



### Guilford County's General Terms and Conditions

1. This bid package serves as official notice that GUILFORD COUNTY is soliciting and will receive bids for the item(s) and/or service(s) stated on the event cover page and outlined in the Bid specifications. Bids shall be submitted electronically via the Purchasing Department's Strategic Sourcing website: <https://www.guilfordcountync.gov/our-county/purchasing>  
**by the event close date and time specified.**
2. All addenda to this bid package will be issued electronically. No oral changes by anyone shall affect this bid package.
3. The official bid price, quote, response for RFP, RFQ, or otherwise instructed; shall be signed by a duly authorized person acknowledging full understanding of the bid information and all addenda. The signature shall be witnessed and the Corporate Seal affixed if a corporation. The exact legal name of the corporation or other entity shall be provided
4. Price quotes shall be net, to include all discounts and delivery charges to GUILFORD COUNTY. In cases of difference between unit price and total price, unit price shall prevail unless otherwise noted.
5. Bid event submittal schedules are fixed and will not be amended unless Guilford County determines the County has given cause to extend the event.
6. Items and services bid are for delivery or completion as soon as possible unless otherwise stated. Delivery or completion dates could therefore be important in making the award.
7. With the exception of construction bids, state and local sales taxes are not to be included in quotes, but they are to be added later to all invoices shown as a separate line item for payment. Federal sales-excise) taxes, where applicable, are to be included in quotes as they are a part of the purchase price. See the construction bid specifications in the event for construction and repair sales tax instructions.
8. All Formal Bids will be publicly opened and recorded at the date and time specified by and in the Purchasing Department. It is GUILFORD COUNTY's policy to announce the award electronically. All other information, except that specifically noted by the Supplier as being of a Confidential nature, becomes public record in accordance with GS 132 and other applicable North Carolina laws. All interested parties are invited to attend any Formal Bid opening.
9. GUILFORD COUNTY will have a period of thirty (30) days, unless otherwise stated, after opening to analyze and award to lowest responsive and responsible bidder based on service, quality, delivery date, performance data and price. The successful supplier shall promptly enter into a contract acceptable to Guilford County.
10. All Events/Bids in the Formal Range require the final approval of the GUILFORD COUNTY Board of Commissioners who normally meet in open session two times each month, the first and third Thursday at 5:30 PM. Everyone is invited to attend those meetings.
11. A Bid Deposit may be required. If this is the case, it will be clearly stated in the Event specifications for each package. If a bid deposit is required, it should be no less than 5% of the total bid in cash, cashier's check, certified check, or a Bid Bond. The checks shall be drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation; and, the bond shall be a corporate surety licensed under the State of North Carolina. The obligee in either check or bond shall be Guilford County.

## ATTACHMENT A

12. If Bid Deposit Checks are received, they will be returned to all suppliers when the successful supplier has been selected and the contract awarded by Guilford County. The successful deposit check will be returned when the required contract has been executed.
13. In addition to the bid deposit or bid bond, some supplier's may require a separate Performance Bond and/or laborers-materials men's bond as provided by law in the amount of the contract by the awarded supplier(s). If this is required, it will be clearly stated in the bid specifications. In place of a bond; cash, cashiers check, certified check or government securities shall be acceptable.
14. Guilford County reserves the right to reject any or all bids if in the best interest of the County.
15. In case of default by the Supplier, Guilford County shall retain the Bid Deposit or call upon the Bid Bond surety unless otherwise provided by Law.
16. Guilford County's policy is normally Net 30 days upon completion and acceptance. In the case of some longer term projects, Guilford County may choose to release partial payments to the supplier each month based on 90% of the estimated value of the work completed. The final payment will be released within thirty (30) days or less after the satisfactory completion of all work, its acceptance by Guilford County and the settlement of all other claims and accounts.
17. In the case of Continuing Service Type Contracts, payment will be made monthly or as otherwise agreed upon.
18. It is Guilford County's Purchasing Policy to conduct all purchasing within the North Carolina Laws and Guilford County Purchasing Policy, to provide each supplier/contractor an equal opportunity to participate, and to award on a best value basis. In order to accomplish our policy, we intend to make every supplier/contractor aware of each purchasing opportunity. Contracts shall be awarded to the lowest responsive and responsible bidder(s) based on quality, performance and the time specified in the proposal for the performance of the contract. Suppliers/contractors should register online at [www.co.guilford.nc.us/sourcing](http://www.co.guilford.nc.us/sourcing).
19. A Material Safety Data Sheet (MSDS) shall be furnished to Guilford County for all products purchased that contain hazardous material and/or components.
20. Any supplier/contractor performing work on GUILFORD COUNTY property is required to have adequate Liability and Workers Compensation Insurance that will fully protect GUILFORD COUNTY from any damages to property and/or persons caused by the supplier/contractor.
21. The Supplier shall take Affirmative Action in complying with all Federal and State requirements concerning fair employment without regard to discrimination by reason of race, color, religion, sex, national origin or physical handicap.
22. The successful Supplier is responsible for compliance with all applicable Local, State and Federal Laws, including all state and local permits, licenses and fees.

23. If the Supplier/Contractor should undergo merger, acquisition or any change in their ownership or their name for any reason, the provider shall immediately notify Guilford County in writing of these changes and provide Guilford County with legal documentation supporting these changes, such as an Assumption Agreement, Bill of Sale, Articles of Incorporation, Articles of Amendment, sales contract, merger documents, etc. Further, the Supplier/Contractor shall submit the name and address of their registered agent for Service of Process and/or all notices required under the contract(s). This contract shall not be assumed or otherwise transferred to another party by the Supplier/Contractor without the express written consent of Guilford County, which said consent will be evidenced by acceptance memo, letter or e-mail from the Guilford County Manager, or designee, to the original Supplier/Contractor under the contract and the assuming Supplier/Contractor.
24. Provider shall operate as an independent contractor for all purposes. The Parties agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of their individual acts or omissions to the extent allowable by law.
25. Guilford County and the awarded Vendor shall comply with Equal Employment Opportunities (EEO) requirements, and to take affirmative action to ensure that all individuals have an equal opportunity for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information, or veteran status under the Guilford County EEO Plan, as amended, implemented pursuant to 41 CFR Part 60-2.10(a)(3), 41 CFR §60-741.44(a) and 41 CFR §60-300.44(a), and in accordance with the following laws, as amended: Title VII and Title IX of the Civil Rights Act of 1964; The Equal Pay Act of 1963; Executive Order 11246; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973, as amended (Section 503); the Americans with Disabilities Act of 1990; the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA); the Civil Rights Restoration Act of 1988; NC General Statutes Chapters 116 and 126 and Title II of the Genetic Information Nondiscrimination Act of 2008, the North Carolina Equal Employment Opportunity Policy effective June 1, 2015, along with all other applicable federal and state laws governing equal employment opportunities.
26. This contract is governed by the Laws of the State of North Carolina.



## Request for Proposals for Professional Services

### Security Services for Guilford County

Event # 646 **AMENDED 3-20-19**

Commodity Code: 990

#### **I. Introduction**

On behalf of the Guilford County Security Department, the Guilford County Purchasing Department is soliciting Proposals for contracted security services. The services required include:

**1) Regular Security Services**

Unarmed, Armed, Supervisors and Operations Manager

**2) Company Police Services**

Two contracts will be awarded to one or two qualified service provider(s).

The initial three-year contract term has two one -year renewal options at the original pricing. The effective date of the contract is July 1, 2019 through June 30, 2022. Two renewal options for one-year each are additional for a total contract period of up to five years.

#### **II. Background, Objective and Goals**

Location: Services are performed in various Guilford County (County) facilities. Attachment B provides information for current locations and estimated hours. The schedule and locations are subject to change based on the needs of the County.

Security Services to be provided: Perform screening for weapons and contraband, conduct patrols of various facilities to detect and deter criminal activity, lawfully detain violators when appropriate, write concise reports, secure and document found property/contraband. Review credentials and identification of visitors, provide assistance and customer service to the public

and government employees. Monitor Closed Circuit TV camera systems and alarms and perform other duties as directed.

Company Police services to be provided: Perform screening for weapons and contraband, conduct patrols of various facilities to detect and deter criminal activity, lawfully cite, detain, or arrest violators when appropriate, write concise reports, secure and document found property/contraband. Review credentials and identification of visitors, provide assistance and customer service to the public and government employees. Access the NC Aware system. Services may include arranging or providing safe transport of people in custody. Company Police may also be called upon to perform security duties as described herein.

### III. General Requirements

Contractors must meet the following general requirements to be considered:

- 1) The County requires that Contractor's personnel are paid minimum rates as follows:

<b>Minimum Hourly Pay Rates</b>	
<b>POSITION</b>	<b>RATE</b>
Manager	\$16.50
Site Supervisor	\$12.50
Company Police Officer	\$18.00
Armed Security Officer	\$14.00
Security Officer	\$10.90

- 2) Contractor must be licensed by the NC Private Protective Services Board for security services and the selected Company Police provider by the NC Attorney General's office.
- 3) Contractors must be practicing equal opportunity employers. Unlawful discrimination of any kind will be grounds for cancellation of the contract.
- 4) Contractors shall provide to Guilford County for informational purposes only, an attachment describing their equal opportunity plan if any, and the current makeup of their local staff including managements by diversity categories of Minority, Ethnicity, and Gender.
- 5) Selected contractor(s) shall have a minimum of three years of verifiable experience performing work that is similar in scope and nature.

6) Contractor must submit their most recent audited profit and loss statement with positive assets for consideration as evidence demonstrating financial capacity. The auditor's letter shall be included. The County may request the full audit from the finalist.

7) Contractor must submit any findings or fines related to state regulatory compliance in the past four (4) years. The County reserves the right to disqualify contractors with compliance failures on the basis of past performance.

8) The Contractor must, at all times during the term of the contract, carry professional liability insurance covering occurrences on Guilford County premises with limits of not less than \$3,000,000 dollars per occurrence or individual and not less than \$6,000,000 aggregate, and that Guilford County must be named as an additional insured under said policy. The full insurance requirements are attached in the event terms and conditions.

9) Contractor must agree to hold Guilford County harmless of any act committed by security personnel unless those acts are committed as a result of direct instructions of authorized Guilford County personnel. The successful contractor(s) must defend, indemnify, and hold harmless Guilford County and the offices and employees thereof, from and against any and all losses, liabilities, damages, injuries, claims, demands, costs and expenses of every kind and nature, whether or not covered by insurance, arising out of and in connection with any agreement the successful contractor may enter with Guilford County, unless specifically exempted therefore by the County and set out in the agreement with Guilford County.

#### **IV. Specific Requirements**

1) A mandatory pre-proposal meeting conference will be held on Wednesday, March 20<sup>th</sup> at 2:00 pm in the Blue Room on Level 1 of the Old Guilford County Courthouse. The address is 301 West Market Street Greensboro, NC 27401. Parking is available at the Greene Street Parking Deck. Attendance is required for a contractor's bid to be considered responsive.

2) Registration/license requirements to perform security and/or company police duties are solely the responsibility of the contractor. Copies of related documents shall be provided to Guilford County upon request to ensure requirements are being met.

3) Personnel: Guilford County, through its authorized representative, reserves the right to approve or disapprove any persons from serving as security personnel. Guilford County further reserves the right to have removed from its property any security personnel deemed to be undesirable for any reason whatsoever.

4) Interviews: Prospective security personnel must be scheduled for an interview with Guilford County Security staff prior to working on a Guilford County site. They must wear the appropriate prescribed uniform for the interview. A written exam will be given by Guilford County to determine if they have the basic skills necessary to write an incident report and communicate with the public. The time needed for this interview will be approximately thirty

(30) minutes, and will not be billable to Guilford County. The contractor will provide the following at the time of the interview:

- Application
- Criminal records check for the past four (4) years
- Proof of urinalysis testing
- Private Protective Services Registration

5) For prospective supervisory/management personnel, the following additional documents are required:

- Resume'
- Documents supporting experience requirements
- Recommendation letter from the company
- Certificates of training relative to the position

6) For prospective Company/Special Police Officers, the following documents are required:

- Resume'
- Documents supporting experience requirements
- Recommendation letter from the company
- Certificates of training
- Certification document from the Department of Justice

7) Qualifications: All security/company police personnel assigned to Guilford County property must be able to read and write. No security personnel shall be assigned who is not of good moral character or is under indictment or has been convicted of criminal violations except for minor traffic violations. Driving under the influence or evading police are not considered minor traffic violations. All personnel are expected to be helpful, courteous and effectively communicate with employees and the public. Contractors are strongly urged to carefully screen prospective officers and select officers to work in areas that are best suited to their abilities. Contractor will ensure all security personnel have been screened for amphetamines, barbiturates, benzodiazepines, cannabinoids, cocaine, opiates, methaqualone and phencyclidine before employment. No one will be permitted to work on County property without satisfactory test results.

Security contractor must at their expense have a psychological evaluation conducted for all armed officers prior to their assignment on the Guilford County contracts. Contractor agrees that armed/company police officers with unsatisfactory results will not be assigned to the Guilford County contract.

**8) Management and Supervision:** The contractor is required to handle scheduling, training and compliance with the Private Protective Services Act and North Carolina Attorney General's requirements.

The Operations Manager and Site Supervisors must only conduct administrative business that pertains to this account. The hiring and initial training of officers as required by law must not be conducted on Guilford County property. A supervisor must ensure all personnel are present for duty at the start of the shift, and promptly notify the Guilford County Shift Supervisor of any shortages. Courthouse personnel will be inspected at the start of the shift or soon as possible afterward. Inspections will address cleanliness and condition of the uniform and post equipment, as well as personal hygiene and fitness to perform duties. The Site Supervisor and Operations Manager in High Point and Greensboro are part of the daily staffing at the X-ray stations.

**9) Operations Manager Requirements:** Three (3) years verifiable experience in law enforcement or security, two (2) of which must be in a supervisory capacity, including hiring and counseling experience. Will be trained and efficient in use of pepper spray and handcuffing procedures. Handcuffs and pepper spray will be provided by the contractor and will be worn while on duty. The operations manager will sign out each time he or she leaves the Greensboro Courthouse. With approval of Guilford County, the operations manager is permitted to be off-site for one hour per week for meetings or other administrative duties. Guilford County will not be billed for this time. The operations manager will make post visits of all sites at least once per month. Upper management is highly encouraged to make periodic site visits and record the time/date/location they were conducted.

**10) Site Supervisor Requirements:** One (1) year of verifiable experience in law enforcement or security. Will be trained and efficient in use of pepper spray and handcuffing procedures. Handcuffs and pepper spray will be provided by the contractor and will be worn while on duty.

**11) Uniform and Equipment Requirements:** Police/military type uniforms will be worn. Uniforms will be clean, serviceable, and neatly pressed. A minimum of three pair of slacks and three shirts will be issued. Black, highly shined military style footwear is required. Shoes will have dark soles and no markings. No athletic shoes. Socks must be solid black or dark blue. Trousers will not have more than a single break in the bottom cuff area, nor will they be excessively tight. Each officer will have one cold weather jacket and windbreaker. A black, police style equipment belt designed to carry a portable radio and other gear will be worn. Sufficient rain gear and reflective vests will be available for those officers who work outdoors. A matching glove case and a pair of protective latex gloves will be carried. Officers working at X-Ray stations will wear black, puncture/cut resistant gloves. A security badge (metal or embroidered) and plastic/metal nametag will be worn over the pocket flap. Officers must wear

the proper uniform at all times while on Guilford County property. Company Police officers will carry a handgun, pepper spray, handcuffs, and puncture resistant gloves. Conductive electric weapons are encouraged by not required.

Contractor for Company Police services must have access to a vehicle should the need to transport someone in custody arise. Local law enforcement agencies do not typically transport those arrested by Company Police.

The contractor must present its proposed guidelines concerning grooming standards and wear of the uniform including hair color/styles, fingernails and jewelry prior to start of the contract. In addition, contractor will provide 8 X 10 head-to-toe photographs of a male security officer, a female security officer, a male Company Police officer and a female Company Police officer in their prescribed uniform. Guilford County reserves the right to approve specifications based on safety and security considerations.

In the event that a contractor's employee does not meet grooming or dress code standards, the Security Director or his/her designee reserves the right to send the employee back to the contractor, who will allow the employee to correct any defects or send a replacement employee. The contractor shall not bill the County for their employee's time to remedy the defect.

**12) Schedules and Billing:** Unless otherwise directed, the holidays listed below are to be manned in the same manner as weekends. The hourly billing rates to Guilford County will not increase during the terms of the contract, including renewal terms. Guilford County will not pay premium holiday rates. Schedule is subject to change.

Martin Luther King Jr. Day	Veteran's Day
Good Friday	Thanksgiving Holidays (2 days)
Memorial Day	Christmas Holidays(3 days)
Independence Day	New Year's Day
Labor Day	

**13) Possible Locations of Work:** At the pre-bid conference, Guilford County will provide a list of regularly scheduled hours and locations. These sites and hours are to be considered as probable and are subject to change without advance notice.

**14) Estimated Hours of Work**

There are no guarantees of minimum or maximum hours per week. Guilford County may require extra security officers for special events. A two-hour minimum will be paid by Guilford

County if the officer shows at the scheduled time and place. Guilford County will NOT pay overtime rates except when the Director of Security or his/her designee request additional service with less than a 24-hour notice, which would reasonably cause the contractor to have to pay an overtime rate to employees. The overtime billing rate must not exceed 1.5 times the normal billing rate. Guilford County will not pay for services that have not been performed as prescribed.

The regular officer/unarmed rate is the standard rate all officers provided unless the County has requested officers who are armed officers or are company police, in which case those billing rates will be paid. Supervisor and Operations Manager billing charges shall be incorporated into the regular officer rate as well as all overhead costs of the contractor.

Guilford County will pay the regular/unarmed officer rate for regular services. In the event that the security company sends a higher level officer, the County will only pay the billing rate of the requested officer.

The contractor will pay liquidated damages of \$16.00 per hour (prorated) for every hour of service that is not filled. Liquidated damages must be deducted from the billing for the period that the shortage occurred.

15) Training Requirements: The contractor's training program will be evaluated by Guilford County with consideration given to designated training site, training materials and quality/amount of training provided. The contractor shall be required, at their cost, to begin overlap training with the current contractor no later than June 21, 2019 unless otherwise approved by Guilford County. All security personnel will be trained on site for 24 hours by a qualified trainer prior to working alone on post, except for the High Point booth attendant and x-ray operators which require 40 hours of training. The contractor will only assign training duties to those who have adequate knowledge and a minimum of six months of experience in the position(s) for which they are conducting the training. A maximum of ten (10) trainers will be permitted. The contractor will provide a list of their qualified trainers for Guilford County approval. Only the Director or his/her designee may make exceptions to the training requirements. The contractor is responsible for site training costs. Training must include post orientation, safety, proper wear of the uniform, customer service, use of hand held radios, and report writing. Prospective officers may be required to demonstrate their proficiency prior to working in a position. In addition to supervisory personnel, armed officers and company police, Guilford County will require up to eight (8) regular security officers to carry handcuffs and pepper spray. The training and equipping of such officers will be at the contractor's expense. Guilford County employs and maintains two (2) Segway personal transportation devices. Contractor will ensure adequate personnel are trained to use these devices on patrol. Safety helmets will be provided by the County. The total load limit is established at 250 pounds including gear. Officers may be tasked with assisting people who are wheelchair bound.

Personnel who perform this function must first receive training for safety reasons.

**16) Training Records:** Each officer assigned to Guilford County property will have a formal training record on file in the Operation Manager's office. Training records must be made available to Guilford County security supervisors at any reasonable time for inspection. Such records must show the specific site/duties officers are certified in. The contractor will maintain a status board in the Operation Manager's office in the courthouse. The board will display the photos, names, hire date, and positions each officer is certified to work.

**17) Employee Recruitment and Retention Commitment:**

Guilford County highly values the quality and conduct of security employees. The contractor is required to complete and submit the *Recruitment and Retention Plan Commitment Form, Attachment A*, found under the Attachments Tab of the event. The measures committed to by the security contractor in this form will be honored for the duration of the contract.

Contractors will be scored in part based on payment and benefit measures they use to recruit and retain quality employees.

**18) Other Requirements:** Security personnel may be called upon to evacuate buildings in the event of a fire or certain other emergencies. Since effecting an evacuation requires ascending stairwells, security officers will need to be able to climb the entire length of stairs in the facilities they work in. The County may require prospective officers to demonstrate their ability to do so before allowing them to work on a Guilford County site.

**V. Responsibilities of Contractor**

Contractor must comply with all federal, state and local laws governing private security agencies and will not subcontract any services.

The billing period is monthly, from the first through last day of the month. Invoice and required back up documentation must be received by the County Security Office no later than the 15<sup>th</sup> day of the month following the billing period. Contractor must include with each billing: accurate and complete time records. At its option, Guilford County may request time records on a more frequent basis. Billing must not be manually calculated. Software of the contractor's choice shall be used. Following the Security Department's review of the monthly submittal, it is the contractor's responsibility to correct any billing errors and submit the corrections promptly to the Security Department. A complete and accurate invoice is required for payment authorization.

Contractor will be held accountable for all County issued equipment and will replace any and all equipment damaged, destroyed, or lost except for damage due to normal wear and tear. The contractor will replace any funds or money that is lost, misplaced, or unaccounted for which their employees are entrusted.

The Security Services Contractor is responsible for equipping the County provided office with high speed internet, a personal computer, fax machine, printer, and smart phone for site related business.

## **VI. Responsibilities of Guilford County**

Guilford County will provide office space and basic furniture for the Operations Manager at no cost.

The Guilford County Security Director or representative must approve all operational policies and procedures implemented at any County building. Guilford County provides all surveillance, metal detection equipment, two-way radio equipment and guard tour verification equipment. Guilford County employs 17 security personnel who supervise the contracted staff and conduct other security functions for the county. Guilford County provides standard operating procedures for most posts.

Guilford County will only be responsible for and will only pay for services already rendered. Guilford County will not be responsible or liable for future or projected services. Guilford County will not be held responsible or liable for future or projected revenue losses due to the reduction of service hours or the cancellation of the service contract.

## **VII. Submittal Requirements**

### **1) Proposal Format:**

No other documentation or information other than what is listed below shall be submitted by a contractor unless it is at the request of Guilford County.

Contractor must upload the following proposal documents in the online event:

- A letter of introduction from Contractor's company on company letterhead with the company's legal name
- A summary of the Contractor's experience and qualifications.
- Contractor must complete a series of questions in the event to submit their proposal electronically. Questions may require yes/no or text answers. For some questions, a file may be required to be uploaded to complete the question response.
- Contractor must complete and upload Attachment A
- Contractor must submit estimated weekly pricing and actual billing prices for each type of billable officer (unarmed, armed and company police).

Weekly billing rates are submitted for each officer type to factor in the estimated number of weekly hours for each officer type with the hourly charge that will be billed to the County. The unarmed Security Services Contract utilizes a considerably larger number of hours than armed

and company police. See the evaluation matrix sections in Section IX. for complete information.

Hourly billing rates are the rates that will be billed to the County based on actual time worked in each of the three billable officer types.

2) Security Services Contract Event Lines

The estimated weekly costs and the actual hourly billing rates for Site Supervisors and Operations Manager are allocated along with all overhead costs to both estimated weekly and hourly rate billed to County for Unarmed Officer services.

- Unarmed Officer Estimated Weekly Billing Rate (includes all allocated salaries and overhead costs)
- Unarmed Officer Hourly Billing Rate for actual hours to be invoiced (includes allocated salaries and overhead costs)
- Armed Officer Estimated Weekly Billing Rate (includes overhead costs)
- Armed Officer Hourly Billing Rate (for actual hours to be invoiced (includes overhead costs)

3) Company Police Services Contract Event Lines

- Company Police Estimated Weekly Billing Rate (includes all overhead costs)
- Company Police Hourly Billing Rate for actual hours to be invoiced (includes overhead costs)

4) Contractor(s) will attach the following items with their proposals:

- Letter of Introduction
- Proposal
- Attachments to fill out and upload
  - Attachment A: Recruitment and Retention Plan Commitment

5) Other Attachments for Information

- Attachment B Schedule of Estimated Contract Hours and Locations for 2019/2020 provides locations and general service hours by service type (Unarmed, Armed and Company Police)

6) Event Questions

- Required questions must be answered to submit your RFP response.

**VIII. Anticipated Event Schedule**

Event Opens	3/8/2019
Q&A Opens	3/8/2019
Mandatory Pre-Proposal Meeting Conference	3/20/2019 at 2:00 pm in the Blue Room of the Old Guilford County Courthouse at 301 W. Market Street, Greensboro, NC. Parking is available in the Greene Street Parking Deck.
Q&A Closes	3/21/2019 at 3:00 PM
Addendum Issued if Any	3/27/18
Event Closes	4/8/2019

**IX. Award Criteria**

The contract(s) will be awarded to one or more contractors based on their meeting minimum requirements and the best value standard of award, taking into consideration pricing, qualifications, capacity and Employee Recruitment and Retention Plan Commitments.

**X. Evaluation Process**

A committee of County staff will separately score and rank proposals for

- 1) Security Services
- 2) Company Police based on using the following matrices found below:

(This section left intentionally blank.)

REGULAR SECURITY SERVICES EVALUATION MATRIX (Armed and Unarmed Officers)			
Criteria	Description	Total Maximum Category Points	Total Maximum Points All Categories
<b>Estimated weekly billing rates will be evaluated for a maximum total of 70 points.</b>			
<b>Hourly Billing Rates</b>	Billing rate for Regular/Unarmed officers (includes costs for Supervisors, Operations Manager and all other overhead costs of the contractor)	60	
	Billing rates for armed officers (includes all other overhead costs of the contractor)	10	
<b>TOTAL</b>			<b>70</b>
<b>Contractors qualifications will be evaluated for a maximum of 10 points.</b>			
<b>Qualifications</b>	Demonstrated responsibility and capability in the performance of work that is similar in size and scope.	4	
	Strength of references	2	
	Compliance with state requirements.	2	
	Training that exceeds state requirements	2	
<b>TOTAL</b>			<b>10</b>
<b>The Recruitment and Retention Plan Commitments will be evaluated for a maximum of 20 points.</b>			
<b>Recruitment and Retention Plan Commitments of the Contractor</b>	Wages contractor will pay to Armed Officer and annual increase percentage over three years	3	
	Wages contractor will pay to Regular/Unarmed Officer and annual increase percentage over three years	6	
	Wages contractor will pay to Supervisor	3	
	Wages contractor will pay to Operations Manager	3	
	# of paid time off days (sick and vacation)	3	
	Provision of all uniform items (see RFP for items)	2	
	<b>TOTAL</b>		<b>20</b>
<b>GRAND TOTAL</b>			<b>100</b>

<b>2. COMPANY POLICE SERVICES EVALUATION MATRIX</b>			
<b>Criteria</b>	<b>Description</b>	<b>Total Maximum Category Points</b>	<b>Total Maximum Points All Categories</b>
<b>Estimated weekly billing rates will be evaluated for a maximum total of 80 points.</b>			
<b>Estimated Weekly Billing Rates</b>	Estimated Weekly Billing rate for Company Police officers (Includes all overhead costs of the contractor)	80	
			<b>TOTAL 80</b>
<b>Contractors qualifications will be evaluated for a maximum of 10 points.</b>			
<b>Qualifications</b>	Demonstrated responsibility and capability in the performance of work that is similar in size and scope.	4	
	Strength of references	2	
	Compliance with state requirements.	2	
	Training that exceeds state requirements	2	
			<b>TOTAL 10</b>
<b>The Recruitment and Retention Plan Commitments will be evaluated for a maximum of 20 points.</b>			
<b>Employee Recruitment and Retention Plan Commitments of the Contractor</b>	Wages contractor will pay to Company Police and annual increase percentage over three years	4	
	# of paid time off days (sick and vacation)	3	
	Provision of all uniform items (see RFP for items)	3	
			<b>TOTAL 10</b>
			<b>GRAND TOTAL 100</b>

**XI. Anticipated Schedule of Award (subject to change)**

Evaluation of Proposals	4/18/2019
Board of Commissioners considers recommendations for their authorization	5/23/19
Execution of Contracts	6/30/19
Contract Start Date	7/1/2019

**XII. Bid Submittal Instructions and Requirements for Electronic Events**

- 1) All suppliers, who plan to submit a bid must register as a supplier in the Guilford County eProcurement System. Through the Supplier Portal, suppliers may browse to the open event or search for an event by name or number. Instructions to register as a supplier, update registration and bid on events are available in the Contractors Tool Box at the link below:  
  
<https://www.guilfordcountync.gov/our-county/purchasing/contractors-tool-box>
- 2) Suppliers sign in to begin submitting their response to an event. Click on the event to open it, then click on respond now and follow the instructions for each tab.  
**All bids must be submitted electronically** via the following website:  
[www.guilfordcountync.gov/sourcing](http://www.guilfordcountync.gov/sourcing) by the **event date and close time**. There will be **no** exceptions.
- 3) All questions related to this event must be submitted online using the Question & Answer (Q&A) Forum in accordance with the event schedule. Each question asked will be answered online for any/all contractors to view. No questions will be considered after the Q&A close date and time. **No exceptions.**
- 4) All official County responses to prospective Bidder/Supplier's questions and official addenda regarding bid document revisions or additional information will be communicated by the County through the online Q/A function tab within this event.
- 5) To complete the lines portion of a submittal in the Strategic Sourcing Event, open the lines tab to enter pricing for each line.
- 6) Use the provided line description, unit of measure and quantity to complete the entries for each line.
- 7) Upload all additional documentation required in the bid document as an attachment or attachments.

- 8) Answer all questions required for submittal. Attachments may be required.
- 9) All bids must be complete and submitted through the electronic event before the event date and close time. The system cannot accept late submittals.
- 10) Suppliers are responsible for checking the event for any addendums prior to completion and submission of their response. Addendum requirements, if any, must be included in the submittal.
- 11) To complete an electronic submittal, be sure to click the “Submit” button. Clicking the “Done” button puts the response into a draft state that can be completed at a later time, but will not be part of the submitted responses until submitted via the “Submit” button.
- 12) Suppliers are strongly encouraged to submit their bids, qualifications or proposals with all required documentation at least 24 hours in advance. Guilford County will not be responsible for any technical difficulties that may occur and result in the inability to submit.
- 13) For technical assistance to register as a supplier or submit a response in the Guilford County Electronic Procurement System, please contact the buyer listed on this event. For immediate assistance, please contact the Purchasing Department at 336-641-3314 and ask to speak to an available Buyer.
- 14) For questions related to the Minority and Women Business Enterprise Program contact Cynthia Barnes-Phipps at 336-641-4565 or [cbarnes1@guilfordcountync.gov](mailto:cbarnes1@guilfordcountync.gov).
- 15) **ALL QUESTIONS** related to the specifications must be submitted electronically by means of the Q & A feature included within this bidding event. NO QUESTIONS will be answered by telephone, email, written correspondence or other means except as described herein. Answers to electronic questions properly submitted will be sent out electronically by means of the above described Q & A feature to all properly registered suppliers who received the Initial Notification of bidding event. Those suppliers who registered after the Event open date and time will not receive electronic correspondence relative to this Event. There shall be **no communication** with any Guilford County employees other than by means of the Q & A feature. Violation of this requirement may invalidate your proposal.

### XIII. Other Event Terms and Conditions

The following attachments with instructions and requirements are provided in the Event Terms and Conditions Tab. Contractor's submittal through the electronic event indicates full agreement with all terms and conditions in the event. Requests for any changes to these terms and conditions shall be submitted through the event Question and Answer Forum.

- Purchasing Terms and Conditions
- Sample Contract Terms (Price Only)
- Insurance Requirements for Security Services

**END RFP**

Event #646 Security Services Attachment A  
Recruitment and Retention Plan Commitment  
Schedule of Wages and Benefits

Contractors are required to submit their commitments to wages and benefits for their security company's employees. Please answer questions completely and upload this attachment to the event. This will be part of the performance expectation under the contract.

## Attachment B Estimated Contract Hours and Locations for FY 2019/2020

Regular/Unarmed (Includes Ops Manager and two Supervisors)	
Projected Duty Hours	Approx Weekly Hours
0800-1700	40
0730-1630	40
0700-1500	40
0730-1400	33
0800-1600	40
0730-1030	15
0800-1700	40
Varies	4
0800-1000	1
Varies	2
1700-2000	7
1730-2000	5
Varies	5
0730-1430	35
1430-2100	33
0630-1030	20
1700-2100	20
Varies	2
0700-1900	60
0800-1700	40
0730-1200	27
1600-2300	35
2300-0700	40
0600-0600	50
0700-1500	40
0800-1600	40
0800-1500	35
Varies	3
0700-2000	65
0800-1400	30
0700-1900	60
Sub Total	906
Holiday hours	-37
<b>TOTAL</b>	<b>869</b>

Armed	
Projected Duty Hours	Approx Weekly Hours
0900-1400	25
0800-1700	40
0800-1800	50
0800-1700	40
Sub Total	155
Holiday hours	-8
<b>TOTAL</b>	<b>147</b>

Company Police	
Projected Duty Hours	Approx Weekly Hours
0800-1700	45
0800-1700	45
0800-1700	45
0800-1700	45
0800-1700	45
Sub Total	270
Holiday hours	-12
<b>TOTAL</b>	<b>258</b>

Holiday hours are a weekly average based on 12 County holidays per year. Except for a post in HP, there is usually no need for contracted personnel on weekends or holidays. This can change based on the needs of the County. Any Judge's conference if held, may also reduce courthouse manning.

Current Locations of Work	
Greensboro Courthouse	201 S. Eugene St., Greensboro
Independence Building	400 W. Market St., Greensboro
Maple St. Building	1203 Maple St., Greensboro
Greene St. Building	201 S. Greene St., Greensboro
BB&T Building	201 W. Market St., Greensboro
Old Courthouse	301 W. Market St., Greensboro
Public Health	1100 E. Wendover Ave., Greensboro
High Point Courthouse	505 E. Green Dr., High Point
High Point Public Health	501 E. Green Dr., High Point
Russell St. Building	325 E. Russell St., High Point



## Response For Supplier: Weiser Security Services, Inc

Event # : 646-4

**Name:** Guilford County Security Services

**Reference:** Professional Services

**Description:** On behalf of the Guilford County Security Department, the Guilford County Purchasing Department is soliciting Proposals for contracted security services. The two services required include Regular Police Officers (armed and unarmed) and Company Police Officers. The contract(s) will be awarded to one or two qualified service provider(s) for armed and unarmed security officers and/or Company Police Officers.

**Preview Date:**

**Q & A Open Date:** 03/08/2019 05:01:00 PM

**Open Date:** 03/08/2019 05:00:00 PM

**Q & A Close Date:** 03/25/2019 03:00:00 PM

**Close Date:** 04/08/2019 03:00:00 PM

**Dispute Close Date:**

**Responded To:** 6 Out of 6 Lines

**Total Bid Amount:** 16,803.83 USD

## Question Responses

Question	Answer	Attachment
Do you agree to put in place the insurance requirements described in the RFP upon notice of intent to award?	Yes	
If selected as a finalist are you willing to provide a recent audit that includes a balance sheet?	Yes	Will Provide.doc
Have you attached the recruitment and retention plan Schedule of Wages and Benefits that you commit to provide for the duration of the contract?	Yes	Recruitment and Retention Attachment A (1) xlsx.do
Have you had any warnings or fines imposed by the NC Private Protective Services Board since March 1, 2015? If you answered yes, upload an attachment providing detailed information.	Yes	Protective Services.pdf

## Event # 646-4: Guilford County Security Services

Question	Answer	Attachment
Has your company had any warnings or fines imposed by the NC Department of Labor since March 1, 2015? If you answered yes, upload an attachment providing detailed information.	No	No Fines.doc
Have you uploaded your grooming policy?	Yes	Grooming Policy.docx
Have you uploaded your uniform photos?	Yes	Uniform PHOTO.png
What is your transition plan for contract start up and close out here	See Transition Plan in Attached	
Are any local, state, or federal tax liens recorded against your business? If so describe here. Attach additional pages if needed.	No-	No Fines.doc
What specialized training such as CPR, terrorism/gang awareness, etc. do you provide for officers in addition to state requirements.	See attached Training for Guilford in attachments	Training Topics (1).docx
Who are your three references for contracted work of similar size and scope? Describe project(s) with each reference in past three years and include current contact information for each reference. Upload attachment if additional space is needed.	See attached: Also, We just transitioned Raleigh Housing Authority	Guilford References.docx
How many weekly service hours do you provide at your largest current account and how many months and years have you had this?	Halliburton Co. 14,000 hpw	20190405143416316.pdf
Do you have the legal and binding authority to enter into a contract with Guilford County on behalf of your corporation or organization?	Yes	
Upon request are you willing to return all signed and notarized documents and affidavits attached to this bidding event?	Yes	
Have you completed and uploaded the attached E-Verify Affidavit?	Yes	Affidavit.pdf
Have you uploaded your Equal Opportunity, which is for informational purposes only (See page 2, Section 4).	Yes	AAP 2019.doc
Do you understand that any proposed changes to the terms and conditions of the event must be submitted through the Question and Answer Forum?	Yes	

### Response Attachments





## Event # 646-4: Guilford County Security Services

### **Comments: Unarmed Composite Bill Rate**

## Line 5: Hourly Billing Rate for Armed Officers

**Description:** The Hourly Billing rate is the actual rate that will be used to bill the County

Note that the hourly billing rate for Unarmed Officers shall incorporate an allocation for all associated overhead costs for the Security Services Contract.

**Item: ARMED OFFICERS BILLING RATE      SECURITY CONTRACT      Armed Officer Billing Rate/Hr**

**Commodity Code:** 990 SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES

Quantity: 1.00 UOM: HR

**Bid Quantity:** 1.0000

**Unit Price:** 19.81000

**Extended Price:** 19.81

**No Charge: No**

**No Bid: No**

**Vendor Item:** ARMED GUARD COMPOSITE      Armed Guard Composite

**Comments:** Armed Guard Composite Rate

## Line 6: Hourly Billing Rate for Company Police

**Description:** The Hourly Billing Rate is the actual rate that will be used to bill the County.

Note that the hourly billing rate for Company Police shall incorporate an allocation for all associated overhead costs.

**Item: COMPANY POLICE BILLING RATE**      **COMPANY POLICE CONTRACT**      **Company Police Billing Rate/Hr**

**Commodity Code:** 990    SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES

Quantity: 1.00 UOM: HR

**Bid Quantity:** 1.0000

**No Charge:** No

**No Bid:** Yes

**Vendor Item:** COMPANY POLICE      Company Police

## Schedule of Wages and Benefits

Contractors are required to submit their commitments to wages and benefits for their security company's employees. Please answer questions completely and upload this attachment to the event. This will be part of the performance expectation under the contract

Position	Starting Year Hourly Wage	Second Year Hourly Wage	Third Year Hourly Wage	Starting Year Paid Vacation Days	Second Year Paid Vacation Days	Third Year Paid Vacation Days	Starting Year Paid Sick Days	Second Year Paid Sick Days	Third Year Paid Sick Days
Operations Manager	\$16.50	\$17.00	\$17.50	5	5	5	0	0	0
Site Supervisor	\$12.50	\$13.00	\$13.50	5	5	5	0	0	0
Regular/Unarmed Officer	\$11.00	\$11.50	\$12.00	5	5	5	0	0	0
Armed Officer	\$14.00	\$14.50	\$15.00	5	5	5	0	0	0
Company Police Officer									
Uniform and Shoes provided at no cost to all officers. (Yes or No).	YES, no cost								

SECURITY SERVICES, INC.  
AFFIRMATIVE ACTION PROGRAM

I. INTRODUCTION

Weiser Security is committed to the concept of equal opportunity in employment. Consistent with this commitment, Weiser Security has developed this Affirmative Action Program. In developing this program, every good faith effort has been made to comply with all applicable federal regulations.

A. Confidentiality

This Affirmative Action Program contains confidential information which is subject to the provision of 18 U.S.C. § 195. Chrysler Corp. v. Brown, 441 U.S. 281, 19 FEP 475 (1979).

Copies of this Affirmative Action Program and all related appendices, documents, and support data provided O.F.C.C.P. are made available by Weiser Security on loan to the U.S. Government upon the request of said Government, on the condition that the Government hold them totally confidential and not release copies to any persons whatsoever. This Affirmative Action Program, its appendices and other supporting documents contain salary data and other confidential information which may reveal, directly or indirectly, Weiser Security's plans for business or geographical expansion or contraction, which, if disclosed, would injure Weiser Security's competitive position. Weiser Security considers this Affirmative Action Program and support data to be exempt from disclosure, reproduction and distribution under the Freedom of Information Act on the grounds, *inter alia*, that such material constitutes: (1) personnel files, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, and which are exempt from disclosure under 5 U.S.C. § 552(b) (6); (2) confidential, commercial or financial information, which is exempt from disclosure under 5 U.S.C. § 552(b) (4); (3) investigatory records compiled for law enforcement purposes, the production of which would constitute an unwarranted invasion of personal privacy, which are exempt from disclosure under 5 U.S.C. § 552(b) (7); (4) records specifically exempt from disclosure by statute under 5 U.S.C. § 552(b) (3). Formal notice is hereby given that Weiser Security requests, pursuant to 41 C.F.R. § 60-60.4(d), that all portions of this Program be kept strictly confidential.

Thus, Weiser Security wishes to make clear that it does not consent to the release of any information whatsoever contained in this Affirmative Action Program under the Freedom of Information Act or otherwise. If the U.S. Government, or any agency or subdivision thereof, is considering breaching the conditions under which this Affirmative Action Program or related appendices, documents and support data was loaned to the Government, or is considering a

request for release of this Program or related appendices, documents or support data under the Freedom of Information Act, request is hereby made that the Government immediately notify the President of Weiser Security of any and all Freedom of Information Act requests received by the Government or any other contemplated release of this Program and related information obtained by the Government from Weiser Security. Weiser Security further requests that the provisions of E.O. 12600 be applied to any such request for disclosure of information.

Weiser Security further requests that everyone who has any contact with this Affirmative Action Program, or its supporting appendices, documents, and other data, treat such information as totally confidential and that such information not be released to any person whatsoever. Retention or disclosure of information relating to identifiable individuals may also violate the Privacy Act of 1974.

WEISER SECURITY SERVICES, INC.

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President

B. Program Terminology

The terms "utilization analysis", "underutilization", "problem area", "availability", and "job groups", appearing in this Affirmative Action Program, are terms Weiser Security is required to use herein by Government regulations. The criteria used in relation to these terms are those specified by the Government. These terms have no independent legal or factual significance whatsoever. Although Weiser Security will use the terms in total good faith in connection with its Affirmative Action Program, such usage does not necessarily signify that Weiser Security agrees that these terms are properly applied to any particular factual situation.

Whenever the term "goal" is used, it is expressly intended that it "should not be used to discriminate against any applicant or employee because of race, color, religion, gender, or national origin", as stated in 41 C.F.R. § 60-2.30. Nor are goals to be considered "quotas" as stated in 41 C.F.R. § 60-2.12(c).

By adopting this affirmative action plan, Weiser Security is not agreeing to waive any rights or positions concerning the interpretation or application to it of Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act and/or § 503 of the Rehabilitation Act.

**AFFIRMATIVE ACTION POLICY AND PROGRAM  
WEISER SECURITY SERVICES, INC.**

**II. STATEMENT OF POLICY**

Weiser Security has adopted and is committed to pursuing policies of Equal Employment Opportunity and to take Affirmative Action to provide this opportunity. In furtherance of this goal, Weiser Security is committed to the following policy:

- A. Recruit, hire, train, and promote persons in all job titles, without regard to race, color, religion, gender, or national origin, except where gender is a bona fide occupational qualification.
- B. Base decisions on employment so as to further the principle of equal employment opportunity.
- C. Ensure that promotion decisions are in accord with principles of equal employment opportunity by imposing only valid requirements for promotions opportunities.
- D. Ensure that all personnel actions such as compensation, benefits, transfers, layoffs, return from layoff, Weiser Security sponsored training, social and recreation programs, will be administered without regard to race, color, religion, gender, or national origin, or an employee's status as handicapped person, disabled veteran, or veteran of the Vietnam Era.
- E. Take affirmative action to employ and advance in employment qualified handicapped individuals, disabled veterans and veterans of the Vietnam Era at all levels of employment, including the executive level. Such action shall apply to all employment practices, including, but not limited to, the following: hiring, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship and on-the-job training programs.

Weiser Security is committed to full implementation of this policy and the following Plan, which covers plan year January 1, 2019 through December 31, 2019.

"I have designated the COO Chief Operating Officer to serve as the EEO Officer for Weiser Security. He is responsible to ensure the implementation of this program and the establishment of reporting and monitoring procedures associated with its operation."

---

President  
Weiser Security Services, Inc.

**F. Action Oriented Programs**

Weiser Security will maintain and continue its good faith efforts to seek out qualified minority and female applicants.

A computerized recruiting database is used to communicate on an ongoing basis with community social service agencies. Verbal and written correspondence is used to target potential applicants, especially those who may not be aware of job openings in the security industry.

When requested, Weiser Security will address groups of job seekers at local state employment agencies or social service agencies. Information on how to apply for a job, complete the application process and maintain appropriate work behavior are some topics that are discussed. An example of one group of this type would be women currently receiving government assistance who are now seeking work, some for the first time.

Participation in state or community sponsored Job Fairs will be continued to reach applicants who may not be aware of careers in the security industry.

Recruiting flyers will continue to be placed on the bulletin boards of predominantly minority churches and social agencies. Those churches and agencies will be placed on the Weiser Security recruiting source database for continued communication.

**VI. EQUAL OPPORUNTY CLAUSE**

The following clause is applicable unless this contract is exempt under the rules and regulations of the Secretary of Labor issued pursuant to Executive Order 11246 of September 24, 1965 (30 CFR 12319), as amended.

During the performance of this contract, Weiser Security Services agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contract, state that all qualified applicants will receive

consideration for employment without regard to race, color, religion, gender, or national origin.

- c. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- d. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- e. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, and orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contract may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- f. The Contractor will include the provisions of paragraphs 1 through 6 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for non compliance: Provided, however, that in the event of the Contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter such litigation to protect the interests of the United States.

(Note: Some Contractors prefer to use the following language which is much briefer but also satisfied their obligation.)

"The Equal Employment Opportunity Clause required under Executive Order 11246, the affirmative action commitment for disabled veterans and veterans of the Vietnam Era, set forth in 41 CFR 60-250.4, the affirmative action clause for disabled workers, set forth in CFR 60-471.4, and the related regulations of the Secretary of Labor, 41 CFR 60, are incorporated by reference in this purchase order. By accepting this purchase order, vendor certifies that it complies with the authorities cited above, and it does not maintain segregated facilities or permit its employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60.1.8."

## VII. COMPLIANCE WITH GENDER DISCRIMINATION GUIDELINES

Weiser Security recognizes its obligation under the Executive Order to ensure equal employment opportunities without regard to gender. As part of its commitment to this objective, Weiser Security will assure that the following policies are implemented.

### A. Recruitment and Advancement

- (1) Weiser Security will continue to recruit employees of both genders for all jobs, unless gender is a bona fide occupational qualification.
- (2) Advertisements by Weiser Security in newspapers and other media for employment will continue to make no expression of gender preference unless gender is a bona fide occupational qualification for the job.

### B. Job Policies and Practices

- (1) Written policies relating to employment will expressly indicate that there shall be no discrimination against employees on account of gender. These policies will also indicate gender harassment in the workplace will not be tolerated.
- (2) All employees of both genders shall continue to have an equal opportunity to any available job that he or she is qualified to perform, unless gender is a bona fide occupational qualification.
- (3) Weiser Security will continue to make no unlawful distinction based upon gender in employment opportunities.
- (4) Weiser Security will continue not to make a distinction between married and unmarried persons of one gender that is not made between married and unmarried persons of the opposite gender. Similarly, employment will not be denied to women with young children unless employment is denied to men with young children.
- (5) Weiser Security will continue to provide appropriate physical facilities to both genders.
- (6) Weiser Security will not deny a female employee the right to any job in reliance upon a State Protective Law not yet repealed either expressly or by implication under Title VII.
- (7) Weiser Security will continue to treat maternity leave on the same basis as leave for any other temporary disability.
- (8) Weiser Security will not specify any differences for male and female employees on the basis of gender in either mandatory or optional retirement age.

- (9) Weiser Security's wage schedules will not be related to or based on the gender of the employees.
- (10) Weiser Security will not unlawfully restrict one gender to certain job classifications.
- (11) Weiser Security will continue to take affirmative action to recruit women for job categories whenever necessary in compliance with the Executive Order.
- (12) Weiser Security will provide equal access for men and women to all training programs.
- (13) This statement of policy does not mean that differences in capabilities and qualifications in job assignments do not exist among individuals regardless of gender. Weiser Security reserves the right to recognize these distinctions when assigning employees to particular jobs.

## VIII. COMPLIANCE WITH HANDICAPPED DISCRIMINATION GUIDELINES

Weiser Security recognizes its obligation to take affirmative action to employ and advance in employment qualified handicapped individuals at all levels of employment. As part of this obligation, Weiser Security will undertake the following program.

### A. Implementation of Program

- (1) Weiser Security will continue to invite all applicants and employees who believe themselves covered by this program and who wish to benefit under the affirmative action program to identify themselves. However, it is not the policy of Weiser Security to search the medical files of any applicant or employee to determine the existence of a handicap.
- (2) Weiser Security will make the program available for inspection to any employee or applicant for employment at the employee's or applicant's request.

### B. Affirmative Action Policies, Practices and Procedures

- (1) Weiser Security will continue to review personnel processes to determine whether the present procedures provide consideration of job qualifications of known handicapped applicants and employees for job vacancies and training programs.

(2) Weiser Security will review any physical or mental job qualifications during the next twelve months to assure that job qualification requirements which screen out handicapped individuals are job related and are consistent with business necessity and assure safe performance of the particular job. Weiser Security reserves the right to conduct a comprehensive medical examination prior to or during employment to determine if an individual is suitable for employment consistent with the requirements of the aforementioned policy. Should such an examination be utilized, the privacy safeguard found at 41 C.F.R. § 60-741.6(c) (3) will be observed.

C. Accommodation to Physical and Mental Limitations of Employees

Weiser Security will continue to make reasonable accommodation for physically or mentally handicapped employees; unless the accommodation would impose undue hardship on the conduct of Weiser Security's business.

D. Compensation

Weiser Security will not reduce the amount of compensation paid to handicapped individuals because of any disability income, pension, or other benefits received from another source.

E. Outreach and Dissemination of Policy

Weiser Security will continue to review personnel procedures to ensure affirmative action for employment and advancement of qualified handicapped individuals. Weiser Security will undertake the activities specified at Section V of this Program with respect to individuals with disabilities.

F. Responsibility for Implementation

The responsibility for implementation of the Program and the procedures for same are found at Section IV of this Program.

IX. COMPLIANCE WITH RELIGIOUS AND NATIONAL ORIGIN DISCRIMINATION GUIDELINES

Weiser Security recognizes its obligation to ensure equal employment opportunity without regard to religion or national origin.

A. Outreach and Positive Recruitment

Weiser Security will review its employment practices to determine whether members of various religious or ethnic groups are receiving fair consideration for job opportunities. Consistent with these commitments, Weiser Security will take

the following steps to ensure continued compliance with its obligations under the Executive Order:

- (1) Weiser Security will conduct meetings with executive, management and supervisory personnel so as to foster acceptance, understanding and support for this program.
- (2) Weiser Security will periodically inform all employees of Weiser Security's commitment to equal employment opportunity without regard to religious or national origin.

B. Accommodation to Religious Observance and Practice

Weiser Security will attempt to accommodate employee or prospective employee religious practices or observances provided that such observances or practices do not constitute an undue hardship on the conduct of the Employer's business.

X. AFFIRMATIVE ACTION POLICY FOR VETERANS AND INDIVIDUALS WITH DISABILITIES

Weiser Security Services is committed to providing equal employment opportunity to all qualified veterans and individuals with disabilities who are employees or applicants for employment.

Weiser Security will take affirmative action to employ, and advance in employment, and otherwise treat qualified disabled individuals and veterans without discrimination based upon their disability or veteran status through its Affirmative Action Program. To ensure the fulfillment of this commitment, the following current employment practices shall be monitored:

- Hiring, placement, upgrading, transfer, or demotion
- Recruiting or recruitment advertising
- Rate of pay or other forms of compensation
- Selection for training, including on the job training
- Job elimination or termination

The Vice President of Human Resources has been designated as the company's Affirmative Action Officer charged by the President with direct responsibility for ensuring equal employment opportunity throughout the company.

Weiser Security Affirmative Action Program efforts are also the responsibility of all management personnel.

## AFFIRMATIVE ACTION POLICY FOR VETERANS AND INDIVIDUALS WITH DISABILITIES

### A. Definition of veterans

For the purpose of the Affirmative Action Plan, qualified veterans are defined as follows

1. Qualified disabled veterans are individuals who:
  - a. Are entitled to disability compensation under laws administered by the Veterans Administration for disability rated at 30% or more, or a person whose discharge or release from active duty was for a disability incurred or aggravated in the line of duty.
  - b. Are capable of performing a particular job, with reasonable accommodation to his or her disability.
2. Veterans of the Vietnam era are eligible veterans who are defined as follows:
  - a. Served on active duty for a period of more than 180 days, and was discharged or released there from with other than a dishonorable discharge, if any part of such active duty occurred.
  - b. In the Republic of Vietnam between February 28, 1961 and May 7, 1975 or between August 5, 1964 and May 7, 1975.
  - c. Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed in the Republic of Vietnam between February 28, 1961 and May 7, 1975 or between August 5, 1964 and May 7, 1975
3. Other covered veterans are any other veterans who served active duty during a war or in a campaign for which a campaign badge has been authorized.

### B. Definition of qualified individuals with disabilities

- (1) Is one who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such individual holds or desires and who, with or without reasonable accommodations, can perform the essential functions of the position.
- (2) Individual with a disability is:
  - a. Has a physical or mental impairment that substantially limits one or more major life activities
  - b. Has a record of such an impairment
  - c. Is regarded as having such impairment.

C. Outreach and External Dissemination of Policy

Weiser Security will continue to review its employment practices to assure that its personnel programs will provide affirmative action for the employment and advancement of qualified employees with disabilities and Veterans. As part of this process, Weiser Security will undertake the following activities:

1. Weiser Security will develop reasonable internal procedures to ensure that its obligation to engage in affirmative action to employ and promote qualified individuals with disabilities and veterans of the Vietnam Era is being communicated to executive, management and supervisory employees.
2. Weiser Security will periodically inform all employees and prospective employees of its commitment to engage in affirmative action to increase employment opportunities for qualified individuals with disabilities and Vietnam Era veterans.
3. Weiser Security will enlist the assistance and support of recruiting sources at state employment service to obtain advice, technical assistance and referral of potential employees. Weiser Security will list all suitable vacancies with state employment services as required by the regulations.
4. Weiser Security will make its policy known, with respect to individuals with disabilities and veterans, to all subcontractors, vendors and suppliers.
5. Weiser Security will continue to consider all qualified individuals with disabilities and veterans not currently in the work force having requisite skills who can be recruited consistent with the aforementioned policies.

D. Internal Dissemination of Policy

- (1) Copies of this Affirmative Action Plan for individuals with disabilities and veterans are available, upon request, during normal working hours.
- (2) The Plan for disabled individuals and veterans will be discussed in management training programs.
- (3) Internal publications will be used to notify employees of this Plan.
- (4) These Plan and Department of Labor posters will be appropriately displayed with other equal opportunity posters.
- (5) Plan will be made available for review by applicants or employees during regular business hours or by appointment. Applicant or Employee can also contact the VP-Human Resources at 504-586-4702 or [charlenel@weisersecurity.com](mailto:charlenel@weisersecurity.com)

## XI. Internal Audit and Reporting System

- (1) The EEO Officer will monitor, on an ongoing basis, records of referrals, placements, transfers, promotions and terminations to ensure that the purposes of this Affirmative Action Program are carried out
- (2) Managers will confer on a periodic basis with the EEO Officer whose responsibility will be to assure that the employer's policy of nondiscrimination and affirmative action is being carried out.
- (3) Reports will be required from Branch Managers, on a periodic basis, concerning the degree to which goals of this program are being attained and met.
- (4) The EEO Officer will, on a periodic basis, report the results of audits and attainment of goals to the President of the Company.

## XII. Workforce Analysis

A workforce analysis is required by Government regulations. In this analysis, various job classifications are listed in order of compensation and placed in certain "organizational units". "Organizational units" are defined by government-mandated criteria. While Weiser Security will utilize its workforce analysis in total good faith in connection with this affirmative action program, Weiser Security denies use of various organizational units and placement of various jobs in organizational units has any independent factual or legal significance.

## XIII. Development and execution of Action-Oriented Programs

- (1) Weiser Security will conduct detailed analysis of position descriptions to ensure they accurately reflect position functions, and are consistent for the same position from one location to another.
- (2) Weiser Security will validate worker specifications through updated job descriptions.
- (3) Position descriptions will be made available to all management members involved in recruiting, screening, selection and promotions. As appropriate, copies will be distributed to recruiting sources.
- (4) On an annual basis, Weiser Security will evaluate the total selection process to ensure freedom from bias including observing the requirement of the OFCCP Uniform Guidelines on Employee Selection Procedures.
- (5) Weiser Security contacts minority and women's organizations for referrals as well as encouraging minority, and women employees to refer applicants.
- (6) In brochures, the work force will represent equal opportunity and diversity.
- (7) As appropriate Weiser Security will advertise in help-wanted sections of minority and women's publications.
- (8) Weiser Security facilities and recreation activities are desegregated and all employees are encouraged to participate in company sponsored activities.

- (9) Weiser Security encourages programs that improve the employment opportunities for minorities and females.
- (10) Weiser Security has active outreach to individuals who in the past may have been underrepresented in our industry.
- (11) Weiser Security works with individuals to develop appropriate workplace accommodations through the Human Resources office.

#### XIV. Identification of problem areas and Corrective Action

Program and employment practices including review of information on job groups and organizations units to identify affirmative action problem areas. However, this review, having been accomplished in accordance with federal regulations which require artificial creation of job groups, availability analysis and utilization analysis, of necessity focuses on government mandated criteria. Weiser Security, by using these terms, and specifically by the use of the term "problem areas", does not indicate it believes the terms have any independent legal or factual significance outside the context of this Affirmative Action Program.

Furthermore, Weiser Security specifically denies there exist problem areas in a factual or legal context. Finally, the problem areas identified, although developed in good faith with respect to the Affirmative Action Program, are intended to be limited to this program and are not considered to be problem areas outside the context of this program.

- (1) Weiser Security will examine the total selection process, including position descriptions, job titles, application forms, interview procedures, the use of job-related tests, referral procedures, and the final selection process. Also being examined will be the training, transfers, promotions and terminations to ensure the procedures are nondiscriminatory.
  - a. Findings: Selection process is working well and goals are established on a regular basis
  - b. Findings: No standards have been used which have the effect of eliminating from consideration a significantly higher percentage of minorities or women given availability.
- (2) Recruiting procedures will be reviewed on a regular basis and employees in the local branches are expected to be familiar with sources of applicants in their areas.
  - a. Findings: Employee referrals are being used on a regular and consistent basis.
  - b. Findings: Human Resource department will maintain a log of usable sources in each branch area to be updated quarterly.
- (3) Federal reports are completed yearly and timely which include the EEO 1 reports which are done electronically.
- (4) Pre-employment inquiries for the purpose of identification of a disability is prohibited during the pre-offer stage.

- a. Findings: Process is working well and inquiries are kept to job related functions.
- b. Findings: Job functions and duties are updated yearly for each post and position.

#### **XV. Availability Analysis**

Pursuant to the provisions of 41 C.F.R. Subsection 60-2.11 (b) Weiser Security has attempted to follow the requirements for determination of job groups and availability of minorities and females.

By utilizing these required procedures Weiser Security does not acknowledge that the identified job groups are correct or have any factual or legal significance outside of this program. Neither does it acknowledge that either the factors of the procedures to determine availability are appropriate or correct, or that the numerical availability in the Program has any legal or factual significance outside of this Program. Such factors and procedures will be used in total good faith with respect to this Affirmative Action Program.

In performing an availability analysis Weiser Security utilizes government mandated criteria and various statistical comparisons. The statistical comparisons herein involve the use of geographic areas and various other sources of statistics. Geographic areas and sources of statistics used herein were used in good faith compliance with Government regulations. The use of certain geographic areas and sources of statistics does not indicate Weiser Security's agreement that the geographic area is appropriate or the sources of statistics are relevant, and the use of such geographic areas and statistics is intended to have no significance outside the context of this Affirmative Action Plan, although such statistics and geographic areas will be used in total good faith with respect to the Affirmative Action Program.

#### **Invitation to Self-Identify for Protected Veterans**

Weiser Security is a Government contracted subject to the Vietnam Era Veterans' Readjustment Assistant Act of 1974, as amended (VEVRAA) which requires Government Contractors to take affirmative action to employ and advance veterans in employment. VEVRAA prohibits discrimination and requires affirmative action in all personnel practices regarding protected veterans. The statute covers disabled veterans, Armed Forces service medal veterans, recently separated veterans, and other veterans who served during a war, or in a campaign or expedition for which a campaign badge has been authorized.

**Invitation to both Veterans and Disabled Veterans:**

If you are a recently separated veteran, other protected veteran, or Armed Forces service medal veteran, we would like to include you under our Affirmative Action program. If you would like to be included under the affirmative action program, please tell us. The term "recently separated veteran" refers to any veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty. The term "other protected veteran" refers to a person who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized, under laws administered by the Department of Defense. The term "Armed Forces service medal veteran" refers to any person who, while serving on active duty in the Armed Forces, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985 (62 FR 1209).

If you are a disabled veteran, we would like to include you in our affirmative action program. If you would like to be included under the affirmative action program, please tell us. This information will assist us in placing you in an appropriate position and in making any necessary accommodations for your disability. The term "disabled veterans" refers to a veteran who is entitled to compensation (or whom, but for the receipt of military retired pay, would be entitled to compensation) under laws administered by the Secretary of Defense, or was discharged or released from active duty because of a service-connected disability.

You may inform us of your desire to benefit under the program at this time and/or at any time in the future.

Submission of this information is voluntary and refusal to provide it will not subject you to any adverse treatment. The information provided will be used on in ways that are not inconsistent with the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended.

The information you submit will be kept confidential, except that (i) supervisors and managers may be informed regarding restrictions on the work or duties of disabled veterans, and regarding necessary accommodations; (ii) first aid and safety personnel may be informed, when and to the extent appropriate, if you have a condition that might require emergency treatment; and (iii) Government officials engaged in enforcing laws administered by the OFCCP, or enforcing the Americans with Disabilities Act, as amended, may be informed.

If you are a disabled veteran it would assist us if you tell us about (i) any special methods, skills, and procedures that qualify you for positions that you might not otherwise be able to do because of your disability so that you for any positions of that kind, and (ii) any accommodations that we could make that would enable you to perform the job, including special equipment, changes in the physical layout of the job, elimination of certain duties relating to the job, provision of personal assistance services or other accommodations. This information will assist us in placing you in an appropriate position and in making accommodations for your disability.

**Invitation to Self-Identify for Individuals with Disabilities**

Weiser Security is a Government contractor subject to Section 503 of the Rehabilitation Act of 1973, as amended, which requires Government contractors to take affirmative action to employ and advance in employment-qualified individuals with disabilities.

If you have a disability and would like to be considered under the affirmative action program, please tell us.

You may inform us of your desire to benefit under the program at this time and/or at any time in the future. This information will assist us in placing you in an appropriate position and in making any necessary accommodations for your disability.

Submission of this information is voluntary and refusal to provide it will not subject you to any adverse treatment. The information provided will be used only in ways that are inconsistent with Section 503 of the Rehabilitation Act.

Information you submit about your disability will be kept confidential, except that (i) supervisors and managers may be informed regarding restrictions on the work or duties of qualified individuals with disabilities, and regarding necessary accommodations; (ii) first aid and safety personnel may be informed, when and to the extent appropriate, if the condition might require emergency treatment; and (iii) government officials engaged in enforcing laws administered by OFCCP or the Americans with Disabilities Act, as amended, may be informed.

If you are qualified individual with a disability, we would like to include you under the affirmative action program. It would assist us if you tell us about (i) any special methods, skills, and procedures that qualify you for positions that you might not otherwise be able to do because of your disability so that you will be considered for any positions of that kind, and (ii) any needed accommodations that would enable you to perform the essential functions of the job, including special equipment, changes in the physical layout of the job, elimination of marginal job duties, provision of personal assistance services or other accommodations.



## WEISER SECURITY SERVICES, INC.

### NORTH CAROLINA PRIVATE PROTECTIVE SERVICES BOARD WARNINGS AND/OR FINES

Weiser Security Services, Inc. ("Weiser") has been issued one warning and/or fine by the North Carolina Private Protective Services Board ("NC PPSB") since March 1, 2015. A detailed description of the violation(s) and the action(s) taken by the NC PPSB follows.

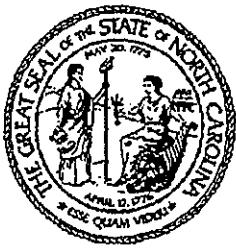
NC PPSB laws and regulations require that all security officers receive sixteen (16) hours of training to provide security services. Four (4) hours of training must be provided before an officer's permanent start date. The additional twelve (12) hours of training must be provided within thirty (30) days of the officer's permanent start date. Weiser's internal policy is more stringent than the NC PPSB requirements and requires all officers to receive all mandatory training before being placed on post.

On January 20, 2017, Weiser's corporate office received a complaint concerning a discrepancy between the training and payroll records of an officer in Weiser's Raleigh, North Carolina branch. Specifically, an officer's training record showed that the officer received sixteen (16) hours of training over the course of two (2) consecutive days. However, the officer's payroll records revealed that the officer was actually assigned to and working a security post on the purported second day of training. Weiser interviewed the officer, who stated that he/she received only eight (8) hours of training on the first recorded date of training. The officer was placed on post before receiving the second eight (8) hours of training and never received the second eight (8) hours of training.

An internal audit was immediately conducted of all employee training records in Weiser's Raleigh branch. The audit revealed that Weiser's trainer/manager was providing all officers with the first eight (8) hours of training and then immediately assigning the officers to security posts. The trainer/manager was recording the second eight (8) hours of training as having occurred on the date after the first day of training despite not actually providing the second eight (8) hours of training. Weiser self-reported the violations to the NC PPSB on February 2, 2017. Weiser also terminated the trainer/manager who falsified the training records on February 2, 2017.

Weiser contracted with an outside trainer to provide the second eight (8) hours of required training to all active employees hired between June 2015 (the date on which Weiser's trainer/manager began conducting training courses) and January 2017 (the date on which the violations were discovered). Weiser further contacted all inactive officers hired during the above referenced time period and offered to provide the second eight (8) hours of training to them through an outside trainer at Weiser's cost.

The NC PPSB revoked the trainer certification of Weiser's terminated trainer/manager on June 22, 2017. The NC PPSB approved a consent agreement on August 24, 2017 wherein Weiser agreed to pay \$4,798.08 for registration violations. The amount of the consent agreement included \$1470.00 for forty-nine (49) unarmed security guard registration fees, interest of \$117.60, and administrative and investigative costs of \$4410.00, all of which was reduced by 20% in consideration of Weiser's self-reporting. Weiser executed the consent agreement on September 20, 2017 and paid all associated fees. No further action, such as probation, suspension, or revocation, was taken against Weiser, its employees or its license.



**NORTH CAROLINA  
PRIVATE PROTECTIVE SERVICES BOARD**

3101 INDUSTRIAL DRIVE  
SUITE 104  
RALEIGH, N.C. 27609-0000  
(919) 788-5320  
FAX (919) 788-5365  
e-mail: PPSASL@ncdps.gov



Web Page  
[www.ncdps.gov/pps](http://www.ncdps.gov/pps)

June 26, 2017

**CASE NUMBER**  
2017-PPS-006

**BOARD FINDINGS**

**COMPLAINT FROM**

Melvin Turner

**COMPLAINT AGAINST**

Thomas Allen Johnson Jr.  
Weiser Security Services, Inc.  
1110 Navaho Dr Ste 201  
Raleigh, NC 27609-0000

**RE:** Review of Complaint by the Private Protective Services Board

**STATUTE / RULE:** Possible violation of 14B NCAC 16.0707(a)

This Notice is to inform you that the above referenced Complaint was presented to the Grievance Committee on Tuesday, June 20, 2017 for their informal review. The Committee made the following recommendation:

Revoke the Unarmed Guard Trainer Certification held by Thomas Allen Johnson for failing to conduct the mandatory 16 hours of unarmed guard training as specified by 14B NCAC 16.0707 and falsifying training documents. Should Mr. Johnson reapply, this matter will be referred to the screening committee.

On June 22, 2017, the Private Protective Services Board approved the action of The Grievance Committee.

If you wish to appeal the Committee's recommendation and have a formal hearing before the NC Office of Administrative Hearings, please notify the Licensing Section at the above address in writing within 60 days of your receipt of this letter. Should you fail to request a hearing within 60 days of receipt of this letter the action of the Board will become final. If you do not contest this action, you should return your pocket credentials and wall certificate to the Board within 60 days.

Any further questions about this matter should be directed to the Licensing Section of this office.

Sincerely,

Eric M. Weaver Sr.  
Chairperson

*Wayne Woodard*  
W. Wayne Woodard  
Interim Director

cc: Melvin Turner Certified Mail / Return Receipt Requested  
Thomas Allen Johnson Jr. Certified Mail / Return Receipt Requested

### III. DISSEMINATION OF THE POLICY

#### A. Internal Dissemination

To ensure that all employees are aware of Weiser Security's Employment Opportunity Policy and related legal requirements, the following communication forums are used:

- (1) Equal Employment Opportunity (EEO) posters are prominently displayed in the Employment Office and throughout operations on bulletin boards as available to ensure that all employees will see these posters in the normal course of their daily activities.
- (2) The Employee Handbook, which is distributed to all employees, clearly affirms that Weiser Security is an Equal Opportunity Employer. Additionally, all policies defined within the manual are non-discriminatory and are applicable to all employees.
- (3) The Affirmative Action Plan is explained at least once during the course of each plan year via company publications.
- (4) A summary explanation of what the Affirmative Action means to Weiser Security is included in the Orientation Program for all new Weiser Security employees.
- (5) Weiser Security disseminates information to executive, management, and supervisory personnel via written and verbal memoranda as necessary in an effort to explain the intent of the Equal Opportunity and Affirmative Action Policies and individuals responsible for effective implementation.
- (6) Weiser Security will make copies of AAP available for inspection to any employee or applicant during regular scheduled business hours at the local branch or by appointment. Any updates on policies will be given to employees and updated to the handbook as it occurs. Employees and applicants can also contact the VP-Human Resources directly for a copy of the policy at 504-586-4702 or by email at [charlenel@weisecurity.com](mailto:charlenel@weisecurity.com)

#### B. Weiser Security Will Disseminate Its Policy Externally As Follows:

- (1) Weiser Security will inform all recruiting sources, as needed, verbally and in writing of Weiser Security's policy, requesting that these sources actively recruit and refer minorities, women, and handicapped individuals, where appropriate, for positions listed.

- (2) Notify minority and women's organizations, community agencies, community leaders, secondary schools and colleges, and local Veterans Employment Representatives of Weiser Security's policy.
- (3) Communicate to prospective employees the existence of Weiser Security's affirmative action program and make available such elements of its program as will enable such prospective employees to know of and avail themselves of its benefits.
- (4) When employees are pictured in consumer or help wanted advertising, both minorities and non-minority men and women and handicapped individuals will be shown where appropriate.
- (5) Incorporate by reference Weiser Security's Affirmative Action policies on contracts and purchase orders as required by 41 C.F.R. §§ 60-1.4, 60-250.4 and 60-741.4.
- (6) All advertisements for employment shall designate Weiser Security as an Equal Opportunity Employer.

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#### IV. RESPONSIBILITY FOR IMPLEMENTATION

##### A. EEO Officer

Weiser Security has appointed an EEO Officer with the responsibility to implement and maintain the Weiser Security Program. This person coordinates the EEO status of the departments and reports directly to the President. The EEO Officer has and will continue to be responsible for the following:

- (1) Developing policy statements, affirmative action programs, internal and external communication techniques.
- (2) Assisting in the identification of problem areas.
- (3) Assisting line management in arriving at solutions to problems.
- (4) Designing and implementing audit and reporting systems that will:
  - (i) Measure the effectiveness of the program.
  - (ii) Indicate the need for remedial action.
  - (iii) Determine the degree to which Weiser Security's goals and objectives have been attained.
- (5) Serve as liaison between Weiser Security and enforcement agencies.

(6) Serve as liaison between Weiser Security and minority organizations and community action groups concerned with Employment opportunities of minorities and women, handicapped persons, disabled veterans and veterans of the Vietnam Era and arrange for active involvement by Weiser Security's representatives.

(7) Keep management informed of latest developments in the entire equal opportunity area.

(8) Review Weiser Security's personnel and selection policies to determine whether the procedures assure careful, thorough and systematic consideration of job qualifications of known handicapped applications, disabled veteran applicants and Vietnam Era veteran applicants for job vacancies filled either by hiring or promotion and for all training opportunities and to ensure freedom from stereotyping handicapped persons, disabled veterans and veterans of Vietnam Era in a manner which limits their access to all jobs for which they are qualified.

(9) Review all physical and mental job qualifications to ensure they are job related and consistent with business necessity and safe performance of the job.

(10) Review the employment records to determine the availability of promotable and transferable qualified known handicapped persons, disabled veterans and veterans of the Vietnam Era presently employed and determine whether their present or potential skills are being fully utilized or developed.

(11) Ensure written notification of Weiser Security's policy is made known to subcontractors, vendors and suppliers.

(12) Ensure consideration of qualified disabled veterans not in the work force and veterans of the Vietnam Era not currently in the work force who can be recruited through affirmative action programs.

(13) Arrange for career counseling on request for disabled veterans and veterans of the Vietnam Era.

In addition, his line of responsibilities will include, but not be limited to the following:

(1) Assistance in the identification of problem areas and establishment of local and unit goals and objectives.

(2) Periodic audit of training programs, hiring and promotion patterns to remove impediments to the attainment of goals and objectives.

- (3) Regular discussions with local managers, supervisors, employees, and handicapped employees to be certain the contractor's policies are being followed, and to identify problems and develop solutions.
- (4) Review of the qualifications of all employees to ensure that minorities and women are given full opportunities for transfers and promotions.
- (5) Career counseling for all employees on request.
- (6) Periodic audit to ensure that each location is in compliance in areas such as:
  - (a) Posters are properly displayed.
  - (b) All facilities, which Weiser Security maintains for the use and benefit of its employees, are in fact desegregated, both in policy and use. When Weiser Security provides facilities such as locker rooms and rest rooms, they will be comparable for both genders.
  - (c) Minority, female, handicapped employees, disabled veterans and veterans of the Vietnam Era are afforded a full opportunity and are encouraged to participate in all of Weiser Security's sponsored educational, training, recreational and social activities.

B. Branch Managers

- (1) The primary responsibility of Branch Managers under the Affirmative Action Program is to implement its provisions within their areas of responsibility and to participate in the achievement of the goals.
- (2) Branch Managers will cooperate fully with the EEO Officer in developing affirmative action programs and goals for their own areas of responsibility and in auditing their progress and compliance under this Affirmative Action Program.
- (3) Branch Managers will work with the EEO Officer in identifying potential problem areas to achievement of the goals of this Affirmative Action Program and in developing solutions to such problems.
- (4) Branch Managers will actively support the goals of the Affirmative Action Program and encourage their subordinate managers and supervisors to utilize minority and female employees in all job classifications for which they are qualified, or may become qualified, through training.

## V. DEVELOPMENT AND EXECUTION OF PROGRAMS

### A. Review of Job Qualification

Weiser Security recognizes its obligation to assure that qualifications imposed for various jobs are job related or supported by other legitimate business considerations of Weiser Security. Recognizing this fact, evaluation of job qualifications will be conducted on a continuing basis to assure realization of this goal. Special attention will be given to academic, experience and skill requirements to ensure that these requirements do not constitute inadvertent discrimination. Specifications will be consistent with the same job title in all locations and will be free from bias as regards race, color, religion, gender, or national origin except where gender is a bona fide occupational qualification. In addition, continuing evaluation will be conducted of the total selection process to ensure freedom from bias and thus aid the attainment of goals and objectives set forth within the program.

### B. Community and Employee Activities

#### 1. Community Activities

The EEO Officer or designated representative will continue to participate in the following areas of community activity:

- a. Enlist the assistance of minority and female organizations and organizations for handicapped persons, disabled veterans and veterans of the Vietnam Era in matters pertaining to the placement of females, minorities, disabled veterans and veterans of the Vietnam Era into jobs.
- b. Participate when requested in youth motivation programs requested by predominately female or minority schools.
- c. Participate when requested as a speaker in high percentage female and minority schools regarding employment opportunities at Weiser Security.
- d. Participate in municipal job fairs when requested.

#### 2. Employee Activities

All Weiser Security sponsored social activities are conducted on a completely non-segregated basis.

All Weiser Security meetings, employee meetings and the like are also conducted without regard for race, color, religion, gender, or national origin.

All employee benefit programs and employee privileges are and will be administered without regard to an employee's race, religion, color, gender, or national origin. Weiser Security shall not allow its facilities to be separated or segregated because of race, religion, color, gender, or national origin.

C. Recruitment

- (1) In seeking applicants, Weiser Security will continue to use the state employment service as a primary source of applicants.
- (2) In seeking applicants, Weiser Security will continue to advertise in newspapers that have substantial number of minority and female readers.
- (3) Weiser Security will continue to recruit qualified applicants without regard to race, religion, color, gender, or national origin for all job openings.
- (4) All employees are encouraged to refer qualified applicants to the company.
- (5) All employment solicitations and advertisements will contain assurance of equal opportunity.
- (6) Women and minorities will continue to be included in Weiser Security advertising.
- (7) Application forms will advise all applicants that this company is an Equal Opportunity Employer.

D. Commitment

Weiser Security has and will continue to seek qualified females and minority group applicants for all job categories and will make particular efforts to increase female and minority group representation in job categories at the higher level of skill and responsibility.

Weiser Security continually reviews job groups where few females and minority groups are employed. Goals for hiring and upgrading are established to correct deficiencies. The meeting of these goals is assured through department reviews.

E. Training

Any training provided by Weiser Security will continue to be provided to employees on a non-discriminatory basis.

Weiser Security Services, Inc.  
Grooming and Uniform Policy

Weiser Security strives to maintain a professional workplace environment that functions well and is free from unnecessary distractions and annoyances. Weiser requires employees to maintain a neat and clean appearance that is appropriate for the workplace setting and for the work being performed.

All Security Officers are expected to present a professional, businesslike image to clients, visitors, customers and the public.

Security Officers are expected to wear the proper uniform at all times. All employees are expected to present a neat appearance and are not permitted to wear any clothing that is not approved uniforms. Employees are expected to keep their uniform clean and in good shape. Discernible rips, tears, or holes are not allowed.

Employees must maintain neat and well groomed hair, sideburns, mustaches and beards. No artificial colors that could be deemed unprofessional will be allowed. Examples include pink, green, or other colors that are not considered natural. Long hair must be secured. Women are expected to wear moderate make-up and have moderate nail length and color.

Limited jewelry is expected to include no dangling or large hoop jewelry that could create a safety hazard while operating any equipment or dealing with visitors. General rule of thumb should be if a pencil can be passed through the earring it is not safe to wear.

Piercings are limited to two per ear. Other visible body piercings is not acceptable unless demanded by religion/culture.

Tattoos should not be visible while in uniform. Any tattoos perceived as offensive, hostile, or that diminish the effectiveness of the employee's professionalism must not be visible at all to customers, staff, or visitors.

Departure from appropriate grooming, hygiene, and attire standards will result in employee counseling and/or disciplinary action up to and including termination of employment. If employee does not meet the client's standards, Weiser reserves the right to remove from specific client and look at reassignment.

Employee's religious or medical conditions as defined by applicable law, that require deviation from the standards set forth will be considered on an individual basis.



**WEISER SECURITY  
SERVICES, INC.**

ATTACHMENT B

No Fines, thank you.



# North Carolina Department of Public Safety

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## Private Protective Services Board

Roy Cooper, Governor  
Erik A. Hooks, Secretary

Pamela Cashwell, Chief Deputy Secretary  
Brian Jones, Director

### MEMORANDUM OF CONSENT AGREEMENT

*THIS AGREEMENT, made by and between the North Carolina Private Protective Services Board, (hereinafter "Board"), and Gregory Frye Brooks (hereinafter "Mr. Brooks"), Licensee of Wiser Security Services, Inc. (hereinafter "Weiser Security Services, "):*

#### WITNESSETH

*WHEREAS, the private protective services industry is regulated by Chapter 74C of the General Statutes of North Carolina and the rules promulgated thereunder; and*

*WHEREAS, G.S. 74C-2 requires any person, firm, association, or corporation engaging in or holding itself out as engaging in the private protective services business in the State of North Carolina to first be licensed in accordance with the Private Protective Services Act (hereinafter "the Act"); and*

*WHEREAS, pursuant to G.S. 74C-11 the Board is empowered to initiate enforcement action for compliance with Chapter 74C and the rules promulgated thereunder; and*

*WHEREAS, pursuant to G.S. 74C-12 the Board may suspend or revoke a private protective services business license if there has been a violation of the Act or the rules promulgated thereunder; and*

*WHEREAS, the Board is specifically authorized to institute civil and/or criminal action against any person, firm, association or corporation or their agents and employees for any violation of Chapter 74C; and*

*WHEREAS, pursuant to G.S. 74C-11, an individual engaged in the security guard and patrol profession as an unarmed security guard is required to be properly registered; and*

*WHEREAS, pursuant to 14B NCAC 16 .0702, an individual registered as an unarmed security guard is required to submit a thirty dollar (\$30.00) non-refundable registration fee for each registration application; and*

*WHEREAS, Wiser Security Services, Inc. did allow forty-nine (49) employee(s) to work as unarmed guard(s) without being properly registered during the period from April 1, 2014 through December 31, 2016*

*NOW THEREFORE, in consideration of the above recitals, it is AGREED as follows:*

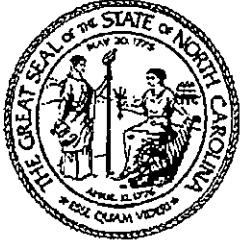
1. *Wiser Security Services, Inc. and Mr. Brooks hereby promise and agree to pay the back registration fees in the amount of \$1470.00 for forty-nine (49) unarmed security guards that were not properly registered.*
2. *Wiser Security Services, Inc. and Mr. Brooks hereby promise and agree to pay the Board interest at the legal rate of 8% per annum as set forth in G.S. 24-1, calculated on the total amount of the back unarmed registration fees, said interest to be in the amount of \$117.60.*

3. *Wiser Security Services, Inc. and Mr. Brooks hereby promise and agree to pay to the Board a fee for reimbursement of administrative and investigative costs accrued in this matter (unarmed) in the amount of \$4410.00*
4. *The Board approved a 20% "Self-Reporting" concession to Weiser Security and Mr. Gregory Brooks. This reduces the consent amount from \$5997.60 to \$4,798.08.*
5. *Wiser Security Services, Inc. and Mr. Brooks hereby promise and agree to pay the Board the total amount of \$4,798.08 within thirty (30) days of the full execution of this document.*
6. *Wiser Security Services, Inc. and Mr. Brooks hereby promise and agree to pay all monies owed the Board (PPS) for registrations and licenses in the form of a certified check or money order.*
7. *In exchange for Wiser Security Services, Inc. and Mr. Brooks' agreements stated above, the Board agrees to accept this agreement in satisfaction of the violations outlined herein. Wiser Security Services, Inc. and Mr. Brooks do acknowledge and agree that this agreement will be maintained in their licensing files and recognize that the Board in no way waives the right to use these violations in any further administrative proceeding.*

*NOW, THEREFORE, in consideration of the benefits accruing to the Board, Mr. Gregory Brooks and Wiser Security Services, Inc., same do hereby set down their signatures:*

*Gregory T. Brooks* 9/20/17  
Gregory T. Brooks Licensee DATE  
Wiser Security Services, Inc.

*Eric Weaver Sr. Chairman* *DATE*  
*N.C. Private Protective Services Board*



**NORTH CAROLINA  
PRIVATE PROTECTIVE SERVICES BOARD**

3101 INDUSTRIAL DRIVE  
SUITE 104  
RALEIGH, N.C. 27609-0000  
(919) 788-5320  
FAX (919) 788-5365  
e-mail: PPSASL@ncdps.gov



Web Page  
[www.ncdps.gov/pps](http://www.ncdps.gov/pps)

September 11, 2017

**CASE NUMBER**  
2017PPS006A

**BOARD FINDINGS**

**COMPLAINT FROM**

Phillip Stephenson

**COMPLAINT AGAINST**

Gregory Frye Brooks  
Weiser Security Services, Inc.  
1110 Navaho Dr Ste 201  
Raleigh, NC 27609-0000

**RE:** Review of Complaint by the Private Protective Services Board

**STATUTE / RULE:** Possible violation of 14BNCAC 16.0108(b)

This Notice is to inform you that the above referenced Complaint was presented to the Grievance Committee on Wednesday, August 23, 2017 for their informal review. The Committee made the following recommendation:

Mr. Gregory Frye Brooks and Weiser Security Services, Inc., enter into and pay a consent agreement in the amount of \$4,798.08 for registration violations.

On August 24, 2017, the Private Protective Services Board approved the action of The Grievance Committee.

The consent agreement will be sent to you in the near future. You will need to sign and date the agreement at that time, and return it to this office. If this a monetary consent agreement also include your check. The Board will maintain a record of this action in its files.

Any further questions about this matter should be directed to the Licensing Section of this office.

Sincerely,

Eric M. Weaver Sr.  
Chairperson

A handwritten signature of Eric M. Weaver Sr. in black ink.

Brian Jones  
Director

cc: Phillip Stephenson Certified Mail / Return Receipt Requested  
Gregory Frye Brooks Certified Mail / Return Receipt Requested

R. 4/2000



SECURITY SERVICES, INC.

ATTACHMENT B

## Special Training Topics for GUILFORD COUNTY

### SECURITY HAZARDS

- Pilferage and Theft
- X-Ray
- Pepper Spray
- Items concealed in Clothing
- Items concealed in Packages

### PERIMETER PROTECTION

- Building Walls as Perimeter Barriers
- Doors and Windows
- Interior Access Control

### BUILDING SECURITY

- Building Doors
- Walls and Barriers
- Bomb Threat
- Handling the Bomb Threat

### PROTECTIVE LIGHTING

- Illumination of Buildings
- Protective Lighting Methods
- Purposes of Protective Lighting

### CONTROL OF PERSONNEL AND VEHICLES

- Personnel Recognition
- Badge Design Display of the Badge Identification Systems

TEST PRESENTATION PLEASE IGNORE



SECURITY SERVICES, INC.

ATTACHMENT B

Access Roster  
Dealing with Different Kinds of People  
Drugs and Alcohol Abuse  
Disaster Control  
Violence on the Job  
Terrorism Tactics

## **LOCKS, KEY CONTROL AND SECURITY CONTAINERS**

Locking Devices  
Combination Locks

## **FIRE PROTECTION**

Protection of Life  
Automatic Sprinkler Systems  
Portable Hand Extinguishers

## **PROTECTIVE ALARMS**

Major Alarm Systems  
Local Alarms

**TEST PRESENTATION PLEASE IGNORE**



SECURITY SERVICES, INC.

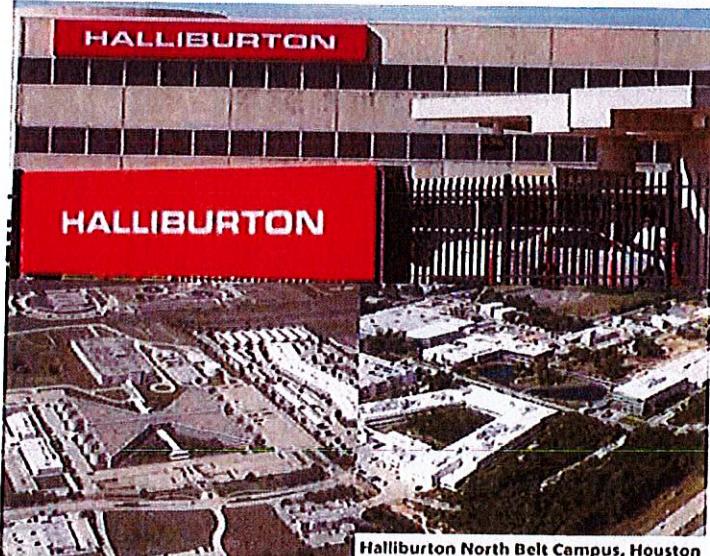
ATTACHMENT B

## CLIENT REFERENCES

Client Name	Phone Number	Email	Address
Hanes Brands, Inc. Bernie Sullivan Global Security Director- 5000 hpw Mfg & Distribution in US Access Control/CCTV/Patr ols/Logistics	336-579-8080	Bernie.sullivan@ha nes.com	1000 Hanes Mill Road Winton Salem, NC 27105
Children Family Services Shelly White Government Services Charlotte Class A	704-943-9631	swhite@childrenfa mily.org	601 E 6 <sup>th</sup> Street, Ste 450 Charlotte, NC 28202
Georgia-Pacific Andrew Melton Sourcing Manager Access Control/Patrols/CC TV 5,000 HPW Nationally	404-652-7090	Andrew.Melton@G APAC.com	17th Floor 133 Peachtree Street/NE Atlanta, GA 30303



## Similar Accounts Partial Reference List



Halliburton North Belt Campus, Houston

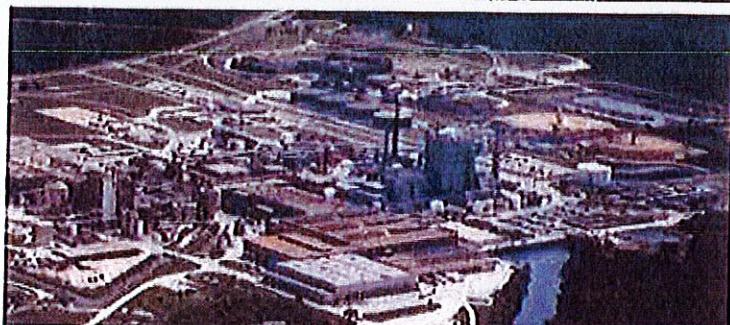
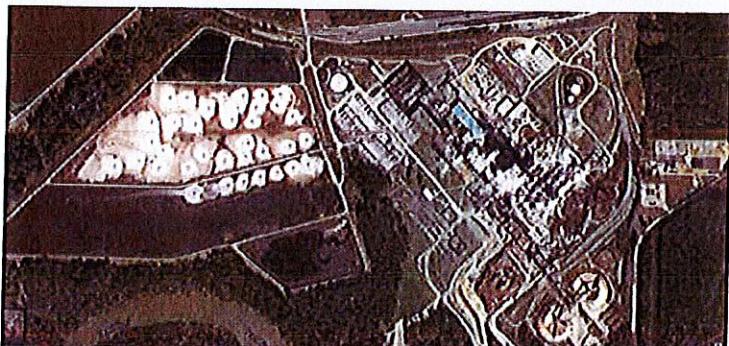
### Halliburton Co.

Halliburton Company is an American multinational corporation, and is one of the world's largest oil field service companies.

Weiser Security holds the national contract for guard services at all 29 of their North American locations (TX, OK, OH, PA, CO, LA, ND).

Weiser provides a total of over 14,200 hours per week of guard service to Halliburton.

Their largest campus is in Houston, TX and requires 3,650 hours per week of guard service provided by Weiser Security.



### Georgia Pacific

Georgia-Pacific LLC is an American pulp and paper company based in Atlanta, Georgia, and is one of the world's largest manufacturers and distributors of pulp, paper, packaging, & related products.

Weiser Security is 1 of 3 of GP's preferred security service vendors.

Weiser provides nearly 5,000 total hours per week of guard services to nine of GP's production facilities (AL, CA, GA, MS NC, SC). This includes their new lumber mill in Talladega, AL.

Their two largest sites require over 2,600 hours per week of guard services provided by Weiser Security.



### Kronospan USA

Kronospan is an international company that manufactures & distributes wood-based products.

Weiser Security provides 24/7 guard services for their locations in Eastaboga, AL.

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

## AFFIDAVIT

\*\*\*\*\*

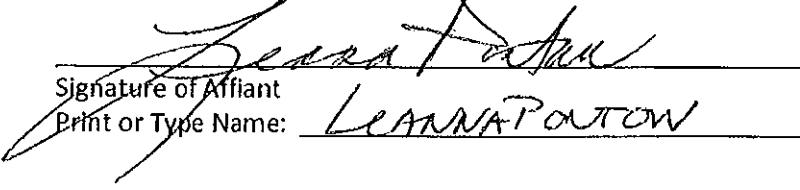
I, Leanna Pontow (the individual attesting below), being duly authorized by and on behalf of Weiser Security Services (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. Mark "Yes" or "No":

- a. YES X; or,
- b. NO

4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 5 day of April 2019.

  
Signature of Affiant

Print or Type Name: LEANNA PONTOW

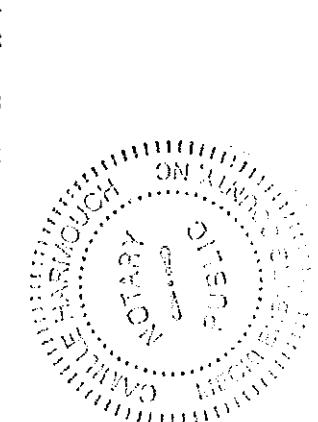
State of North Carolina County of Guilford MECKLENBURG

Signed and sworn to (or affirmed) before me, this the 5<sup>th</sup> day of APRIL, 2013, 2019

My Commission Expires:

Leanne Pontow  
MY COMMISSION EXPIRES DECEMBER 27, 2022 Notary Public

(Affix Official/Notarial Seal)



		ATTACHMENT C
<b>FINANCIAL EXPOSURE FOR 1 YEAR SECURITY SERVICES</b>		<b>Wesier Security</b>
	<u>UNARMED HOURLY RATE</u>	\$ 15.94
	<u>ARMED HOURLY RATE</u>	\$ 19.81
	<u>TOTAL UNARMED WEEKLY HOURS NEEDED FOR SITE(S) COVERAGE</u>	967.25
	<u>TOTAL ARMED WEEKLY HOURS NEEDED FOR SITE(S) COVERAGE</u>	157.5
	<u>WEEKLY TOTAL HOURS PAID UNARMED</u>	\$ 15,417.97
	<u>WEEKLY TOTAL HOURS PAID ARMED</u>	\$ 3,120.08
	<u>PAID WEEKLY TOTAL UNARMED AND ARMED</u>	\$ 18,538.04
		\$ 18,538.04
		4.33 weeks per month
	<u>PAID MONTHLY TOTAL UNARMED AND ARMED</u>	\$ 80,269.71
		\$ 18,538.04
		x 52 weeks
	<u>PAID YEARLY TOTAL UNARMED AND ARMED</u>	\$ 963,978.08
	<u>MINUS HOLIDAYS UNARMED</u>	12 holidays X \$15.94 X 160.25 hrs
	<u>MINUS HOLIDAYS ARMED</u>	12 holidays x 19.81 x 31.5
		\$ 30,652.62
		\$ 7,488.18
	<u>TOTAL HOLIDAYS DEDUCTION</u>	\$ 38,140.80
		\$ 963,978.08
		\$ 38,140.80
	<u>WEISER SECURITY GRAND TOTAL FINANCIAL EXPOSURE YEARLY TOTAL UNARMED AND ARMED</u>	\$ 925,837.28