon lease restrictions must make alternate arrangements and/or seek lease modifications through the Vice President of Strategic Sourcing and Director of Purchasing.

D.1 Company-owned Firearms Stored at Employee Home

In the event that state, county, or local law and regulations permit a licensed, Armed Security Professional to transport a firearm from home to/from a client location in the performance of his/her duties, and based upon sound business rationale and practical considerations, said Armed Security Professional may store a firearm at home on the following conditions:

- Never allow a child, family member, or friend to play with the firearm;
- Use discretion in handling and displaying the firearm in the presence of others;
- Remove all ammunition and secure the firearm with an authorized trigger/cable lock; ideally, lock the firearm itself away;
- Secure the ammunition removed in a separate location;

- Keep the firearm separate and apart from jewelry, silver, money, or other valuables;
- Never leave the firearm in an unattended vehicle.
- Read, understand, and comply with all requirements of the "Home Storage Acknowledgement"

Any violation of this policy will be grounds for discipline up to, and including, dismissal.

E. Disposal of Firearms, Ammunition

The Allied Universal Legal Services Group, in conjunction with the Purchasing Group, will coordinate the sale, permanent transfer, or disposal of all company-owned firearms and ammunition. No sale or permanent transfer of any firearm, ammunition, or less lethal weapon may be made at the field level.

The Legal Services Group will fully comply with the provisions of 27 CFR, Part 178 and all applicable state or local laws and regulations in selling or otherwise permanently transferring any firearm.

X. Recordkeeping, Inventory, and Property Management

Division Presidents, Region Presidents, Branch Managers, Account Managers, and Purchasing Group personnel are responsible for establishing and enforcing internal controls meant to secure and prevent unauthorized access to company-owned firearms, ammunition, and less lethal weapons. Further, said persons are responsible for establishing and enforcing an audit trail designed to document the receipt, change-out, return, transfer, and disposition of all company-owned firearms, ammunition, and less lethal weapons within their control.

Region Presidents and Branch Managers servicing armed-accounts shall have the responsibility for documenting the receipt, charge-out, return, transfer, and disposition of all company-owned firearms, ammunition, and less lethal weapons. An inventory will be taken of all company-owned firearms and less lethal weapons within the control of the field as well as the Purchasing Department not less than annually on a form and in a manner specified by and coordinated with the Legal Services Group. All firearms (and if applicable, stun devices) will be described by make, model number, and serial number.

Division Presidents, Region Presidents, Branch Managers, Account Managers, and Legal Services Group personnel are responsible for establishing and enforcing controls to ensure that company-owned firearms, ammunition, and less lethal weapons are charged-out and returned by officers, and recovered from security officers who separate from the company or are otherwise removed from an armed account. Any failure to recover a company-owned firearm, ammunition, or less lethal weapon must be reported immediately to the Legal Services Group.

Lost, stolen, missing, company owned firearms taken into police custody, or unrecoverable company-owned firearms and stun devices must be immediately reported as such to local law enforcement in conjunction with the Legal Services Group. The Legal Services Group must report of any theft or loss of a firearm from inventory to the Bureau of Alcohol, Tobacco, Firearms and Explosives within 48 hours of occurrence or discovery. Where required by state, county, or local laws or regulations, lost, missing, or unrecoverable firearms (and if applicable, stun devices) must also be reported to the appropriate licensing and regulatory authority. An Allied Universal Incident Report and copies of all relevant law enforcement and regulatory agency reports must be forwarded to the Legal Services Group.

XI. Policy Deviation

Deviation from this policy shall require the approval of the Division President and Legal Services Group.

**Allied Universal Security Services
Policy Statement**

Legal – Use of Force and Reporting Policy

DATE REVISED: 8/16/2016
SOURCE: Legal Department
PREPARED BY: James C. Grant, Director, Firearms & Use of Force
Policy: Y
Procedure: Y

Purpose:

To articulate policy and procedures concerning the use of force.

Person(s) Responsible:

Division Presidents
Region Presidents
Region Vice Presidents
Branch Managers (or similar)
Account and Field Operations (or similar)

Scope of Employees Covered:

This policy applies to all employees of Allied Universal Security Services.

I. Use of Force

Use of Force- General Principles

It is Allied Universal's policy that employees shall not use physical force against persons unless the employee reasonably believes that such force to be necessary to protect the employee or another individual from imminent bodily harm. The extent of force employed must not exceed the minimum amount of force necessary to counter the threat, and may be employed only for as long as the threat persists, as described in more detail below.

Allied Universal considers any time an employee physically touches another person to achieve a desired level of compliance to be a use of force. This includes any time an officer uses his hands, body, defensive tactics or equipment, less lethal weapons, or firearms in the course of their duties which requires reporting and notification as outlined herein. This includes the display or brandishing of any weapon, including working dogs.

As an exception to this policy, routine therapeutic patient restraint procedures and routine handcuffing during police operations (i.e. Company Police, Special Officers) do not need to be reported to the Legal Services Group. In these environments, the Corporate Use of Force Report only needs to be completed if they involve the use of weapons, injuries to our employees, the subject or a third party, if there is some other unusual or unexpected outcome, or if the subject of medically-ordered therapeutic restraint resisted the procedure.

Possession of Weapons Prohibited

No Allied Universal employee or agent may carry, possess, or store a firearm or other weapon, including less lethal weapons during the course and scope of their employment, except as permitted by this policy. Except where state law prohibits such a restriction, this policy shall prohibit the carrying of a personal firearm to work, as well as having a personal firearm available in the passenger compartment or trunk of a Company vehicle or private vehicle being used for work purposes. As stated in the employee handbook, employees who violate this policy will be subject to discipline up to, and including, termination.

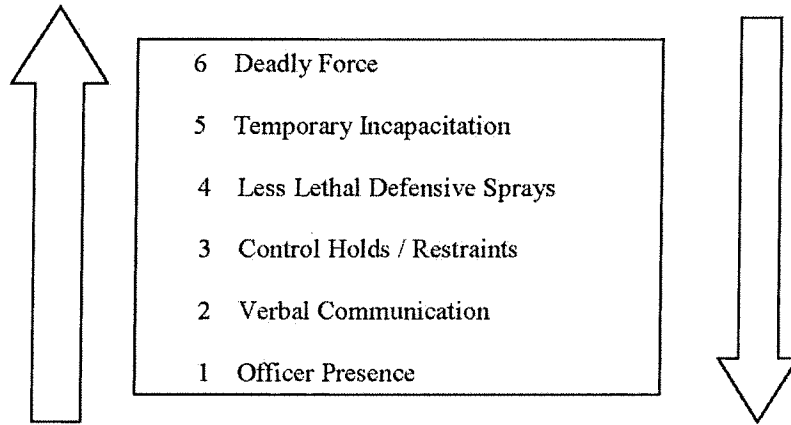
Use of Force Continuum

The Use of Force Continuum shall be the standard model for the use of force by all Allied Universal Security Professionals. The continuum is broken down into six broad levels. Each is designed to have an *elastic factor* to accommodate evolving situations evoking different levels of force. It is common for the level of force to move from level two, to level three, and back again in a matter of seconds.

Allied Universal Security Professionals should be mindful that so long as prudent under the circumstances, disengagement in favor of calling the police or other law enforcement authorities is always the preferred course of action as part of the force continuum.

Additionally, Security Professionals must remember that the Use of Force Continuum relates not only to the escalation of the Use of Force but also directs the de-escalation of techniques as the subject's threats diminish or stop.

The following diagram demonstrates the escalation and de-escalation of the use of force with 1 being the least force used and 6 being deadly force:



LEVEL ONE

Officer Presence. The mere presence of a highly visible uniformed Security Professional is often enough to stop a crime in progress or prevent future crime. Included in this are standing, walking, and running. Without saying a word, an alert Security Professional can deter crime or direct criminals away from a property by use of body language and gestures. At this level gestures should be non-threatening and professional.

LEVEL TWO

Verbal Communication. Used in combination with a visible presence, the use of the voice can usually achieve the desired results. Words can be whispered, used normally, or shouted to be effective. The content of the message is as important as the Security Professionals demeanor. It's always best to start out calm but firm and *non-threatening*. Choice of words and intensity can be increased as necessary or used in short commands in serious situations. The right combination of words can de-escalate a tense situation and prevent the need for a physical altercation. Training and experience improves the ability of a security officer to communicate effectively with everyone, including the police.

NOTE: All uses of force above Level Two require the preparation and submission of a Use of Force Report

LEVEL THREE

Use of Open Hands, Control Holds & Restraints. Certain situations may arise where words alone do not reduce the aggression. Sometimes Security Professionals will need to get involved physically. At this level, minimal force would involve the use of bare hands to guide, hold, or restrain. This does not include offensive moves such as punching, tackling, or choking. Pain compliance holds could apply here but only after ordinary holds fail to control an aggressive suspect. A baton may only be used at this level as a self-defense mechanism to block blows or temporarily restrain a suspect. Handcuffs can be used a restraint devise only if the officer has been trained to do so. Not every suspect needs to be handcuffed. Restraints should only be used on a person who exhibits aggression, poses a real threat.. Handcuffs should not be applied too tightly and should be double-locked when safe to do so. Once a suspect is handcuffed, the officer is responsible for his or her safety. To avoid the possibility of "positional asphyxiation," Allied Universal Security Professionals may not pile on top of a suspect, or place a handcuffed suspect face-down on the ground. Hog-ties and hobbling (tying legs together) are prohibited.

LEVEL FOUR

Less Lethal Defensive Spray (O.C.). When a suspect is violent or threatening, more extreme but less lethal measures may be used in defense, to bring the suspect under control, or affect an arrest. Before a Security Professional may moving to level four, it is assumed that he or she exercised other less physical measures or deemed them inappropriate. When used by surprise, pepper spray is an excellent distraction, allowing the officer time to get away, call the police, or subdue the suspect. Pepper spray should not be used to protect property or to enforce business rules. It is a defensive weapon. Pepper spray must be directed in the suspect's face for maximum result, and not sprayed wildly at groups of people. Even though considered less lethal, pepper sprays can cause severe reaction and possible injury. Also, pepper sprays have a blinding effect and care must be used that spray victims do not fall down stairs, wander into traffic, or operate a motor vehicle.

LEVEL FIVE

Temporary Incapacitation. This level of force may only be employed when the situation is so extreme, violent, and immediate that it is necessary to temporarily incapacitate a suspect prior to the arrival of the police. This includes the use of all methods of non-deadly force beginning with the empty hand up through and including impact tools, Taser's or working dogs. At level five, properly used defensive and offensive moves (including take downs, knee, hand, and elbow and arm strikes) are allowed under the right circumstances. Baton blows to soft tissue and certain joint areas are consistent with professional security training standards. Kicking any part of a subject's body, and baton blows to the suspect's head or throat, however, can be deadly, and are inconsistent with professional training standards, and are strictly prohibited **unless the use of deadly force is justified**. Any violation of this directive will be treated as a serious offense warranting discipline up to, and including, termination.

Temporary incapacitation is used to stop a suspect from injuring an officer or others, permitting the application of handcuffs or other restraints. Electronic control devices ("ECDs") also

known as conducted electrical weapons, and “Tasers”) are a recognized means of temporarily incapacitating an assailant, but may only be carried by an Allied Universal Security Professional with the express approval of the Division President and General Counsel in consultation with the Legal Services Group.

LEVEL SIX

Deadly Force. Allied Universal Security Professionals are justified in threatening or using less lethal force against another when and to the extent that the officer reasonably believes that such threat or force is necessary to defend him/herself or a third party against another’s imminent use of unlawful force. Deadly force, however, may be used only when necessary, that is, when the officer has a reasonable belief that the subject of such force poses an imminent danger of death or serious physical injury to the officer or to another person, and the use of lesser force is not possible or would not extinguish the threat.

By way of example, but not limitation:

- A. Deadly force generally may not be used to prevent the escape of a fleeing suspect unless that individual poses an imminent threat to the safety of others.
- B. Firearms may not be fired for the purpose of disabling moving vehicles.
- C. Firearms may not be discharged at or from a moving vehicle.
- D. Warning shots are not permitted.

If feasible and if to do so would not increase the danger to the Security Professional or others, a verbal warning to submit to the authority of the officer shall be given prior to the use of deadly force.

When the decision is made to use force, an Armed Security Professional may continue its application only until the subject surrenders or otherwise no longer poses an imminent danger to the Security Professional or to others.

When the application of deadly force is necessary, attempts to wound or otherwise cause minor injury are unrealistic and impractical, and can prove dangerous to the Security Professional and others because such attempts are unlikely to neutralize the imminent danger he or she confronts.

The brandishing of an un-holstered firearm in a public setting is strictly prohibited unless the situation warrants the use of deadly force as stated herein. Even when deadly force is permissible, Armed Security Professionals should assess whether its use creates a danger to third parties that outweighs the likely benefits of its use. Consideration must be given to innocent bystanders and Security Professionals shall not unreasonably endanger the safety or welfare of bystanders.

Additional Criteria for All Uses of Force

Whether deadly or less lethal, when force is used against a person it must cease when the resistance or threat is overcome or ceases. Allied Universal Security Professionals must be mindful that the purpose of force is to overcome aggression or threats and only to protect the lives of the officer or other persons. The application of force for any other purpose is not justified.

Since the Use of Force Continuum requires the exercise of less lethal force before resorting to deadly force, no Allied Universal security officer will be authorized to carry a firearm unless and until that officer is trained in the use of, and equipped with, a less lethal weapon such as a baton, pepper O.C. (Oleoresin Capsicum) spray, or ECDs.

NOTE: Adoption or use of Client-specific use of force policies must be approved by the Legal Services Group.

Allied Universal Security Professionals will exercise only that level of force necessary to de-escalate an incident and safely achieve control. As indicated by the Use of Force Continuum, whenever feasible, verbal commands should be given before resort to physical compliance techniques or the use of O.C. spray, a baton, or stun device. The level of force necessary to safely achieve control will logically be proportionate with the level of resistance confronted.

Allied Universal Security Professionals must be mindful that in all circumstances, disengagement in favor of calling law enforcement authorities is the proper choice provided doing so does not endanger the safety of the officer or other individuals.

Pursuit

Pursuit is defined as travelling at a faster pace or speed than a suspect, with the objective to approach and catch a suspect who is attempting to flee the scene of a crime and/or to avoid arrest/detention. Pursuit is **prohibited** except in situations where failure to detain the suspect could cause death or serious bodily injury.

Pursuing does not include following at a rate and manner to maintain surveillance of the fleeing suspect with the intent to relay information to responding Law Enforcement or to contact the suspect who ceases to flee.

Vehicle Pursuits

A pursuit using a vehicle is defined as using a vehicle to follow a suspect who is on foot or in a vehicle while travelling at a higher speed than normal for the environment or in a manner that would be considered unsafe for the environment.

Vehicle Pursuits are **prohibited**, no matter the circumstances or equipment provided on security vehicles

Following a suspect or a suspect vehicle shall not be done in a manner that is unsafe or violates any jurisdictional vehicle code or private property rules.

Detention and Legal Arrest

A Security Professional, as result of his/her position, has no elevated legal duty or authority to arrest a subject.

A person is considered arrested or detained when he/she is not free to leave the scene, regardless of whether force or coercion has been used.

Generally, a Security Professional's ability to make a lawful arrest is governed by the same laws which govern arrests made by private citizens, commonly referred to as a "citizen's arrest". Therefore, a Security Professional should understand the law in the jurisdiction where they are working with respect to a private citizen's ability to perform a lawful arrest. What may be considered a lawful detention and arrest in one state may be unlawful in another state.

Security Professionals may only make a Citizen's Arrest under a set of very strict circumstances. Though state laws vary, a Citizen's Arrest generally can only be made if all three of these conditions have been met:

- A felony has been committed in your presence
- The police would not be able to respond in time to prevent injury from imminent physical harm or death (a justified use of reasonable) force or the escape of the subject
- Your site's contract and post orders permit you make a citizen's arrest

Making a physical arrest should be an act of last resort and local law enforcement must be immediately notified.

There is no legal obligation for a Security Professional to make an arrest. While it is recognized that there are situations wherein Security Professionals do make arrests, if the situation is unsafe, the decision to not arrest may be appropriate. In such a situation, notifying and waiting for Law Enforcement may be prudent.

Moving an Arrestee

While awaiting the arrival of Law Enforcement, the Security Professional should keep the arrestee at the scene of the apprehension, unless doing so would be unsafe. The arrestee should be placed in a seated position, either on a chair or other elevated stable object.

If no such object is available the arrestee may be seated on the ground.

As set forth above in Section I (Use of Force Level 3) at no time shall a restrained subject be left in a prone (face-down) position. Hog tying or hobbling of subjects is prohibited.

If it is prudent to move the arrestee due to tactical or procedural considerations, then the arrestee may be escorted to another location.

The arrestee shall be under the observation of Security Professionals at all times until placed in the custody of Law Enforcement. The constant observation of the arrestee is for the safety of all persons, to limit the attempt to escape, or to protect against the destruction of evidence.

Exceptions to the Pursuit/Detention/Arrest Policy Statements

In some instances, Allied Universal Security Professionals' have different duties and legal authorities, such as "police type" operations (i.e. Company Police, Special Officers), certain retail environments, facilities impacting national security or critical infrastructure. In these instances, further policy instructions, in conjunction with local regulations regarding the limits of your authority, will be communicated at the job level.

II. Reporting Requirements and Response

Required Reporting

In every incident involving the Use of Force, the officer(s) involved must complete a "Use of Force Incident Report" and submit it to the Legal Services Group (Attention: Director, Firearms and Use of Force) and the Region President within 24 hours of the event. This report will provide detail about the incident including the identity of those involved, the level and type of force applied, and the reasons for its application. Injuries to either officers or others must be fully described, as must any resultant property damage.

Branch and Regional Office management are responsible for strict compliance with notification requirements specified by all relevant state, local, and county private security licensing and regulatory authorities.

Within 5 business days of the event, Branch Office management will review the incident, the Security Professional(s) immediate supervisor must make a recommendation regarding whether the use of force complied with company policy, contract deliverables, and local regulations or if any additional investigation is dictated by the facts and circumstances of the incident.

Response

In all incidents involving the Use of Force, the Security Professional's immediate supervisor will respond to the scene as soon as practicable to gather the facts and assist the officer in the preparation of Use of Force Incident Report. He or she should notify the Account Manager and/or Branch Manager of the event as soon as practicable.

Absent aggravating circumstances, no further investigation is necessary beyond the submission of the Use of Force Incident Report to the Legal Services Group and relevant Regional President. In determining whether an investigation is necessary based upon aggravating circumstances, local management should consider the nature and level of force applied, the extent of any injuries, the notoriety of the incident, and the level of adherence to policy. The Supervisor, Account Manager, Branch Manager, and, if appropriate, the Regional President should contact the Legal Services Group for guidance in such cases when formulating a recommendation for follow-up investigation.



**Code of Ethics
And
Business Conduct Guidelines**

***A guide to business ethics,
workplace conduct, and compliance***

Revised October 13, 2016

Allied Universal Code of Ethics and Business Conduct Guidelines Overview

Allied Universal is governed by the conviction that business conduct is equally important as business performance. Our behavior in the workplace affects our success and shapes our reputation. It also communicates our stance on ethics, integrity, and honesty to those we serve. Consequently, we must strive to maintain the highest ethical standards when carrying out our daily work activities.

To help us meet this goal, Allied Universal has established a set of business conduct guidelines based on the Company's Code of Ethics ("Code"). These basic principles provide a framework for our business decisions. They are meant to be used as a guide to support the Company's values and fundamental commitment to fostering an ethical work environment. All Allied Universal personnel are expected to conduct themselves ethically and in compliance with the law, and to avoid any behavior that may tend to impair the interests or reputation of the Company. This general requirement applies in all circumstances, even those not specifically enumerated in this Code of Ethics.

While the CEO is responsible for the Code's implementation and administration, and each manager is responsible for ensuring all subordinate employees are thoroughly familiar with it, it is the responsibility of each employee to consistently follow the Code in all of their business dealings.

This Code applies to Allied Universal Security Services, Allied Universal Security Systems, Allied Universal Janitorial Services, and Allied Universal Staffing Services and to all of its subsidiaries, affiliates, and related companies (collectively referred to as "Company" or "Allied Universal"). In business situations where Allied Universal does not have full control over the entity, representatives of Allied Universal shall use their influence to achieve adherence to the spirit and content of this Code.

CENTRAL THEMES OF THE ALLIED UNIVERSAL CODE OF ETHICS

1. **Our conduct in the workplace**
We treat fellow employees, clients, suppliers, the public we serve, and other stakeholders with fairness, honesty and respect. This includes refraining from discriminatory bias or sexual or other harassment. We treat others in the way we would wish to be treated.
2. **Maintaining confidentiality**
We honor the privacy of employees' personal information just as we expect our privacy and that of our clients to be protected. In addition, we protect trade secrets and the confidential information of Allied Universal and its clients, and we refrain from divulging any information that is confidential or could be harmful to the Company and its clients if disclosed, or that could provide an advantage to competitors. We avoid disclosure of

any information regarding Allied Universal's business, except as our duties require. We use confidential information only for the purpose for which it is provided to us for the performance of our duties and never for personal gain.

3. **Respecting property**

We treat company, co-worker, and client property with respect. We protect and preserve such property and refrain from using it for personal gain.

4. **Avoiding conflict of interest**

While employed at Allied Universal, our loyalty is to the Company. We refrain from any associations or activities that might conflict with the Company's interests or that may be perceived as doing so. We also avoid doing business with competitors and accepting or giving excessive or inappropriate gifts to vendors or clients. We do not take advantage of our association with Allied Universal for personal gain and avoid actions or relationships that might give even the appearance of a conflict of interest.

5. **Obeying the law**

We must always uphold the law while working at Allied Universal. This includes, for example, obeying all state and local licensing regulations governing the private security trade and work as a security officer. Drug use, fraud, theft, embezzlement, price-fixing, bid-rigging, allocation of clients, or any other illicit activities are grounds for immediate termination and possible prosecution by public authorities.

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Part I.

1 Our conduct in the workplace

We treat fellow employees, clients, suppliers, the public we serve, and other stakeholders with fairness, honesty and respect. This includes refraining from discriminatory bias or sexual or other harassment. We treat others in the way we would wish to be treated.

Equal Opportunity Employer

Allied Universal is an Equal Opportunity Employer and does not unlawfully discriminate against any employee or applicant on the basis of race, religious creed, color, national origin, age, ancestry, physical disability, mental disability, medical condition, marital status, sex, sexual orientation, gender identity, genetic characteristics or genetic information, pregnancy, political activities or affiliations, veteran status, citizenship status (except as maybe required by law), or any other legally protected status as specified by federal, state, and local laws and regulations. This policy applies to all employment decisions, including, but not limited to, recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, lay-off and termination, and all other terms and conditions of employment. All decisions regarding conditions of employment will be based on the individual's overall qualifications and his/her ability to meet the requirements of the position.

Prohibition of Harassment Policy

It is the policy of Allied Universal not to condone discrimination and/or harassment of an employee by supervisors, other employees, clients or their employees, or any other person in the workplace. Allied Universal is committed to ensuring that no employee's job status, continued employment, evaluations, or other aspects of career development are dependent upon the employee's tolerating harassment or discrimination of any type.

Discrimination and/or harassment based on race, religious creed, color, national origin, age, ancestry, physical disability, mental disability, medical condition, marital status, sex, sexual orientation, gender identity, genetic characteristics or genetic information, pregnancy, political activities or affiliations, veteran status, citizenship status or any other legally protected status is prohibited. Any employee who engages in conduct is subject to disciplinary action, up to and including termination.

Prohibition of Harassment:

Allied Universal is committed to courteous and considerate treatment of its employees at all times as an accepted standard of workplace behavior. Consequently, Allied Universal is committed to a workplace atmosphere that is free of tension caused by demeaning or harassing conduct, including but not limited to animosity or ill will displayed through inappropriate conduct or comments based on religion, race, age, disability, sex, or any other legally protected characteristics or status.

Retaliating against an employee for reporting harassment will not be tolerated by the Company, and is itself a violation of this Code of Ethics.

A safe environment

It is the policy of Allied Universal to provide its employees with a place of employment which is free from recognized hazards, to comply with all applicable safety laws and regulations, and to reduce the frequency, severity, and costs of lost time occurrences at all of its locations. We are all responsible for creating a safe working environment at Allied Universal. Equipment will be provided at no cost to employees to be used as required by the post. Potential or actual hazards are to be reported to your supervisor. In addition, any injuries or work-related illnesses must be reported to your supervisor during the shift in which they occur. Violence has no place in the workplace and will not be tolerated. This includes intimidation, horseplay, violent acts, and threats of violence.

Allied Universal expects all of its employees to abide by established safety procedures and considers such a condition of continued employment. Allied Universal has established Safety policies and procedures for its operations that places responsibility on every branch for developing, administering, and complying with the safety program.

2 Maintaining confidentiality

We honor the privacy of employees' personal information just as we expect our privacy and that of our clients to be protected. In addition, we will protect trade secrets and the confidential information of Allied Universal and its clients, and we refrain from divulging any information that is confidential or could be harmful to the Company and its clients, or that could provide an advantage to competitors. We use confidential information only for the purpose for which it is provided to us for the performance of our duties, and never for personal gain.

Confidentiality

Allied Universal is committed to preserving the privacy of its employees and clients. The following information is considered confidential. Be sure to follow all applicable laws and Company policies when using or sharing such information:

- Employee information, including personnel files, compensation, evaluations, disciplinary matters and psychological assessments, and any type of personally identifiable or medical/diagnosis information;
- Business information, including but not limited to financial, marketing and statistical data, pricing, competitive information, including the identity of clients and pricing information, budgets, processes, techniques, contemplated or pending mergers, acquisitions or significant reorganizations, bid proposals to prospective clients and contract negotiations with prospective and current clients, research and development, and business reports and summaries. Such information, whether company-specific or client-owned, is confidential information and must be protected;
- Training materials and programs.

Failure to maintain confidentiality could subject Allied Universal or you to civil and/or criminal action or give both Allied Universal's and our clients' competitors an unfair advantage. A breach of duty to protect information will subject you to discipline, up to and including termination.

Insider trading

As an employee of Allied Universal, you may have access to material nonpublic information concerning the Company or its vendors, suppliers or clients. You may not buy or sell Allied Universal securities (if and when publically available) while in possession of material, non-public information, or engage in any action to take advantage of this information or pass it on to others. In addition, you should discuss this information only with those employees of Allied Universal

who absolutely have a need to know it. These restrictions also apply to information relating to any other company, including clients and vendors, obtained in the course of your employment with Allied Universal.

Information concerning Allied Universal is "material" if it is likely to affect the investment or voting decisions of the average shareholder or investor. Examples of material information include, but are not limited to, major new service contracts, significant personnel changes, marketing strategies, proposed mergers and acquisitions, and financial results or other strategic plans. Information concerning Allied Universal is "non-public" if it has not been made available to the general public through a national news release or other mass media services. In general, non-public information concerning the Company does not become "public" until the close of trading on the second full day following the Company's widespread public release of information. If you have questions about the above, for legacy AlliedBarton employees, please continue to contact the Security Voice Helpline at (800) 418-6423, extension 571 (English) or 393 (Spanish), or, for legacy Universal Protection Service employees (and employees of UPS' affiliates) please continue to contact the Universal Voice at (800) 461-9330 (www.universalvoice.universalpro.com) or call the General Counsel's office. Please note that all employees may call the respective hotlines to report issues anonymously. The hotlines will be combined in the near future as the companies continue to integrate and new information will be distributed. For any non-AlliedBarton or non-Universal Protection Service employees that join the organization going forward and before the hotlines are combined, please use the legacy AlliedBarton hotline listed above.

3 Respecting property

We treat company, co-worker, and client property as worthy of respect. We protect and preserve such property and refrain from using it for personal gain.

Use of resources

Allied Universal discourages *inappropriate* use of company and/or client property. Employees are trusted to act responsibly, reasonably and maturely, and to use good judgment in the use of all Company and client-provided communications and computing devices, including but not limited to:

- The Internet

- All forms of printed and electronic media
- Copying devices (scanners and copy machines)
- Telephones
- Cell phones
- Portable/wireless PDAs
- Desktop and laptop computers; and
- Remote access/dial-up hardware and software devices.

Employees may not use computers to transmit, store, or download materials that are threatening, maliciously false, or obscene. Facilities, equipment, technology and resources are the property of the Company for business use and to help you do your job. The Company reserves the right, at all times, to review and open all emails, listen to voice mails, and otherwise inspect and review the contents of all computers and other electronic devices. Property of clients, including but not limited to, computers, documents, information, furniture and other property, is to be respected at all times and not to be utilized in any fashion without the express written consent of the client (either as permitted in the client agreement or in a separate writing).

4 Avoiding conflict of interest

While employed with Allied Universal, our loyalty is to the Company. We refrain from any associations or activities that might conflict with the Company's interests or that may be so perceived. We also avoid doing business with competitors and accepting or giving excessive or inappropriate gifts to vendors or clients. We do not take advantage of our association with Allied Universal for personal gain and avoid actions or relationships that might give even the appearance of a conflict of interest.

Activities and relationships beyond Allied Universal

While Allied Universal respects the privacy of its employees in the conduct of their personal affairs, it insists that they fully discharge their employment obligations to Allied Universal. Employees should avoid any activity that involves the unauthorized use of Allied Universal time, equipment, and information, or that could adversely affect Allied Universal's reputation, relations with others, or that otherwise conflict with Allied Universal's business interests. Employees should avoid situations in which their personal interests may come into conflict, or may appear to conflict with the interests of Allied Universal in its relations with current or prospective suppliers, clients, or competitors.

Without limiting the general scope of this Code, the following relationships and types of conduct will be considered to involve a conflict of interest unless under special circumstances they are approved in advance by the CEO, General Counsel, or Chief Compliance Officer:

- Concurrent employment by Allied Universal and any other company if the employment impacts materially on time or attention that should be devoted to Allied Universal's business.
- Concurrent employment by Allied Universal and any other business that is a present or potential competitor, supplier, or client of Allied Universal.
- Holding by the employee or the employee's immediate relatives of a significant financial interest (any form of ownership or partial ownership) in any present or potential client, competitor, or supplier of Allied Universal.
- Lending money, guaranteeing debts, borrowing money, or accepting gifts or favors so as to place an employee or the employee's immediate relatives under obligation to a present or potential competitor, supplier, or client of Allied Universal.
- Any misuse of confidential information available to or gained by an employee by reason of the employee's employment with Allied Universal
- Personal outside activities or associations that might influence your business decisions or your ability to do your job objectively
- Doing business with competitors

If you are not sure whether an outside activity represents a conflict of interest, ask your supervisor or the General Counsel for help.

No language in this Code, including this section regarding conflicts of interest, shall be interpreted in a manner that prohibits employees from engaging in protected and/or concerted activity protected by law.

Entertainment, gifts and gratuities

Some business entertaining – including meals, social events or training and educational activities – is an accepted business practice at Allied Universal, but the cost and scope of these activities should be reasonable and appropriate. Before accepting or extending invitations for entertainment, you should first check with your supervisor. It is your responsibility to make business decisions based on what is best for Allied Universal.

Similarly, you should refrain from giving or accepting excessive gifts or lavish entertainment to or from clients, vendors, competitors, or other business associates. *Accepting* gifts of more than token value, loans, excessive entertainment, or favors regardless of value from any outside concern, which does or is seeking to do business with, or is a competitor of Allied Universal is prohibited unless prior written approval is received from the General Counsel or the Chief Compliance Officer. "Token value" means a value of not more than \$25.00. The value of gifts *given* should not exceed the aggregate value of \$100 per year, unless you have received prior approval from your supervisor. Allied Universal employees should never accept cash gifts from (or give cash to) clients, vendors, or competitors. Stay alert, use common sense, and don't put yourself, the Company, or your associates at risk.

Please also reference the Government Services section of this Code for the policy regarding instructions on strict prohibitions in providing gifts and gratuities to government officials or government clients.

Fraternization

Allied Universal has a fraternization policy regarding an employee's personal or romantic relationships with other Company employees, with Company clients, or with an employee, tenant, or homeowner at the account to which an employee is assigned. Please see the Company's Fraternization Policy for additional information.

5 Obeying the law

We must always uphold the law while working at Allied Universal. This includes, for example, obeying all state and local licensing regulations governing the Private Security trade and work as a Security Officer. Drug use, fraud, theft, embezzlement, price-fixing, bid-rigging, allocation of clients, and any other illicit activity are grounds for immediate termination and possible prosecution by public authorities.

Regulatory obligations

Allied Universal and its employees shall comply with all laws and regulations that are applicable to its business. The use of any Allied Universal funds or assets for an unlawful or improper purpose is strictly prohibited. Where applicable laws and regulations are ambiguous, management shall obtain legal advice to clarify their meaning and assure compliance.

Allied Universal's business is regulated by federal, state, and local agencies. Allied Universal personnel are expected to avoid any conduct that may create a perception of impropriety. In the conduct of our business, the Company must:

- Ensure it is properly registered, bonded, and insured to operate as a private security agency, watch, or guard service;
- Ensure that its Security Officers are properly licensed, trained, equipped, and uniformed, and that all Allied Universal employees neither use illicit drugs nor have disqualifying criminal histories;
- Conduct its sales and marketing activities ethically and within established laws, regulations and guidelines;
- Promote a work environment for employees that is safe, ethical, and founded on principles of equal employment and non-discrimination; and
- Ensure the accuracy of Allied Universal's financial statements and follow other regulations that apply to organizations with public reporting requirements.

Allied Universal is committed to the highest standards of regulatory compliance. As Allied Universal employees, we all play an important role in operating the Company as responsible corporate citizens.

Government Services

Allied Universal serves many different industries and types of clients, including federal, state and local government agencies. As a service provider to government clients, Allied Universal requires compliance with all applicable laws and regulations applicable to working with governmental agencies and other public authorities.

Special rules and laws apply to gifts and entertainment provided to government employees, and it is Allied Universal's policy to strictly comply with all such restrictions. Employees are not permitted to extend (or receive from) gifts or entertainment to government employees unless pre-approved by Allied Universal's General Counsel or Chief Compliance Officer. It is important to note, that even when the receipt or giving of a gift is legal, it might violate Allied Universal's policy.

Please see the [Guidelines Applicable to United States Government Procurement Activities](#) located on the Government Services SharePoint page which pertains to applicable government clients. Note that both Allied Universal's Code of Ethics and the Guidelines Applicable to US Government Procurement Activities apply to relationships and potential relationships with government clients.

External audits and reviews

From time to time, Allied Universal will have outside parties on site to perform financial and regulatory audits and reviews of our financial statements, operations, and business practices. These outside parties include independent auditors and federal and state government regulators and inspectors. It is Allied Universal's policy to fully cooperate with these auditors and provide them with all necessary information. During these audits or inspections, you must never conceal, destroy, or alter any documents or give any false or misleading statements to inspectors. Also, you should never provide inaccurate information or obstruct, mislead, or delay communication of information or records about a possible violation of law. If you ever have any questions or concerns about our business practices, consult our General Counsel.

Illegal activities

Allied Universal and its employees must not engage, directly or indirectly, in any illegal activities. Such activities include, but are not limited to, fraud, theft, embezzlement, and falsification of records whether paper or electronic, kickback arrangements, use, or distribution. Fraud includes such things as falsifying timecards and expense reports.

A kickback arrangement involves accepting or offering bribes or payoffs intended to induce, influence, or reward favorable decisions of any person or entity, including clients, vendors, or government personnel, in a position to benefit Allied Universal. Additionally, in most states it is illegal to eavesdrop on, or to record, a telephone conversation of a client or other third party so Allied Universal employees are prohibited from doing so.

Antitrust and unfair competition

Antitrust laws are intended to ensure competition between companies is fair. These laws also protect the public against business competitors who "collude" to unfairly set prices. You could be breaking these laws if you do things as simple as discuss with competitors pricing, terms and conditions of contracts, proposals, territories, or dealings with clients, vendors, or other

competitors. Our competitors include other contract private security services companies and background screening companies. You should be particularly sensitive to antitrust rules if you participate in trade associations or other meetings where competitors are likely to be present.

Any violation of the antitrust, competition, and trade practice laws could subject you and the Company to enormous civil penalties and to criminal prosecution. When in doubt, call the General Counsel's office for advice before acting.

Political contributions

All employees must comply with applicable campaign finance and ethics laws. U.S. law and Company policy prohibit the use of Company funds, assets, services or facilities on behalf of a political party except under limited circumstances. Further, Allied Universal is prohibited from compensating or reimbursing any employee, in any form, for any political contribution. The General Counsel must approve, in advance, of any political solicitation made during business hours on or at Company facilities.

Allied Universal's policy does not discourage or prohibit employees from voluntarily making personal political contributions, participating in the political process on personal time, or in expressing their personal views on legislative or political matters. Any involvement by you in civic affairs or political activities is a personal choice. If you speak out on public issues, you must make it clear that you are speaking only for yourself and not for the company.

Sales, marketing and advertising standards

We are committed to growing the Company through exceptional client service and a well-trained, highly-professional sales staff. All Allied Universal sales representatives are committed to fair, forthright and legal sales and marketing practices. We present only truthful, non-deceptive information.

Formal policies are in place regarding speaking with the media and posting information on the Internet, including social media sites. Allied Universal's participation in social media sites and other online forums is a corporate effort. Employees who utilize these sites for personal purposes should carefully consider how the information they share impacts the Company if they identify themselves as Allied Universal employees. Only designated company spokespersons are permitted to speak on behalf of the Company. Additionally, use of the Company name or

logo is subject to the Corporate Approval process facilitated by the Marketing & Sales Services department. These policies are available on the Company Portal. For more information on these policies, contact your supervisor.

Copyright law

We follow state and federal laws pertaining to copyright protection. This includes laws that prohibit duplication of print materials, licensed computer software and other copyright-protected works.

Recordkeeping, Accounting, and Internal Controls

The integrity and completeness of record keeping is not only Allied Universal's policy, it is mandated by law. The law requires that the Allied Universal keep books, records and accounts that accurately and fairly reflect all transactions and dispositions of its assets and that it maintain an effective system of internal controls. Allied Universal strictly adheres to regulations, accounting principles and rules, and other criteria designed to ensure full accountability and reliability in its financial statements. It is very important that you as an Allied Universal employee accurately collect, record, and report Company information, including time and attendance records, test and training results, cost or pricing data, invoice amounts, purchase orders, accounts payable, and accounts receivable data.

Employees with responsibility for preparing and maintaining the Company's financial records must comply with Allied Universal's internal accounting control policies, as well as with all laws and regulations governing record preservation. To maintain the integrity of the accounting records, Allied Universal's books must be prepared carefully and honestly and must be supported by adequate documentation to provide a complete, accurate, and auditable record of the transactions they describe. No false or misleading entries may be made for any reason; no employee may assist any other person in making such entries.

Part II. Responsibilities and consequences

Employee responsibilities

The Company relies on you to help ensure that these ethics and compliance initiatives remain a priority. This involves upholding all of the standards outlined in these guidelines, as well as reporting any suspected violations of those standards.

If you observe potential violations of the law or the Company Code of Ethics, you should not hesitate to report such issues. Failure to do so could pose a risk to Allied Universal or, in the case of illegal activities or regulatory violations, a risk to you and co-workers. Further, a willful failure to report a violation of the law or the Company Code of Ethics will subject you to discipline, up to and including dismissal.

Reporting suspected violations

An employee who becomes aware of a violation of this Code or believes that a violation may take place in the future must report the matter.

If you have an ethics or compliance issue to report, talk to your supervisor or your district office regulatory or compliance representative, who in turn must report to their supervisor. If no action is taken by the supervisor, or the employee feels that it would be appropriate to report to a person in higher authority, the employee may bring the matter to the EVP of Human Resources, the Compliance Manager, the Chief Compliance Officer, or the General Counsel.

Reports may also be made through anonymous helplines. For legacy AlliedBarton employees, please continue to contact the Security Voice Helpline at (800) 418-6423, extension 571 (English) or 393 (Spanish), or, for legacy Universal Protection Service employees (and employees of UPS' affiliates) please continue to contact the Incident Reporting Hotline at (800) 461-9330 (www.universalvoice.universalpro.com). Please note that all employees may call the respective hotlines to report issues anonymously. The hotlines will be combined in the near future as the companies continue to integrate and new information will be distributed. For any non-AlliedBarton or non-Universal Protection Service employees that join the organization going forward and before the hotlines are combined, please use the legacy AlliedBarton hotline listed above.

Resolution, communication and non-retaliation

Once a problem or suspected violation has been reported, Allied Universal pledges to quickly investigate and resolve the problem. Allied Universal will not retaliate against you or permit retaliation by any employee against you for having made a good faith complaint. Retaliation itself is a violation of this Code of Ethics, with severe consequences for any violation, up to and including termination.

If you are uncomfortable reporting an ethics or compliance violation by name, you may do so anonymously. We ask that should you choose this option, provide as much detail and facts as known regarding the potential violation to provide the Company with information that is actionable.

Consequences of violations

Allied Universal commits to thoroughness and fairness when investigating possible ethics or compliance violations. Employees who are deemed to have committed violations will be subject to appropriate disciplinary action up to and including termination. Allied Universal reserves the right to refer potential violations to regulatory and law enforcement authorities, if deemed appropriate under the circumstances.

Part III. Where to find answers to your questions

Additional ethics and compliance resources

The Business Conduct Guidelines are meant to provide an overview of Allied Universal's policies on ethics, compliance and conduct-related issues. This publication is a living document and is subject to change as we refine our policies and procedures and as government agencies and regulators modify their rules. Nothing in the Code of Ethics or these Guidelines constitutes a contract of employment.

If you need more information, or if you have an ethics or compliance related question or concern, the best thing to do is talk to your supervisor or your district office regulatory or compliance representative. These are the best sources when you need help understanding the laws, regulations and practices that affect your work. In addition, employees are encouraged to explore the following resources:

- **Allied Universal's Intranet site:** This site contains information on company policies and procedures and other company standards that affect your work activities.
- **Allied Universal's General Counsel:** Legal and regulatory requirements may often seem complex or confusing. When in doubt, call the General Counsel's Office at (484) 351-1400.

You may also contact the Security Voice Helpline (800) 418-6423, x571 (English), x393 (Spanish) or the Universal Voice at (800) 461-9330 or www.universalvoice.universalpro.com.*

*Legacy AlliedBarton employees should continue to contact the Security Voice Helpline at (800) 418-6423, extension 571 (English) or 393 (Spanish), and legacy Universal Protection Service employees (and employees of UPS' affiliates) please continue to contact the Universal Voice at (800) 461-9330 (www.universalvoice.universalpro.com) or call the General Counsel's office. Please note that all employees may call the respective hotlines to report issues anonymously. The hotlines will be combined in the near future as the companies continue to integrate and new information will be distributed. For any non-AlliedBarton or non-Universal Protection Service employees that join the organization going forward and before the hotlines are combined, please use the legacy AlliedBarton hotline listed above.

<p style="text-align: center;">Allied Universal Security Services Policy Statement</p>

DRUG FREE WORKPLACE

DATE EFFECTIVE: October 1, 2016

Policy:	Y
Procedure:	N

GENERAL

Purpose:

It is the policy of Allied Universal (the Company) to provide a drug-free workplace, in compliance with all regulatory requirements for Federal Government contractors.

Background:

The Drug-Free Workplace Act of 1988 (Pub. L. 100-690) requires covered Federal Government contractors to agree that they will provide drug-free workplaces as a precondition of being determined to be a responsible contractor and receiving a contract from a Federal agency. FAR Subpart 23.5, and FAR clause 52.223-6 contain the relevant provisions for implementing the Act into Government contracts.

Scope of Employees Covered:

- All Company employees

Statutory and Regulatory References:

- The Drug-Free Workplace Act of 1988 (Pub. L. 100-690)
- FAR Subpart 23.5; FAR 52.223-6, Drug-Free Workplace

Allied Universal Policy References:

- Human Resources—Drug-Free Workplace Policy
-

POLICY

The Company's *Human Resources—Drug-Free Workplace Policy* contains the Company's broad policies and procedures related to the operation of a drug-free workplace on all contracts. Therefore, the requirements of FAR Subpart 23.5, and FAR clause 52.223-6 (which are specific to Federal Government contracts) are implemented in conjunction with the *Human Resources—Drug-Free Workplace Policy*. To the extent FAR Subpart 23.5, and FAR clause 52.223-6 are inconsistent with the Company's *Human Resources—Drug-Free Workplace Policy*, the requirements in the FAR take priority as to the Company's Government contracts. Employees are advised to contact the Company's Legal Department with any questions or issues involving the Federal Government Drug-Free Workplace clause (52.223-36) and related Company policy.

The Company is committed to complying with the Drug-Free Workplace requirements when working on a Federal Government contract. First, within 30 days of award of the covered Contract, it will publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a "controlled substance"¹ is prohibited in the Company's workplace. The statement will specify the actions that will be taken against employees for violations of the prohibition. Currently, the Company's policies and procedures on this topic are contained in the document *Human Resources — Drug-Free Workplace Policy*.

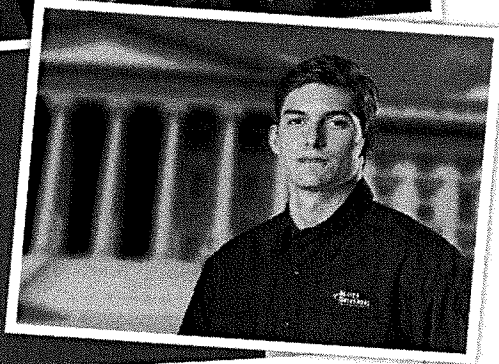
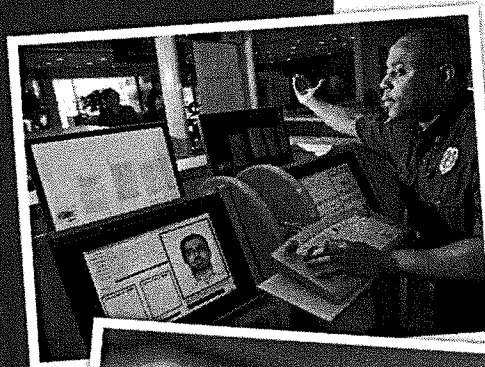
Second, the Company will establish an ongoing drug-free awareness program to inform such employees about: the dangers of drug abuse in the workplace; the Company's policy for maintaining a drug-free workplace; available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace. Additionally, the Company will provide all employees engaged in the performance of a Government Contract with a copy of the *Human Resources—Drug-Free Workplace Policy*.

Third, the Company will notify employees in writing that as a condition of continued employment on a Government Contract, the employee will: abide by the terms of this Policy and the Company's *Human Resources—Drug-Free Workplace Policy*; and notify the Company in writing of any convictions under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction. The Company will also notify the Contracting Officer (CO) in writing within 10 days after receiving notice from an employee of any conviction for violation of a criminal drug statute occurring in the workplace. This notice will include the position title of the employee.

Finally, within 30 days of receiving notice from an employee of such conviction for violation of a criminal drug statute occurring in the workplace, the Company will: take appropriate personnel action against such employee, up to and including termination; or require such employee to satisfactorily participate in a drug abuse assistance or

¹ A substance identified in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812).

rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.



Request for Proposal: 3455

Part II – Cost Proposal

A Security Partner You Can Trust

A Security Program for State of Nevada

July 5, 2017

Presented to:
Annette Morfin
Purchasing Officer
State of Nevada

Presented by:
Scott Allen
Account Manager

Steve Claton
Regional President

Part II – Cost Proposal	
RFP Title:	Uniformed Security Guards
RFP:	3455
Vendor Name:	<i>Universal Protection Service, LLC d/b/a Allied Universal Security Services</i>
Address:	<i>4000 S. Eastern Avenue Suite 210 Las Vegas, NV 89119</i>
Opening Date:	July 5, 2017
Opening Time:	2:00 PM

Section II - Cost Proposal

Vendors must provide detailed fixed prices for all costs associated with the responsibilities and related services. Clearly specify the nature of all expenses anticipated (refer to **Attachment G, Cost Schedule**).

Category	Year 1	Year 2	Year 3	Year 4
	10/01/2017-09/30/2018	10/01/2018-09/30/2019	10/01/2019-09/30/2020	10/01/2020-09/30/2021
Regular Shift – Armed – Section 2.4.1.1 (Bill Rate per Hour)	\$24.40	\$25.01	\$25.64	\$26.28
Regular Shift – Unarmed – Section 2.4.1.1 (Bill Rate per Hour)	\$19.23	\$19.71	\$20.20	\$20.71
Overtime – Armed – Section 2.4.1.2 (Bill Rate per Hour)	\$36.60	\$37.52	\$38.46	\$39.42
Overtime – Unarmed – Section 2.4.1.2 (Bill Rate per Hour)	\$28.84	\$29.56	\$30.30	\$31.06
Holiday Shift – Armed – Section 2.4.1.3 (Bill Rate per Hour)	\$36.60	\$37.52	\$38.46	\$39.42
Holiday Shift – Unarmed – Section 2.4.1.3 (Bill Rate per Hour)	\$28.84	\$29.56	\$30.30	\$31.06
Special Events – Armed – Section 2.4.1.4 (Bill Rate per Hour)	\$36.60	\$37.52	\$38.46	\$39.42
Special Events – Unarmed – Section 2.4.1.4 (Bill Rate per Hour)	\$28.84	\$29.56	\$30.30	\$31.06
Emergency Shift – Armed – Section 2.4.1.5 (Bill Rate per Hour)	\$36.60	\$37.52	\$38.46	\$39.42
Emergency Shift – Unarmed – Section 2.4.1.5 (Bill Rate per Hour)	\$28.84	\$29.56	\$30.30	\$31.06
Vehicle Patrol (Armed) – Section 2.4.1.6 (Bill Rate per Hour)	\$36.60	\$37.52	\$38.46	\$39.42
Random Marked Vehicle Stops (Armed) - Section 2.4.1.7 (Break out all costs below)	\$14.00	\$14.35	\$14.71	\$15.08

Notes to Pricing

- > Year over year wage increase included in our bill rate increases
- > Bill rates increase 2.5% each contract year
- > Holidays to be direct billed, as incurred, at 1.5 times straight time bill rates
- > 2 nonbilled account managers included in bill rates
- > Changes in statutory costs will be passed-through to the State of Nevada to reflect changes in markups to Allied Universal (ie. Nevada sick time law)

**ATTACHMENT EE
BUSINESS ASSOCIATE AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
UNIVERSAL PROTECTION SERVICE, LP
DOING BUSINESS AS
ALLIED UNIVERSAL SERVICES**

This Business Associate Agreement ("Agreement") is made and entered into this _____ day of _____, 2020 between the Southern Nevada Health District ("Covered Entity"), and Universal Protection Service, LP, doing business as Allied Universal Security Services ("Business Associate"), (individually referred to as "Party" or collectively as "Parties").

WITNESSETH:

WHEREAS, the Department of Health and Human Services ("HHS") has promulgated regulations at 45 CFR Part 160 and 164, implementing the privacy and electronic security requirements set forth in the Administrative Simplification provision of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"); and

WHEREAS, Business Associate provides services to Covered Entity pursuant to one or more contractual relationships, said Agreements are detailed below and are hereinafter referred to as "Service Agreements," and

WHEREAS, in the course of fulfilling its responsibilities under such Service Agreements, Business Associate may have access to, use, and/or disclose Protected Health Information (as defined below); and

WHEREAS, Service Agreements are hereby incorporated by reference and shall be taken and considered as a part of this document as if fully set out herein; and

WHEREAS, the enactment of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 establishes certain requirements relating to the use, disclosure, and safeguarding of protected health information by persons providing services to Covered Entities, and both Parties have mutually agreed to satisfy such requirements through this Agreement; and

NOW THEREFORE, in consideration of the Parties continuing obligations under the Service Agreement(s) and other good and valuable consideration, the Parties mutually agree to the provisions of this Agreement to address the requirements of the HIPAA Rules, establish satisfactory assurances Business Associate will appropriately safeguard any Protected Health Information received from or on behalf of Covered Entity, and, therefore, execute this Agreement.

1. AGREEMENTS AFFECTED BY THIS BUSINESS ASSOCIATE AGREEMENT

Business Associate will provide services to Covered Entity pursuant to the following Service Agreements:

PROFESSIONAL SECURITY SERVICES AGREEMENT BETWEEN SOUTHERN NEVADA HEALTH DISTRICT AND UNIVERSAL PROTECTION SERVICE, LP, DOING BUSINESS AS ALLIED UNIVERSAL SECURITY SERVICES C2000149

2. DEFINITIONS

Any terms used, but not otherwise defined in this Agreement shall have the same meaning as those terms in 45 CFR Parts 160 and 164.

- i) "Breach" means the acquisition, access, use, or disclosure of PHI a manner that is not permitted under the privacy regulations which compromises the security or privacy of the PHI. Any unpermitted access, use, or disclosure is presumed a breach absent a demonstration of a low probability that the PHI has been compromised.
- ii) "Protected Health Information" (PHI) means individually identifiable health information including, without limitation, all data, documentation, demographic, medical, and financial information collected from an individual which relates to the past, present, or future physical or mental health, condition, provision of health care, or payment for the provision of health care to an individual. PHI includes without limitation "Electronic Protected Health Information" as defined below.
- iii) "Electronic Protected Health Information" (ePHI) means PHI which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.
- iv) "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.
- v) "Required by Law" has the same meaning as the term "required by law" in 45 CFR § 164.103.
- vi) "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

3. BUSINESS ASSOCIATE CONFIDENTIALITY REQUIREMENTS (Privacy Rule)

Business Associate acknowledges and agrees:

- i) To not use or disclose PHI other than as permitted or required by this Agreement, the Service Agreements, or as Required by Law.
- ii) To use appropriate safeguards to prevent the use or disclosure of the PHI other than as provided for by this Agreement.
- iii) In case of any conflict between this Agreement and the Service Agreements, this Agreement shall govern.
- iv) All PHI created, received, maintained, or transmitted by Covered Entity and disclosed or made available in any form or format by Covered Entity or its operating units to Business Associate or is created, received maintained or transmitted by Business Associate on Covered Entity's behalf shall be subject to this Agreement.
- v) To use or disclose any PHI solely for meeting its obligations as set forth in the Service Agreement(s) and as would be permitted by the HIPAA Security and Privacy Rule if such use or disclosure were made by Covered Entity.
- vi) Ensure all such uses and disclosures of PHI are subject to the limits set forth in 45 CFR § 164.514 regarding limited data sets and minimum necessary requirements.
- vii) Ensure any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restriction and conditions that apply through this Agreement to Business Associate with respect to such information (45 CFR § 164.314).

- viii) To fully cooperate in good faith and to assist Covered Entity in complying with the requirements of the HIPAA Rules.
- ix) Subject to the exceptions contained in the HITECH Act, Business Associate will not directly or indirectly receive remuneration for the sale or exchange of any PHI without a valid authorization from the applicable individual. Business Associate will not engage in any communication which might be deemed "marketing" under the HIPAA Rules.

4. BUSINESS ASSOCIATE SECURITY REQUIREMENTS (Security Rule)

Business Associate acknowledges and agrees:

- i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of PHI other than as permitted in this Agreement or by the HIPAA Rules.
- ii) To use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by the Service Agreement(s), this Agreement, or as Required by Law. This includes the implementation of administrative, physical, and technical safeguards to reasonably and appropriately protect and secure the Covered Entity's ePHI against any reasonably anticipated threats or hazards, utilizing technology commercially available to the Business Associate. (45 CFR §§ 164.308, 164.310, 164.312). Business Associate shall maintain appropriate documentation of its compliance with the Privacy Rule, including, but not limited to, its policies, procedures, records of training, and sanctions of its workforce member. (45 CFR §164.316).
- iii) To notify Covered Entity immediately of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

In the case of an unsuccessful attempt to gain unauthorized access, Business Associate need only notify Covered Entity of an attempt that had a reasonable probability of success.

- iv) To notify Covered Entity immediately upon discovery of a breach pursuant to the terms of 45 CFR § 164.410 and cooperate in Covered Entity's breach analysis procedures, including risk assessment and final determination on whether to notify affected individuals, media, or HHS.
 - a. A breach shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate.
 - b. Business Associate shall provide Covered Entity with all required content of notification pursuant to 45 CFR § 164.410 and 45 CFR 404 within 15 business days of discovery of the Breach.
- v) For breaches determined to have resulted from the Business Associate actions and/or its subcontractors, Business Associate will handle and pay all costs for any breach notifications and/or mitigation to affected individuals and notifications to HHS and the media, on behalf of the Covered Entity.
- vi) All notifications as permitted or required pursuant to this Agreement must be in writing, and shall be made by personal delivery, overnight delivery, or via U.S. certified mail, postage prepaid to Covered Entity at the address set forth below:

Lynne Foster, Privacy Officer
Southern Nevada Health District

280 S. Decatur Boulevard
Las Vegas, NV 89107

5. BUSINESS ASSOCIATE PERMITTED USES AND DISCLOSURES

Notwithstanding the prohibitions otherwise set forth in this Agreement, Business Associate may use and disclose PHI as follows:

- i) Subject to the limitations of this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- ii) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation Services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(b).
- iii) Business Associate shall report to Covered Entity any use or disclosure of PHI which is not in compliance with the terms of this Agreement of which it becomes aware. Business Associate shall report to Covered Entity any Security Incident it becomes aware, including breaches of unsecured PHI.
- iv) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

6. SPECIFIC USE AND DISCLOSURES

- i) HHS has the right to review, audit, or investigate Business Associate's records and practices related to the use and disclosure of PHI to ensure Covered Entity's compliance with the terms of the HIPAA Rules.
- ii) Upon request, provide Covered Entity with timely and appropriate access to records, electronic records, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement.
- iii) At Covered Entity's Request, Business Associate agrees:
 - a. To comply with any requests for restrictions on certain disclosures of PHI to which Covered Entity has agreed and of which Business Associate has been notified.
 - b. Within 15 days of a request by Covered Entity, account for disclosures of PHI and make an account of such disclosure available to Covered Entity as required by 45 CFR § 164.528.

7. TERMINATION

- i) Covered Entity shall have the right to terminate this Agreement and the Service Agreement(s) immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement.
- ii) If Covered Entity reasonably believes that Business Associate has violated a material term of this Agreement, where practicable, Covered Entity shall either:
 - a. give written notice to Business Associate with an opportunity to reasonably and promptly cure or end the violation and terminate the Agreement if the Business Associates does not cure the breach or end the violation within the reasonable time specified; or

- b. terminate this Agreement and the Service Agreement(s) immediately.
- iii) This Agreement shall terminate in the event that the underlying relationship, functions, or services that gives rise to the necessity of this Agreement terminates for any reason. Upon such termination, the provisions of this Agreement which expressly or by their nature survive expiration or termination will remain in effect.
- iv) Upon termination of the Service Agreement(s), this Agreement, or at the request of Covered Entity, Business Associate will return or destroy all PHI received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information.
 - a. If such return or destruction is not feasible, Business Associate shall provide written assurances as to the means of continued protection of the data and extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction unfeasible for so long as Business Associate maintains the same.
 - b. Business Associate shall consult with Covered Entity as necessary to ensure an appropriate means for the return and/or destruction of any PHI and notify the Covered Entity in writing when such destruction is complete.
 - c. If PHI is returned, the Parties shall document when the PHI has been received by the Covered Entity.

8. MISCELLANEOUS

- i) The Parties agree that the provisions of HIPAA and the HITECH Act that apply to Business Associate are incorporated by reference into this Agreement in their entirety.
- ii) Business Associate agrees to make PHI available for amendment and incorporate any amendments to PHI in accordance with the requirements of 45 CFR § 164.526.
- iii) Except as expressly stated herein or the HIPAA Rules, the Parties to this Agreement do not intend to create any rights in any third parties.
- iv) The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Service Agreement(s) and/or the business relationship of the Parties, and shall continue to bind Business Associate, its subcontractors, agents, employees, contractors, successors, and assigns.
- v) Business Associate will indemnify and hold harmless Covered Entity and any of its officers, directors, employees, or agents against any claim, cause of action, liability, damage, cost, or expense, including reasonable attorneys' fees and court or proceeding costs, arising out of or in connection with any breach of the terms of this Agreement, any Breach of PHI under the control of Business Associate or its agents or subcontractors that requires notification under the HIPAA Rules or state law, or any failure to perform its obligations with respect to PHI by Business Associate, its officers, employees, agents, or any person or entity under Business Associate's direction or control.
- vi) This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.

- vii) The Parties are independent entities, and nothing contained herein shall be construed or deemed to create a relationship of employer and employee, principal and agent, partners, or any relationship other than that of independent parties voluntarily cooperating with each other solely for the purpose of carrying out the provisions herein.
- viii) This Agreement will be governed by the laws of the State of Nevada.
- ix) Failure to declare a breach or the actual waiver of any particular breach of the Agreement or Service Agreement(s) or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.
- x) Waiver of any term, provision or condition of this Agreement, in any one or more instances, shall not be deemed to be construed as a further waiver from any such term, provision or condition, or as a waiver of any other term, provision or condition of this Agreement.
- xi) Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and the Business Associate to comply with the HIPAA Rules.
- xii) Any reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- xiii) In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.
- xiv) This Agreement is the result of the joint efforts of Covered Entity and Business Associate, and each provision hereof has been subject to the mutual consultation, negotiation and agreement of the Parties and there shall be no construction against any Party based on any presumption of that Party's involvement in the drafting thereof.
- xv) This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY
SOUTHERN NEVADA HEALTH DISTRICT

BUSINESS ASSOCIATE

By: _____

By: _____

Fermin Leguen, MD, MPH
 Acting Chief Health Officer

Name:
 Title:

Date: _____

Date: _____

**ATTACHMENT FF
ADDITIONAL REQUIREMENTS FOR
NON-FEDERAL ENTITIES RECEIVING PAYMENT
MADE WITH FEDERAL FUNDS**

Health District anticipates Contractor will be compensated at least in part with federal funds. As such, Contractor agrees to ensure its compliance as applicable with the following:

A. GENERAL REQUIREMENTS

- A.1 **FUNDS INTENDED TO SUPPLEMENT.** Federal funding (the "Grant") shall supplement and not supplant funds received from any other Federal, State or local program or any private sources of funds.
- A.2 **GENERALLY ACCEPTED ACCOUNTING PRINCIPLES ("GAAP").** Contractor agrees to adopt and maintain a system of internal controls which results in the fiscal integrity and stability of its organization, including the use of GAAP.
- A.3 **NO SUBCONTRACTING PERMITTED.** Contractor agrees that no portion of the Grant funds will be subcontracted without prior written approval from Health District unless expressly identified within Purchase Order Documents.
- A.4 **AMERICANS WITH DISABILITIES ACT.** Contractor agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 CRF 26.101-36.999 inclusive, and any relevant program-specific regulations.
- A.5 **COMPLIANCE WITH TITLE 2 OF THE CODE OF FEDERAL REGULATIONS AND GUIDANCE FROM OFFICE OF MANAGEMENT AND BUDGET.** As applicable, Contractor agrees to comply with Title 2 of the Code of Federal Regulations, and any guidance in effect from the Office of Management and Budget ("OMB").
- A.6 **WORK ENVIRONMENT.** Contractor agrees to provide a work environment in which the use of tobacco products, alcohol, and/or illegal drugs is prohibited.
- A.7 **PROHIBITED ACTIVITIES.** Contractor shall not use grant funds for any activities related to the following:
 - (a) Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
 - (b) Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of Influencing the outcome of an election, referendum, initiative or similar procedure.
 - (c) Any attempt to influence:

- The introduction or formulation of federal, state or local legislation; or
 - The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local government entity responsible for enacting local legislation, including without limitation, efforts to influence state or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
- (d) Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
- (e) Any attempt to influence:
- The enactment or modification of any pending federal, state or local legislation; or
 - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
- (f) Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections (a) through (e), inclusive.
- (g) Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections (a) through (e), inclusive.

- A.8 CONFLICT OF INTEREST. Contractor agrees to immediately disclose to Health District any existing or potential conflicts of interest relative to performance of the Services.
- B. COMPLIANCE WITH UNIFORM GUIDANCE PROCUREMENT STANDARDS. Contractor agrees to follow and comply with 2 CFR §§200.318 General Procurement Standards through 200.326 Contract Provisions as applicable.
- C. UNIFORM GUIDANCE CONTRACT PROVISIONS. In accordance with 2 CFR Part 200 Appendix II to Part 200—Contract Provisions for Non-Federal Entities, Contractor agrees to follow and comply with all applicable contract provisions contained therein. These provisions may include the following:
- C.1 REMEDIES. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- C.2 TERMINATION. All federally funded contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- C.3 EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “Federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- C.4 DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report

all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- C.5 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by a non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- C.6 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- C.7 CLEAN AIR ACT (42 U.S.C. 7401-7671q.) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- C.8 ENERGY EFFICIENCY. The Parties will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- C.9 DEBARMENT AND SUSPENSION. (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (a) Furthermore, each of Contractor’s vendors and sub-contractors will certify that to the best of its respective knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- C.10 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. 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 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- C.11 PROCUREMENT OF RECOVERED MATERIALS. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

