



**GUILFORD COUNTY CONTRACT NO. 90002659
Parent Contract No.**

THIS CONTRACT RENEWAL is hereby made, entered into, and effective as of February 20, 2022, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "COUNTY," and WEISER SECURITY SERVICES, INC, hereinafter referred to as the "CONTRACTOR," and also collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Parties entered into a CONTRACT on February 20, 2021, whereby the CONTRACTOR agreed to provide the following goods and/or service(s) to the COUNTY: ARMED AND UNARMED SECURITY SERVICES (BID 646), and

WHEREAS, the initial Contract was for one (1) year(s) with the option to renew for two (2) additional one (1) year renewals and may be revised or modified with a written Contract executed by both Parties; and,

WHEREAS, the Parties now wish to modify the terms of the Contract by extending the Contract period from February 20, 2022, through February 19, 2023, with one (1) remaining options to renew.

NOW, THEREFORE, the Parties mutually agree that, as of the effective date of this Contract, the following changes are hereby made to the initial Contract as follows:

1. CONTRACT TERM. The effective period of this Contract is hereby extended from February 20, 2022, through February 19, 2023, under the same terms and conditions as set forth in the initial contract, as revised. All goods and/or services will be provided in a competent and professional manner acceptable to the COUNTY.

2. GOODS AND/OR SERVICES AND CHANGES. The Parties hereby agree that the goods and/or services provided by the CONTRACTOR to the COUNTY hereunder will remain the same as included in the initial Contract, except as revised by written Contract executed by the Parties.

3. PRICING. As full consideration for the CONTRACTOR'S delivery of the goods and/or services, the COUNTY agrees to pay the amounts as listed in the initial Contract and as stated in this Contract, as applicable. As referenced by Attachment A.

4. PAYMENT. Payment will be made to the CONTRACTOR by the COUNTY within thirty (30) days of receipt of a correct, itemized invoice and proper documentation that the goods and/or services have been delivered or provided in accordance with this Contract.

5. PRICE ONLY CONTRACT. The COUNTY is not financially committed by this Contract to purchase any minimum amount of goods and/or services. The financial exposure to the COUNTY under this Contract is not expected to exceed \$1,226,878.70. Payment will be made only from budgeted funds in accordance with N.C. Gen. Stat. §159.

6. APPROPRIATION. This Contract is subject to annual appropriation of funds by the Guilford County Board of Commissioners or other funding source, pursuant to N.C. Gen. Stat. §153A-13.

7. AMENDMENTS. The terms of this Agreement may only be modified or revised with a written Contract executed by both Parties.

8. TERMINATION.

TERMINATION FOR CONVENIENCE.

Either Party may terminate this Contract without cause or penalty upon serving a thirty (30) day written notice to the other Party. Subject to this Contract's provisions regarding breach, all goods and/or services provided and accepted as of the date of termination will be paid; similarly, amounts paid in advance, if any, for which goods and/or services have not been provided and accepted by COUNTY will be promptly refunded to COUNTY by CONTRACTOR within thirty (30) days of date of termination of this Contract.

TERMINATION FOR CAUSE.

If CONTRACTOR fails to fulfill its obligations under this Contract in a timely and/or proper manner ("breach"), either in whole or in part, and such breach continues for a period of more than ten (10) days after COUNTY has notified CONTRACTOR of such breach, COUNTY shall have the right to terminate this Contract immediately thereafter by giving written notice to the CONTRACTOR specifying the effective date thereof. In that event, without limiting COUNTY's remedies for breach, any or all finished and/or unfinished deliverables prepared by the CONTRACTOR under this Contract shall, at the option of the COUNTY, become COUNTY property and CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed and accepted on such deliverables, minus any payment or compensation previously made, and subject to any applicable setoff(s).

9. BREACH. If, through any cause, CONTRACTOR or COUNTY ("the breaching party") shall fail to fulfill its obligations under this Contract in a timely and/or proper manner ("breach"), either in whole or in part, and such breach has continued for a period of more than ten (10) days after the other party ("the non-breaching party") has notified the breaching party of such breach, in addition to any termination rights that it may have, the non-breaching party shall have all legal, equitable, and administrative rights available under applicable law. Without limiting other remedies, where COUNTY is the non-breaching party COUNTY may: Withhold any payment due CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due COUNTY from such breach can be reasonably determined (at which time that amount shall be deducted from any payment(s) otherwise due to CONTRACTOR) and/or procure the contracted for services or goods from other sources and hold CONTRACTOR responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by CONTRACTOR shall constitute an act of breach under this Contract.

10. FEDERAL FUNDING – UNIFORM GUIDANCE. The Parties agree that when utilizing federal funding in the performance of this Agreement, the Parties shall comply with all applicable provisions of 2 C.F.R. §200.326 and 2 C.F.R. Part 200, Appendix II, (Uniform Guidance), including, but not limited to: The Equal Employment Opportunity Clause (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. §3145, as supplemented by Department of Labor (DOL) regulations, 29 C.F.R. 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"); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708, as supplemented by DOL regulations at 29 C.F.R., Part 5. See 2 C.F.R. Part 200, Appendix II(E); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549(1986) and 12689(1989) at 2 C.F.R. Part 180 and the DHS' regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. Part 200, Appendix II(J) and §200.322); Rights To Inventions by Nonprofit Organizations

and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements (37 C.F.R. Part 401); Record Retention Requirements (2 C.F.R. §200-324); and subsequent amendments, which are incorporated herein by reference.

11. PRIOR AGREEMENTS. All other provisions of the initial Contract and subsequent modifications and revisions, are hereby ratified and shall continue in full force and effect without change, unless and until revised upon mutual written Agreement of the Parties, or terminated as provided herein.

12. JURISDICTION. The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The CONTRACTOR will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

13. COVID-19 PROTECTIVE MEASURES. CONTRACTOR agrees that all employees, agents, or representatives of CONTRACTOR who will be on Guilford County premises in performance of the duties set out herein, shall provide proof of vaccination for COVID-19 before going on site at any Guilford County premises. The provisions of this paragraph shall apply so long as Guilford County has a mandatory COVID-19 testing and vaccination program in place.

(The remainder of this page is intentionally left blank.
This Contract continues with signatures on the following page.)

WITNESS the following signatures and seals all pursuant to authority duly granted, effective as of the day and year first above written.

GUILFORD COUNTY

Michael Halford
Guilford County Manager

ATTEST:

Robin B. Keller
Guilford County Clerk to Board

WEISER SECURITY SERVICES, INC

Print Name: _____
Title: _____

ATTEST:

Witness _____ Date _____
Print Name: _____

(SEAL)

This contract does not create an obligation to purchase and, therefore, has not been preaudited. Purchases under this contract shall only be made pursuant to purchase orders, each of which will contain a preaudit certificate.

Derrick Bennett
Guilford County Finance Director

FINANCIAL EXPOSURE FOR 1 YEAR SECURITY SERVICES		Weiser Security (Present)	Weiser Security (Request)
<u>UNARMED HOURLY RATE</u>	\$ 15.94	\$ 22.40	
<u>ARMED HOURLY RATE</u>	\$ 19.81	\$ 26.98	
<u>SUPERVISOR HOURLY RATE</u>	\$ 17.86	\$ 24.50	
<u>ACCOUNT MANAGER HOURLY RATE</u>	\$ 23.58	\$ 30.01	
<u>WEISER % UNARMED RATE</u>	\$ 4.94	\$ 6.40	
<u>WEISER % ARMED RATE</u>	\$ 5.81	\$ 7.98	
<u>WEISER % SUPERVISOR RATE</u>	\$ 5.36	\$ 7.00	
<u>WEISER % ACCOUNT MANAGER RATE</u>	\$ 7.08	\$ 8.51	
<u>UNARMED HOURLY TAKE HOME RATE</u>	\$ 11.00	\$ 16.00	
<u>ARMED HOURLY TAKE HOME RATE</u>	\$ 14.00	\$ 19.00	
<u>SUPERVISOR TAKE HOME RATE</u>	\$ 12.50	\$ 17.50	
<u>ACCOUNT MANAGER TAKE HOME RATE</u>	\$ 16.50	\$ 21.50	
<u>TOTAL UNARMED RATE INCREASE</u>	\$ 6.46		
<u>TOTAL ARMED RATE INCREASE</u>	\$ 7.17		
<u>TOTAL SUPERVISOR RATE INCREASE</u>	\$ 6.64		
<u>TOTAL ACCOUNT MANAGER RATE INCREASE</u>	\$ 6.43		
<u>TOTAL UNARMED WEEKLY HOURS NEEDED FOR SITE(S) COVERAGE</u>	913	913	
<u>TOTAL ARMED WEEKLY HOURS NEEDED FOR SITE(S) COVERAGE</u>	52	52	
<u>TOTAL SUPERVISOR WEEKLY HOURS NEEDED FOR SITE(S) COVERAGE</u>	80	80	
<u>TOTAL ACCOUNT MANAGER WEEKLY HOURS NEEDED FOR SITE(S) COVERAGE</u>	40	40	
<u>WEEKLY TOTAL HOURS PAID UNARMED</u>	\$ 14,553.22	\$ 20,451.20	
<u>WEEKLY TOTAL HOURS PAID ARMED</u>	\$ 1,030.12	\$ 1,402.96	
<u>WEEKLY TOTAL HOURS PAID SUPERVISOR</u>	\$ 1,428.80	\$ 1,960.00	
<u>WEEKLY TOTAL HOURS PAID ACCOUNT MANAGER</u>	\$ 943.20	\$ 1,200.40	
PAID WEEKLY TOTAL UNARMED AND ARMED	\$ 17,955.34	\$ 25,014.56	
	\$ 17,955.34	\$ 25,014.56	
	4.33 weeks per month	4.33 weeks per month	
PAID MONTHLY TOTAL UNARMED AND ARMED	\$ 77,746.62	\$ 108,313.04	
	\$ 17,955.34	\$ 25,014.56	
	x 52 weeks	x 52 weeks	
PAID YEARLY TOTAL UNARMED AND ARMED	\$ 933,677.68	\$ 1,300,757.12	
<u>MINUS HOLIDAYS UNARMED</u>	12 holidays X \$15.94 X 160.25 hrs	12 holidays X \$22.40 X 160.25 hrs	
<u>MINUS HOLIDAYS ARMED</u>	12 holidays x 19.81 x 31.5	12 holidays x 26.98 x 31.5	
<u>MINUS HOLIDAYS SUPERVISOR</u>	12 holidays x 17.86 x 31.5	12 holidays x 24.50 x 31.5	
<u>MINUS HOLIDAYS ACCOUNT MANAGER</u>	12 holidays x 23.58 x 31.5	12 holidays x 30.01 x 31.5	
	\$ 30,652.62	\$ 43,075.20	
	\$ 7,488.18	\$ 10,198.44	
		\$ 9,261.00	
		\$ 11,343.78	
TOTAL HOLIDAYS DEDUCTION	\$ 38,140.80	\$ 73,878.42	
	\$ 933,677.68	\$ 1,300,757.12	
	\$ 38,140.80	\$ 73,878.42	
WEISER SECURITY GRAND TOTAL FINANCIAL EXPOSURE YEARLY TOTAL UNARMED AND ARMED	\$ 895,536.88	\$ 1,226,878.70	
	\$ 895,536.88	\$ 1,226,878.70	
ANNUAL TOTAL FOR COMPANY POLICE, UNARMED AND ARMED SECURITY SERVICES	\$ 895,536.88	\$ 1,226,878.70	

WEISER SECURITY HOURS AND LOCATIONS 2022-23					Pay Rates	Bill Rates
Courthouse Greensboro	Duty Hours	Weekly/Hrs	Notes			
WEISER OPERATIONS MANAGER	0800-1700	40.00	8AM - 5PM		21.5	30.01
WEISER SITE SUPERVISOR/ PLAZA X-RAY	0730-1630	40.00	7:30AM - 4:30PM		17.5	24.5
WEISER PLAZA HAND WAND	0800-1700	40.00	8AM - 5PM		16	22.4
WEISER PLAZA X-RAY OFFICER	0800-1200	20.00	8AM - 12PM		16	22.4
WEISERPLAZA WAND/PATROL Unit 15	0800-1200	20.00	8AM - 12PM		16	22.4
WEISER PLAZA DOOR OFFICER	0745-1145	20.00	7:45AM - 11:45AM		16	22.4
WEISER LG DOOR OFFICER/PLAZA HAND WAND	0745-1145	20.00	7:45AM - 11:45AM		16	22.4
WEISER PATROLLING OFFICER UNIT 13	0700-1300	40.00	7AM - 3PM		16	22.4
WEISER LOWER GROUND X-RAY OFFICER	0800-1700	40.00	8AM - 5PM		16	22.4
WEISER SPECIAL POSTING-IF NEEDED	Varies	3.00	Peak Tax/Elections - After Hours Meetings		16	22.4
BB&T						
DHHS 1203 Maple Street						
WEISER PATROLLING OFFICER	1415-2100	33.75	2:15PM - 9PM		16	22.4
WEISER PATROLLING OFFICER	0630-1430	40.00	6:30AM - 2:30PM		16	22.4
1100 Wendover						
WEISER PATROLLING OFFICER-HOURS CHANGE	0630-1030	20.00	6:30AM - 10:30AM	HOURS CHANGE	16	22.4
WEISER PATROLLING OFFICER	1700-2100	20.00	5PM - 9PM		16	22.4
MH/IS/Independence						
WEISER PATROLLING OFFICER	0700-1500	40.00	7AM - 3PM		16	22.4
WEISER PATROLLING OFFICER	1500-1900	20.00	3PM - 7PM		16	22.4
WEISER PARKING OFFICER-IF NEEDED	Varies	2.00	Peak Tax Periods		16	22.4
Dundas						
WEISER ARMED OFFICER	0800-1830	52.50	8AM - 6:30PM		19	26.98
Animal Shelter						
WEISER PATROLLING OFFICER	0930-1730 HOURS CHANGE	40.00	Tuesdays thru Saturday		16	22.4
Courthouse High Point						
WEISER SITE SUPERVISOR	0800-1700	40.00	8AM - 5PM		17.5	24.5
WEISER X-RAY OFFICER	0800-1700	40.00	8AM - 5PM		16	22.4
WEISER HAND WAND/PATROL	0800-1600	40.00	8AM - 4PM		16	22.4
WEISER BASE OFFICER	0700-1500	40.00	7AM - 3PM		16	22.4
WEISER PARKING BOOTH ATTENDANT	0900-1700	40.00	9AM - 5PM		16	22.4
WEISER PATROLLING OFFICER	0800-1700	40.00	8AM - 5PM		16	22.4
WEISER PATROL/BASE WEEKENDS	0600-0600	48.00	3 SHIFTS SAT & SUN		16	22.4
WEISER NIGHT MEETINGS/TUESDAYS	1730-2030	3.00	5:30PM - 8:30PM		16	22.4
Public/Mental Health High Point						
WEISER PATROLLING OFFICER	1500-2030	27.50	3PM - 8:30PM		16	22.4
Russell Street High Point						
WEISER PATROLLING OFFICER	0700-1900	55.00	7AM - 7PM		16	22.4
WEISER ROD/TAX OFFICER	0800-1700	40.00	8AM - 5PM		16	22.4